

New Member Welcome Kit

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

HENRICO COUNTY GOVERNMENT AND PUBLIC
SCHOOLS

Group Number: 000600084

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

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Your Member Handbook

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

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

How to Contact Us

BY PHONE

Call Delta Dental's Benefit Services department whenever you have a question about your DeltaCare dental plan. You can reach us by calling **800-862-0838** or the toll-free number on the bottom of your Delta Dental of Virginia ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line. Benefit Service representatives are available Monday through Thursday from 8:15 am to 6:00 pm and Friday 8:15 am to 4:45 pm (EST) to help with:

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

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

- Locate a provider

BY MAIL

Correspondence should be addressed to:

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

How to Use Your Benefits

You and your family members are covered for dental services when enrolled in Delta Dental's DeltaCare dental plan. Delta Dental of Virginia has contracted with a network of private dentists to meet your dental care needs. When you first enroll in the DeltaCare program you will select a dentist from the DeltaCare network for your family. This network of DeltaCare dentists is composed of established dental practices. Please consult Delta Dental's website at deltadentalva.com for the most up-to-date information on participating DeltaCare dentists or call our Benefit Services department at 800-862-0838 or the toll-free number listed on the bottom of your ID card.

Please see your **Schedule A - Description of Benefits and Copayments** for more details about what is covered under your DeltaCare dental plan. Under the DeltaCare dental plan, there are no required deductibles to pay so your benefits begin immediately and no annual benefit maximum for dental services provided by your DeltaCare dentist.

Eligible Dependents

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

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

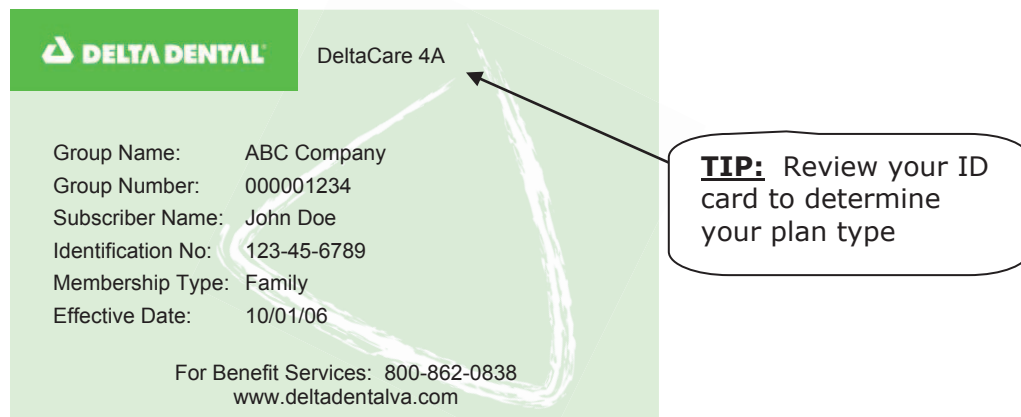
Visiting the Dentist

When you enroll in the DeltaCare dental plan, you will select a dentist for your family that participates in the DeltaCare program. This dentist is your primary care dentist and is the center for all of your dental needs. To receive all necessary dental care covered by the plan, simply call your selected DeltaCare dentist to make an appointment.

The DeltaCare program offers services in dental specialty areas, these include periodontics (treatment of diseased gums and bone), endodontics (root canal therapy), and oral surgery procedures. Preauthorization is generally required to receive treatment from a specialist. Covered orthodontic services do not require Delta Dental's prior authorization; however, you must use a DeltaCare orthodontist for covered orthodontic benefits.

Remember to always contact your selected DeltaCare dentist for all your dental needs.

NOTE: Dental services performed by a dentist other than the DeltaCare network dentist you selected or specialist services received without prior authorization by Delta Dental are not covered by your DeltaCare dental plan.



How to Estimate Your Cost

DeltaCare

Under the DeltaCare program, your out-of-pocket savings are substantial. You know prior to treatment exactly what you will have to pay for covered benefits. This aids in better financial planning for you and your family. DeltaCare covers those dental services listed on **Schedule A - Description of Benefits and Copayments** (subject to the contract provisions, limitations and exclusions). To determine your financial responsibility for a covered benefit, refer to the EOC **Schedule A - Description of Benefits and Copayments**.

In almost every case, a DeltaCare dentist must provide covered benefits. There is one exception, you may receive covered benefits from a dentist other than your designated DeltaCare dentist if these covered benefits are emergency services and you are at least 35 miles from your DeltaCare dentist's office. However, your

benefit for all emergency services provided by a dentist other than your DeltaCare dentist is limited to a maximum of \$50 for each 12-month period.

Filing Claims

Delta Dental pays a fixed periodic fee to your DeltaCare dentist; therefore, in most cases there are no claim forms to file for many covered benefits. In other cases, your DeltaCare dentist or another dentist that Delta Dental has authorized in writing to provide specialist services in advance will file claims for you.

If a dentist other than your DeltaCare dentist provides a covered benefit for emergency services, you may have to file the claim yourself. To obtain a claim form, please contact a DeltaCare Benefit Services representative at 800-862-0838. Claim forms are also available on our website at deltadentalva.com.

Complete your portion of the claim form (Sections 1-17) and present the form to the dentist for completion. If you visit a dentist other than your DeltaCare dentist, you may need to mail your completed claim form to the address below.

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

Delta Dental of Virginia
ATTN: DeltaCare
4818 Starkey Road
Roanoke, VA 24018

All claims must be submitted within ninety (90) days of the date the treatment is received due to the need for emergency service. This is called the timely filing limitation.

Complaint and Appeals Procedures

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

Coordination of Benefits

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

Common Dental Terminology

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

Amalgam Filling– known as a 'silver filling', is made of a mixture of silver, tin, mercury and some other trace elements of copper.

Anesthesia – partial or complete elimination of pain sensation; numbing a tooth is an example of local anesthesia; general anesthesia produces partial or complete unconsciousness.

Bitewing X-rays – x-rays taken of the crowns and part of the root for 2 or 3 adjacent teeth to check for decay.

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

Bridge – a removable restoration that is used to replace missing teeth. It is used to maintain space and function for missing teeth and is often made of gold or porcelain on gold.

Bruxism – involuntary clenching or grinding of the teeth, most often done unconsciously at night and often caused by stress.

Caries – clinical term for decay and is the progressive breaking down or dissolving of the tooth caused by the acid produced when bacteria digest sugars.

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

Composite Filling – an alternative to amalgam fillings. Composite fillings are composed of plastic with small glass or ceramic particles. They are cured with filtered light or chemical catalyst and are colored to match the surrounding teeth. Composite fillings are generally used on front teeth.

Crowns – is (1) the portion of a tooth above the gum line; or (2) a dental restoration used to cover a decayed or damaged tooth.

Curettage – a periodontal procedure which involves scraping off plaque and removing damaged gum tissue below the gum line.

Denture – removable (partial or complete) appliance used to replace teeth.

Endodontist – a Board Certified dentist specializing in the treatment of injuries, diseases and infections of the tooth pulp (nerve chamber).

Fluoride – a chemical compound used to prevent dental decay, utilized in fluoridated water systems and/or applied directly to the teeth.

General Anesthesia – a class of anesthesia substance or substances that are inhaled as gases. General anesthesia eliminates pain by rendering patients completely unconscious. General anesthesia must be administered by medical or dental anesthesiologist, and oral surgeons with special training. General anesthesia is generally used with oral surgery or more complicated procedures where the patient must be relaxed and pain free for an extended period of time. Complete recovery from general anesthesia often takes several hours.

Gingivitis – inflammation of gum tissue. Characterized by inflammation, swollen, reddish gum tissue which may bleed easily when touched or brushed. Untreated, gingivitis can lead to chronic periodontal disease.

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

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

Local Anesthesia – a class of anesthesia substance applied by injection directly to the gums or mouth tissue to provide pain relief to a local area of the mouth or gum. Dentists often apply local anesthesia to reduce the pain associated with general dental procedures. The advantages are that the patient remains alert during the procedure without the pain.

Neuroleptic Anesthesia – a class of anesthesia substance applied intravenously. The degree of anesthesia can be controlled from slight consciousness to totally unconscious, often used to reduce the pain associated with dental procedures. The advantages are that the degree of unconsciousness and pain relief can be controlled and generally the recovery time is much less than with general anesthesia.

Nightguard/Occlusal Guard – a removable dental appliance usually worn at night, designed to minimize the effects of grinding the teeth (bruxism) and other occlusal factors.

Oral and Maxillofacial Surgeon – a specialized branch of dentistry where the dentist is Board Certified in oral surgery and whose practice is limited to the diagnosis, surgical and adjunctive treatment of diseases, injuries, deformities, defects and esthetic aspects of the oral cavity and surrounding structures.

Orthodontist – a Board Certified dentist who specializes in correcting abnormally aligned or positioned teeth. The goal of orthodontics is to align the teeth and jaws so that they can function normally.

Panoramic x-ray – an x-ray taken from outside the mouth on which the upper and lower jaw are seen on one film.

Periapical x-ray – x-rays taken inside the mouth providing complete side views from the root to the crown of the teeth. Typically a complete set consists of 14-24 films with each tooth appearing in two different films from two different angles.

Periodontist – a specialized branch of dentistry where the dentist is Board Certified and whose practice is limited to the treatment of diseases of the supporting and surrounding tissues of the teeth.

Plaque – a film of soft, sticky material that attaches on teeth both above and below the gum line and is composed largely of food, bacteria and bacterial derivatives.

Pontic – term used for an artificial tooth used in a bridge to replace a missing tooth.

Prophylaxis – the scraping and polishing procedure generally performed by a dental hygienist to remove plaque, tartar and stains from teeth.

Prosthetics – artificial replacement, any device or appliance replacing one or more missing teeth and/or, if required, associated structures.

Prosthodontist – a specialized branch of dentistry where the dentist is Board Certified and whose practice is limited to the restoration of the natural teeth and/or the replacement of missing teeth with artificial substitutes.

Root Canal – is the hollow cavity inside the root of the tooth; it runs from the tip of the root into the pulp.

Root Planing – the process of scaling and planing exposed tooth surfaces to remove calculus, plaque, and infected tissue contaminated with toxins or microorganisms.

Sealants – a composite material used to seal the decay prone areas on the biting surface of teeth.

Splints – a device used to support, protect or immobilize oral structures that have been loosened, replanted, fractured or traumatized. Also refers to devices used in the treatment of temporomandibular joint (TMJ) disorders.

Topical Anesthesia – ointment or gel applied directly to the gums or mouth tissue to provide pain relief on the immediate surface of the tissue.

TMJ or Temporomandibular Joint Dysfunction – condition that results from the abnormal functioning of the joint, usually involving pain or discomfort in the joints and ligaments that attach the lower jaw to the skull or in the muscles used for chewing.



EVIDENCE OF COVERAGE

Delta Dental of Virginia
4818 Starkey Road
Roanoke, Virginia 24018-8542
Telephone: 800-862-0838
TTY/TDD: 877-287-9039

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

Delta Dental of Virginia provides your coverage. DeltaCare is designed to make the cost of your Covered Benefits more affordable. In most cases, you pay only the Copayment in the **Schedule A - Description of Benefits and Copayments**.

As a Managed Care Health Insurance Plan operating in the Commonwealth of Virginia, Delta Dental is subject to regulation by both the Virginia State Corporation – Bureau of Insurance (pursuant to Title 38.2 of the Code of Virginia) and the Virginia Department of Health (pursuant to Title 32.1 of the Code of Virginia).

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

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PLAN PROVISIONS

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

If you have any questions about your benefits or need additional information, you can contact our Benefit Services department by calling 800-862-0838 or by calling the number on your ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line.

Deductible and Benefit Maximum

Under the DeltaCare dental plan, you do not have to pay a Deductible. In addition, there is not a Benefit Maximum for Covered Benefits.

In the event an Enrollee needs emergency dental care and they are more than 35 miles from their designated DeltaCare dentist, they can receive Covered Benefits from a Dentist other than their designated DeltaCare dentist. However, the Benefit Maximum for all emergency services from a dentist other than the designated DeltaCare dentist is limited to a maximum of \$50 per 12-month period.

Dependent Age Limits

DEPENDENT AGE LIMITS	
Covered dependent children	Through the end of the month they reach age 26

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DELTACARE –HENRICO

SCHEDULE A - DESCRIPTION OF BENEFITS AND COPAYMENTS (FIXED DOLLAR COPAYMENT)

The benefits shown below are performed as deemed appropriate by the attending DeltaCare Dentist subject to the limitations and exclusions of the program. Please refer to the Limitations and Exclusions for further clarification of benefits. Enrollees should discuss all treatment options with their DeltaCare Dentist prior to services being rendered.

Text that appears in italics below is specifically intended to clarify the delivery of benefits under the DeltaCare USA program and are not to be interpreted as CDT-2015 procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association (ADA). The ADA may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.

CODES		COPAYMENT
I. DIAGNOSTIC		
D0120	Periodic oral evaluation-established patient	No Cost
D0140	Limited oral evaluation—problem focused	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	No Cost
D0150	Comprehensive oral evaluation – new or established patient	No Cost
D0160	Detailed and extensive oral evaluation—problem focused, by report	No Cost
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	No Cost
D0180	Comprehensive periodontal evaluation – new or established patient	\$30.00
D0210	Intraoral - complete series of radiographic images – <i>limited to 1 series every 24 months</i>	No Cost
D0220	Intraoral - periapical first radiographic image	No Cost
D0230	Intraoral - periapical each additional radiographic image	No Cost
D0240	Intraoral - occlusal radiographic image	No Cost
D0270	Bitewing - single radiographic image	No Cost
D0272	Bitewings - two radiographic images	No Cost
D0273	Bitewings - three radiographic images	No Cost
D0274	Bitewings - four radiographic images – <i>limited to 1 series every 6 months</i>	No Cost
D0277	Vertical bitewings - 7 to 8 radiographic images	No Cost
D0330	Panoramic radiographic image	No Cost
D0460	Pulp vitality tests	No Cost
D0470	Diagnostic casts	No Cost
D0472	Accession of tissue, gross examination, preparation and transmission of written report	No Cost
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report	No Cost
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report	No Cost
II. PREVENTIVE		
D1110	Prophylaxis <i>cleaning</i> – adult – 2 per 12 month period	No Cost
D1110	<i>Additional prophylaxis cleaning- adult (within the 12 month period)</i>	\$41.00
D1120	Prophylaxis <i>cleaning</i> – child – 2 per 12 month period	No Cost
D1120	<i>Additional prophylaxis cleaning- child (within the 12 month period)</i>	\$30.00
D1206	Topical application of fluoride varnish – <i>child to age 19; 1 D1206 or D1208 per 6 month period</i>	No Cost

CODES**COPAYMENT**

D1208	Topical application of fluoride excluding varnish – <i>child to age 19; 1 D1206 or D1208 per 6 month period</i>	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>limited to permanent molars through age 15</i>	\$10.00
D1510	Space maintainer - fixed - unilateral	\$85.00
D1515	Space maintainer - fixed - bilateral	\$85.00
D1555	Removal of fixed space maintainer	\$10.00

III. RESTORATIVE (Fillings)

Includes indirect pulp capping, bases, liners and acid etch procedures

D2140	Amalgam - one surface, primary or permanent	No Cost
D2150	Amalgam - two surfaces, primary or permanent	No Cost
D2160	Amalgam - three surfaces, primary or permanent	No Cost
D2161	Amalgam -four or more surfaces, primary or permanent	No Cost
D2330	Resin-based composite - one surface, anterior	No Cost
D2331	Resin-based composite - two surfaces, anterior	No Cost
D2332	Resin-based composite - three surfaces, anterior	No Cost
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$75.00
D2390	Resin-based composite crown, anterior	\$69.00
D2391	Resin-based composite – one surface, posterior	\$35.00
D2392	Resin-based composite – two surfaces, posterior	\$45.00
D2393	Resin-based composite – three surfaces, posterior	\$65.00
D2394	Resin-based composite – four or more surfaces, posterior	\$85.00
D2510	Inlay - metallic - one surface[*]	\$360.00
D2520	Inlay - metallic - two surfaces[*]	\$360.00
D2530	Inlay - metallic - three or more surfaces[*]	\$360.00
D2542	Onlay - metallic - two surfaces[*]	\$415.00
D2543	Onlay - metallic - three surfaces[*]	\$415.00
D2544	Onlay - metallic - four or more surfaces[*]	\$415.00
D2740	Crown - porcelain/ceramic substrate [†]	\$445.00
D2750	Crown - porcelain fused to high noble metal [*][†]	\$405.00
D2751	Crown - porcelain fused to predominately base metal [†]	\$360.00
D2752	Crown - porcelain fused to noble metal [†]	\$385.00
D2780	Crown - ¾ cast high noble metal [*]	\$405.00
D2781	Crown - ¾ cast predominately base metal	\$360.00
D2782	Crown - ¾ cast noble metal	\$385.00
D2790	Crown - full cast high noble metal[*]	\$405.00
D2791	Crown - full cast predominately base metal	\$360.00
D2792	Crown - full cast noble metal	\$385.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	\$35.00
D2920	Re-cement or re-bond crown	\$35.00
D2930	Prefabricated stainless steel crown - primary tooth	\$95.00
D2931	Prefabricated stainless steel crown - permanent tooth	\$95.00
D2932	Prefabricated resin crown - <i>anterior primary tooth</i>	\$120.00
D2933	Prefabricated stainless steel crown with resin window - <i>anterior primary tooth</i>	\$150.00
D2940	Protective restoration	No Cost
D2950	Core buildup, including any pins when required	\$120.00
D2951	Pin retention - per tooth, in addition to restoration	\$10.00
D2952	Post and core in addition to crown, indirectly fabricated [*]	\$150.00
D2954	Prefabricated post and core in addition to crown – <i>base metal post; includes canal preparation</i>	\$120.00
D2960	Labial veneer (resin laminate) - chairside	\$65.00
D2970	Temporary crown (fractured tooth) – <i>palliative treatment only</i>	No Cost

CODES**COPAYMENT****IV. ENDODONTICS**

D3110	Pulp cap - direct (excluding final restoration)	No Cost
D3120	Pulp cap - indirect (excluding final restoration)	No Cost
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$50.00
D3221	Pulpal debridement, primary and permanent teeth	\$50.00
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration)	\$160.00
D3320	<i>Root canal</i> - endodontic therapy, bicuspid tooth (excluding final restoration)	\$185.00
D3330	<i>Root canal</i> - endodontic therapy, molar (excluding final restoration)	\$255.00
D3331	Treatment of root canal obstruction; non-surgical access	\$70.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$70.00
D3333	Internal root repair of perforation defects	\$70.00
D3346	Retreatment of previous root canal therapy - anterior	\$210.00
D3347	Retreatment of previous root canal therapy - bicuspid	\$240.00
D3348	Retreatment of previous root canal therapy - molar	\$305.00
D3410	Apicoectomy - anterior	\$190.00
D3421	Apicoectomy - bicuspid (first root)	\$190.00
D3425	Apicoectomy - molar (first root)	\$190.00
D3426	Apicoectomy (each additional root)	\$75.00
D3430	Retrograde filling - per root	\$50.00

V. PERIODONTICS

Includes preoperative and postoperative evaluations and treatment under a local anesthetic

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	\$120.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$60.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces, per quadrant	\$155.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces, per quadrant	\$80.00
D4245	Apically positioned flap	\$155.00
D4249	Clinical crown lengthening - hard tissue	\$170.00
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$305.00
D4261	Osseous surgery (including elevation of full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$155.00
D4263	Bone replacement graft- first site in quadrant	\$225.00
D4264	Bone replacement graft- each additional site in quadrant	\$175.00
D4266	Guided tissue regeneration- resorbable barrier, per site	\$295.00
D4267	Guided tissue regeneration- non-resorbable barrier, per site (includes membrane removal)	\$335.00
D4270	Pedicle soft tissue graft procedure	\$210.00
D4275	Soft tissue allograft	\$210.00
D4277	Free soft tissue graft procedure (including donor site surgery), first tooth or edentulous tooth position in graft	\$210.00
D4278	Free soft tissue graft procedure (including donor site surgery), each additional contiguous tooth or edentulous tooth position in same graft site	\$105.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$60.00
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$30.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis- <i>limited to 1 treatment in any 12 consecutive months</i>	\$45.00

<u>CODES</u>		<u>COPAYMENT</u>
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth	\$60.00
D4910	Periodontal maintenance – <i>limited to 2 treatments each 12 month period</i>	\$35.00
VI. PROSTHODONTICS, (removable)		
D5110	Complete denture - maxillary [**]	\$485.00
D5120	Complete denture - mandibular [**]	\$485.00
D5130	Immediate denture - maxillary [**]	\$485.00
D5140	Immediate denture - mandibular [**]	\$485.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth) [**]	\$430.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth) [**]	\$430.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) [**]	\$560.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) [**]	\$560.00
D5410	Adjust complete denture - maxillary	\$30.00
D5411	Adjust complete denture - mandibular	\$30.00
D5421	Adjust partial denture - maxillary	\$30.00
D5422	Adjust partial denture - mandibular	\$30.00
D5510	Repair broken complete denture base	\$65.00
D5520	Replace missing or broken teeth - complete denture (each tooth)	\$57.00
D5610	Repair resin denture base	\$65.00
D5630	Repair or replace broken clasp	\$75.00
D5640	Replace broken teeth - per tooth	\$63.00
D5650	Add tooth to existing partial denture	\$65.00
D5660	Add clasp to existing partial denture	\$75.00
D5710	Rebase complete maxillary denture	\$175.00
D5711	Rebase complete mandibular denture	\$175.00
D5720	Rebase maxillary partial denture	\$175.00
D5721	Rebase mandibular partial denture	\$175.00
D5730	Reline complete maxillary denture (chairside)	\$100.00
D5731	Reline complete mandibular denture (chairside)	\$100.00
D5740	Reline maxillary partial denture (chairside)	\$100.00
D5741	Reline mandibular partial denture (chairside)	\$100.00
D5750	Reline complete maxillary denture (laboratory)	\$150.00
D5751	Reline complete mandibular denture (laboratory)	\$150.00
D5760	Reline maxillary partial denture (laboratory)	\$150.00
D5761	Reline mandibular partial denture (laboratory)	\$150.00
D5810	Interim complete denture (maxillary)	\$229.00
D5811	Interim complete denture (mandibular)	\$229.00
D5820	Interim partial denture (maxillary)	\$198.00
D5821	Interim partial denture (mandibular)	\$198.00
VII. MAXILLOFACIAL PROSTHETICS – NOT COVERED (D5900-D5999)		
VIII. IMPLANT SERVICES – NOT COVERED (D6000-D6199)		
IX. PROSTHODONTICS, fixed (each retainer and each pontic constitutes a unit in fixed partial denture [bridge])		
D6210	Pontic - cast high noble metal [*]	\$405.00
D6211	Pontic - cast predominantly base metal	\$360.00
D6212	Pontic - cast noble metal	\$385.00
D6240	Pontic - porcelain fused to high noble metal [*][+]	\$405.00

CODES**COPAYMENT**

D6241	Pontic - porcelain fused to predominantly base metal [†]	\$360.00
D6242	Pontic - porcelain fused to noble metal [†]	\$385.00
D6245	Pontic - porcelain/ ceramic	\$400.00
D6602	Inlay - cast high noble metal, two surfaces [*]	\$405.00
D6603	Inlay - cast high noble metal, three or more surfaces [*]	\$405.00
D6604	Inlay - cast predominantly base metal, two surfaces	\$360.00
D6605	Inlay - cast predominately base metal, three or more surfaces	\$360.00
D6606	Inlay - cast noble metal, two surfaces	\$385.00
D6607	Inlay - cast noble metal, three or more surfaces	\$385.00
D6610	Onlay - cast high noble metal, two surfaces [*]	\$405.00
D6611	Onlay - cast high noble metal, three or more surfaces [*]	\$405.00
D6612	Onlay - cast predominantly base metal, two surfaces	\$360.00
D6613	Onlay - cast predominantly base metal, three or more surfaces	\$360.00
D6614	Onlay - cast noble metal, two surfaces	\$385.00
D6615	Onlay - cast noble metal, three or more surfaces	\$385.00
D6740	Crown - porcelain / ceramic	\$445.00
D6750	Crown - porcelain fused to high noble metal [*][†]	\$405.00
D6751	Crown - porcelain fused to predominantly base metal [†]	\$360.00
D6752	Crown - porcelain fused to noble metal [†]	\$385.00
D6780	Crown - ¾ cast high noble metal [*]	\$405.00
D6781	Crown - ¾ cast predominantly base metal	\$360.00
D6782	Crown - ¾ cast noble metal	\$385.00
D6790	Crown - full cast high noble metal [*]	\$405.00
D6791	Crown - full cast predominantly base metal	\$360.00
D6792	Crown - full cast noble metal	\$385.00
D6930	Re-cement or re-bond fixed partial denture	\$18.00

*Base or noble metal is the Covered Benefit. If high noble metal (precious) is used for a crown, bridge, indirectly fabricated post and core, inlay or onlay, the Enrollee will be charged the additional laboratory cost of the high noble metal. An additional laboratory charge also applies to a titanium crown.

†Porcelain on molars is considered optional treatment.

X. ORAL AND MAXILLOFACIAL SURGERY

Includes preoperative and postoperative evaluations and treatment under a local anesthetic

D7111	Extraction, coronal remnants - deciduous teeth	\$5.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$5.00
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$35.00
D7220	Removal of impacted tooth - soft tissue	\$30.00
D7230	Removal of impacted tooth - partially bony	\$65.00
D7240	Removal of impacted tooth - completely bony	\$85.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$85.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	\$35.00
D7260	Oroantral fistula closure	\$85.00
D7261	Primary closure of a sinus perforation	\$85.00
D7270	Tooth re-implantation and/or stabilization if accidentally evulsed or displaced tooth	No Cost
D7280	Surgical access of an unerupted tooth	No Cost
D7285	Incisional biopsy of oral tissue - hard (bone, tooth)	\$55.00
D7286	Incisional biopsy of oral tissue - soft	\$45.00
D7310	Alveoplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$40.00
D7320	Alveoplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$55.00
D7450	Removal of benign odontogenic cyst or tumor- lesion diameter up to 1.25 cm	No Cost

<u>CODES</u>		<u>COPAYMENT</u>
D7451	Removal of benign odontogenic cyst or tumor- lesion diameter greater than 1.25 cm	No Cost
D7471	Removal of lateral exostosis (maxilla or mandible)	No Cost
D7472	Removal of torus palatinus	No Cost
D7473	Removal of torus mandibularis	No Cost
D7485	Surgical reduction of osseous tuberosity	\$55.00
D7510	Incision and drainage of abscess – intraoral soft tissue	No Cost
D7960	Frenulectomy – also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	No Cost

XI. ORTHODONTICS

Records solely for the purpose of Orthodontics include pre and post records as follows:

Post-treatment records include the following:

D8050	Interceptive orthodontic treatment of the primary dentition	\$375.00
D8060	Interceptive orthodontic treatment of the transitional dentition	\$375.00
D8070	Comprehensive orthodontic treatment of the transitional dentition [***] - <i>child or adolescent to age 19</i>	\$400.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition [***] - <i>adolescent to age 19</i>	\$400.00
D8090	Comprehensive orthodontic treatment of the adult dentition [***] - <i>adults, including covered dependent adult children</i>	\$400.00
D8660	Orthodontic retention (removal of appliances, construction and placement of <i>removable</i> retainers) [***]	\$50.00
D8670	Periodic orthodontic treatment visit (as part of contract)	
	Children- up to 19th birthday 24 month treatment fee	\$1,500.00
	Charge per month for 24 months	\$63.00
	Adults 24 month treatment fee	\$2,000.00
	Charge per month for 24 months	\$83.00
D8680	Orthodontic retention (removal of appliances, construction and placement of retainers) [***]	\$300.00
D8999	Unspecified orthodontic procedure, by report	\$150.00

***Services include initial examination, diagnosis, consultation, initial banding, 24 months of active treatment, debanding, and the retention phase of treatment. The retention phase includes the initial construction, placement and adjustments to retainers and office visits for a maximum of 24 months. For treatment plans extending beyond 24 months of active treatment, the Subscriber will be subject to an additional fee.

XII. ADJUNCTIVE GENERAL SERVICES

D9110	Palliative (emergency) treatment of dental pain-minor procedure	No Cost
D9220	Deep sedation/general anesthesia- first 30 minutes	\$130.00
D9221	Deep sedation/general anesthesia- each additional 15 minutes	\$65.00
D9241	Intravenous moderate (conscious) sedation/analgesia- first 30 minutes	\$130.00
D9242	Intravenous moderate (conscious) sedation/analgesia- each additional 15 minutes	\$65.00
D9310	Consultation - diagnostic services provided by a dentist or physician other than requesting dentist or physician	No Cost
D9430	Office visit for observation (during regularly scheduled hours)- no other services performed	No Cost
D9440	Office visit - after regularly scheduled hours	\$45.00
D9450	Case presentation, detailed and extensive treatment planning	No Cost
D9940	Occlusal guard, by report	\$135.00
D9951	Occlusal adjustment - limited	\$25.00
D9952	Occlusal adjustment - complete	\$140.00

Optional is defined as any alternative procedure presented by the DeltaCare Dentist that satisfies the same dental need as a covered procedure, is chosen by the Enrollee, and is subject to the limitations and exclusions of the dental plan. The applicable charge to the Enrollee is the difference between the DeltaCare dentist's fee for the Optional procedure and the Plan Allowance for the covered procedure, plus any applicable Copayment for the covered procedure. Optional treatment does not apply when alternative choices are benefits. Questions regarding the DeltaCare dental plan should be directed to DeltaCare's Benefit Service department at (800) 862-0838. Services that are more expensive than the treatment usually provided under accepted dental practice standards or include the use of specialized techniques instead of standard procedures such as a crown where filling would restore a tooth or an implant in place of a fixed bridge or partial to restore a missing tooth are considered optional treatment. The patient must pay the difference in cost between the dentist's usual fees for the Covered Benefit and the optional or more expensive treatment plus any applicable Copayment.

If services for a listed procedure are performed by the assigned DeltaCare Dentist, the Enrollee pays the specified Copayment. Listed procedures which require a Dentist to provide Specialist services, and are referred by the assigned DeltaCare Dentist, must be preauthorized in writing by Delta Dental of Virginia. The Enrollee pays the Copayment specified for such services.

Procedures not listed above are not covered; however, may be available at the DeltaCare Dentist's Plan Allowance.

The above procedures are performed as needed and deemed necessary by your attending DeltaCare Dentist subject to the limitations and exclusions of the program. Please refer to those sections for further clarification of benefits.

The DeltaCare Dentist shall provide emergency dental care for a Covered Benefit which is required while an Enrollee is within 35 miles of the facility of the DeltaCare Dentist. If an Enrollee requires emergency dental care and is more than 35 miles from the facility of the DeltaCare Dentist, then Delta Dental of Virginia shall reimburse the Enrollee the cost of such emergency dental care which exceeds the Enrollee's Copayment up to a \$50 maximum in a 12-month period. Emergency dental care shall be limited to listed procedures, and as described in code D9110 above: "Palliative (emergency) treatment of dental pain". Any further treatment of the cause of such emergency dental care must be preauthorized by Delta Dental or provided by the assigned DeltaCare Dentist.

PD.DC#SchA[01.2015]

Henrico.01.2015

LIMITATIONS

- Prophylaxis is limited to two treatments each 12 consecutive month period (includes periodontal maintenance following active therapy);
- Fluoride limited to two applications every 12 consecutive month period for dependents under the age of 19;
- Full maxillary and/or mandibular dentures including immediate dentures are not to exceed one each in any five year period from initial placement;
- Partial dentures are not to be replaced within any five year period from initial placement, unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible;
- Crown(s) and fixed partial dentures (bridges) are not to be replaced within any five year period from initial placement;
- Denture relines are limited to one per denture during any 12 consecutive months;
- Periodontal treatments (root planing/subgingival curettage) are limited to four quadrants during any 12} consecutive months;
- Full mouth debridement (gross scale) is limited to one treatment in 12 consecutive month period;
- Bitewing X-rays are limited to not more than one series of four films in any six month period;
- A full mouth X-ray series (including any combination of periapicals or bitewings with a panoramic film) or a series of seven or more vertical bitewings is limited to one series every 24 months;
- Benefits for sealants include the application of sealants only to the occlusal surface of permanent molars for patients through age 15. The teeth must be free from caries or restorations on the occlusal surface. Benefits include the repair or replacement of a sealant on any tooth within three years of its application by the same DeltaCare Dentist who placed the sealant;
- Replacement of prosthetic appliances (bridges, partial or full dentures) shall be considered only if the existing appliance is no longer functional or cannot be made functional by repair or adjustment and meets the five year limitation for replacement;
- Coverage is limited to the benefit customarily provided. Enrollee must pay the difference in cost between the Dentist's usual fees for the Covered Benefit and the optional or more expensive treatment plus any applicable Copayment;
- Services that are more expensive than the treatment usually provided under accepted dental practice standards or include the use of specialized techniques instead of standard procedures, such as a crown where filling would restore a tooth or an implant in place of a fixed bridge or partial to restore a missing tooth, are considered Optional Treatment;
- Composite resin restorations to restore decay or missing tooth structure that extend beyond the enamel layer are limited to anterior teeth (cuspid to cuspid) and facial surfaces of maxillary bicuspid;
- A fixed partial denture (bridge) is limited to the replacement of permanent anterior teeth provided it is not in connection with a partial denture on the same arch, or duplicates an existing, non-functional bridge and it meets the five year limitation for replacement;
- Stayplates, in conjunction with fixed or removable appliances, are limited to the replacement of extracted anterior teeth for adults during a healing period or in children 16 years and under for missing anterior teeth;
- Benefits provided by pediatric Dentist are limited to children through age seven following an attempt by the assigned DeltaCare Dentist to treat the child and upon prior authorization by a Delta Dental, less

applicable Copayment. Delta Dental will consider exceptions for medical conditions, regardless of age limitation, on an individual basis

- Porcelain crowns and porcelain fused to metal crowns on all molars are considered Optional Treatment;
- Fixed bridges used to replace missing posterior teeth are considered Optional Treatment when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge used under these circumstances is considered optional dental treatment. The Enrollee must pay the difference in cost between the DeltaCare Dentist's Plan Allowance for the Covered Benefit and the Optional Treatment, plus any Copayment for the Covered Benefit.

PD.DC#CLMT [01.2012]

ORTHODONTIC LIMITATIONS

The DeltaCare dental plan provides coverage for orthodontic treatment plans provided by a DeltaCare Orthodontist. The cost to the Enrollee for the treatment plan is listed in **Schedule A - Description of Benefits and Copayments** subject to the following:

- Orthodontic treatment must be provided by a DeltaCare Orthodontist.
- Plan benefits cover 24 months of active comprehensive orthodontic treatment and include the initial examination, diagnosis, consultation, initial banding, de-banding and the retention phase of treatment. The retention phase includes the initial construction, placement and adjustments to retainers and office visits for a maximum of 24 months.
- For treatment plans extending beyond 24 months of active treatment, the Enrollee will be subject to a monthly office visit fee.
- Should an Enrollee's coverage be canceled or terminated for any reason, and at the time of cancellation or termination, the Enrollee or Enrollee's dependent is receiving orthodontic treatment, the Enrollee and not Delta Dental will be solely responsible for payment for treatment provided after cancellation or termination. In such a case, the Enrollee's payment shall be based on the Dentist's usual fee at the beginning of treatment. The amount will be pro-rated over the months until completion of the treatment and will be payable by the Enrollee on such terms and conditions as are arranged between the Enrollee and the Orthodontist.
- If treatment is not required or the Enrollee chooses not to start treatment after the Orthodontist has completed the diagnosis and consultation, the Enrollee will be charged a consultation fee of \$25 in addition to diagnostic record fees.
- The Copayment is payable to the DeltaCare Orthodontist who initiates banding in a course of orthodontic treatment. If, after banding has been initiated, the Enrollee changes to another DeltaCare Orthodontist to continue orthodontic treatment the Enrollee will not be entitled to a refund of any amounts previously paid. In addition, the Enrollee will be responsible for all payments, up to and including the full Copayment, that is required by the new DeltaCare Orthodontist for completion of the orthodontic treatment.
- Three recementations or replacements of a bracket/band on the same tooth or a total of five rebracketings/rebandings on different teeth during the covered course of treatment are Covered Benefits. If any additional recementations or replacements of brackets/bands are performed, the Enrollee is responsible for the cost at the DeltaCare Orthodontist's Plan Allowance.

PD.DC#COLM [01.2011]

1.0 HOW DELTA DENTAL PAYS FOR COVERED BENEFITS

Covered Benefits by Selected DeltaCare Dentists:

A DeltaCare Dentist must provide all Covered Benefits, except as otherwise specifically provided in this EOC. DeltaCare General Dentists typically receive a fixed periodic fee for covered routine dental services that they provide. Payments for covered Specialist Services that DeltaCare Specialist Dentists provide are based on DeltaCare Specialist Allowances. You are responsible for Copayments for Covered Benefits which are listed in **Schedule A - Description of Benefits and Copayments**.

Covered Benefits by Non-Participating Dentists:

Dental services provided by a Dentist other than your selected DeltaCare Dentist are not Covered Benefits, except as otherwise specifically provided in this section of the EOC. There are **only** two circumstances when these services may be covered:

1. Your DeltaCare Dentist should be reasonably available to provide every Covered Benefit. However, in extraordinary circumstances, Delta Dental will authorize a Dentist other than your designated DeltaCare Dentist to provide a Covered Benefit. If (a) Delta Dental determines, in its sole discretion (subject to any and all internal and external appeals available to Enrollee), that the Covered Benefit is not reasonably available from your DeltaCare Dentist and (b) Delta Dental authorizes the service(s) in writing in advance.
2. You may also receive Covered Benefits from a Dentist other than your designated DeltaCare Dentist if these Covered Benefits are Emergency Services and you are at least 35 miles from your DeltaCare Dentist's office. However, your benefit for all Emergency Services is limited to a maximum of \$50 per 12-month period. Your assigned DeltaCare Dentist must provide any further treatment related to your need for emergency dental care; unless, otherwise authorized by Delta Dental. An Emergency Service is defined as Covered Benefits requiring immediate attention to alleviate severe pain, swelling or bleeding or to avoid serious jeopardy to your health.

Unless Virginia law requires otherwise, we pay you directly for any Covered Benefits that a Dentist other than your designated DeltaCare Dentist provides.

POD.DCEOC#PAY [01.2007]

2.0 SELECTING A DELTACARE DENTIST

At the time you enroll in the DeltaCare program, you will select a dentist for your family that participates in the DeltaCare program. Please consult Delta Dental's website at deltadentalva.com for the most up-to-date information on participating DeltaCare Dentists or call our Benefit Services department at 800-862-0838.

Once enrolled, you may change your families DeltaCare Dentist during your Group's Annual Enrollment Period. You may also change your families DeltaCare Dentist between Annual Enrollment Periods if you are not satisfied with the DeltaCare Dentist that you have selected. In addition, you may change your families DeltaCare Dentist if (1) the DeltaCare Dentist's office is no longer convenient because of a move or (2) your family status changes. Family status changes include marriage, divorce, or the addition or deletion of a Dependent. You must notify Delta Dental in writing before the 15th of the month if you wish the change to be effective on the 1st of the next month.

There is one exception, if you elect to change DeltaCare Orthodontist after initial banding. The Enrollee will not be entitled to a refund of any amounts previously paid, and the Enrollee will be responsible for all payments, up to and including the full Copayment required by the new DeltaCare Orthodontist for completion of the orthodontic treatment.

POD.DCEOC#SELECT [01.2007]

3.0 ELIGIBILITY AND ENROLLMENT

You are eligible for coverage, if you:

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

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

The following individuals are eligible for coverage:

Subscriber

Eligible Subscriber includes:

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

Dependent

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

Eligible Dependent includes:

Subscriber's spouse

Subscriber's children, including:

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

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

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

Other Individuals

As determined to be eligible by the Group.

Military Leave

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

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

Changing Coverage

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

PD.DCE#ELG [10.2010]

4.0 COVERED BENEFITS, DEDUCTIBLE AND BENEFIT WAITING PERIOD

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

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

See the **Schedule A - Description of Benefits and Copayments** for a listing of Covered Benefits and any applicable Copayment.

NOTE: In order for a benefit to be covered, it must be listed as a Covered Benefit on the **Schedule A - Description of Benefits and Copayments**.

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

1. Cleaning or scaling your teeth,
2. Applying fluoride directly (i.e. "topically") to your teeth,
3. Administering oral anesthetics topically,
4. Applying antimicrobial agents topically for the treatment of periodontal pocket lesions, and
5. Administering analgesia and anesthesia.

To be covered, the dental hygienist's services:

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

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

All Covered Benefits are subject to the limitations described in the **Limitations**.

Deductibles, Benefit Maximums, and Copayments

Your Deductibles and Benefit Maximums are listed in the **Plan Provisions**. In the DeltaCare dental plan, there is not a Deductible that has to be paid by you or your covered Dependents.

Benefit Maximum is the total dollar amount that Delta Dental will pay for Covered Benefits during a Benefit Period. Under the DeltaCare dental plan, there is not a Benefit Maximum on Covered Benefits provided by your DeltaCare Dentist. A Benefit Maximum does apply when you seek dental care for emergency services.

Copayment is a fixed dollar amount you must pay for a Covered Benefit. The Copayments are shown in the **Schedule A - Description of Benefits and Copayments**. The Dentist may require payment of any Copayment at the time you receive the Covered Benefit.

POD.DCEOC#CB [01.2007]

5.0 EXCLUSIONS

The following are not Covered Benefits under any circumstance **unless specifically identified** as a Covered Benefit in the **Schedule A - Description of Benefits and Copayments**:

1. Except as otherwise specifically provided in the plan document, services or supplies provided by someone other than a DeltaCare Dentist or a qualified dental hygienist working under the supervision of a DeltaCare Dentist;
2. Services that would not be covered, if a DeltaCare Dentist provided them, regardless of who the Dentist is;
3. General anesthesia, IV sedation, and nitrous oxide and the services of a special anesthesiologist;
4. Dental procedures performed for purely cosmetic purposes;
5. Dental Services for injuries or conditions that may be covered under Worker's Compensation or similar employer liability laws; benefits or services that are available under any federal, state, or municipal government program (subject to the rules and regulations of those programs) or from any charitable foundation or similar entity; also services provided to the Enrollee without cost by any municipality, county or other political subdivision;
6. Charges by any hospital or other surgical or treatment facility, or any additional fees charged by a dentist for treatment in any such facility;
7. Treatment of fractures, dislocations and subluxations of the upper or lower jaw. This includes therapy, surgery and appliances to correct temporomandibular joint (TMJ) dysfunction, problems, and/or occlusal disharmony (including occlusal equilibration).
8. Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures);
9. Dental Services started or provided before the date the Enrollee is enrolled under the EOC. Also, except as otherwise provided in this EOC, benefits for a course of treatment that began before the Enrollee is enrolled under this EOC.
10. Except as otherwise provided in this EOC, Dental Services provided after the date that the individual is no longer enrolled or eligible for coverage under this EOC.

11. Any service not specifically listed as a Covered Benefit in **Schedule A - Description of Benefits and Copayments**;
12. Correcting congenital or developmental malformations, including replacement of congenitally missing teeth, unless restoration is needed to restore normal bodily function (unless mandated by state law);
13. Cysts and malignancies;
14. Prescription drugs;
15. Accidental injury. Accidental injury is defined as damage to the hard and soft tissues of the oral cavity resulting from forces external to the mouth. Damages to the hard and soft tissues of the oral cavity from normal masticatory (chewing) function will be covered at the normal schedule of benefits **subject to this EOC's terms, conditions, limitations, and other exclusions**;
16. Cases in which the treating Dentist has indicated a satisfactory result cannot be obtained or there is little or no likelihood of a successful and lasting result based on the patient's dental condition.;
17. Dental services received from any dental office other than the assigned DeltaCare dental office, unless expressly authorized in writing by Delta Dental or as cited under 'Emergency Service';
18. Prophylactic removal of impactions (asymptomatic, nonpathological);
19. " Consultations" for noncovered benefits;
20. Implant placement or removal of appliances placed on or services associated with implants, including but not limited to prophylaxis and periodontal treatment;
21. Placement of a crown where there is sufficient tooth structure to retain a standard filling;
22. Porcelain crowns and porcelain fused to metal crowns on all molars;
23. Restorations placed due to cosmetics, abrasions, attrition, erosion, restoring or altering vertical dimension, congenital or developmental malformation of teeth;
24. Fixed bridges used to replace missing posterior teeth are considered optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge used under these circumstances is considered optional dental treatment. The patient must pay the difference in cost between the Dentist's usual fees for the covered benefit and plan allowance for the Optional Treatment, plus any Copayment for the Covered Benefit;
25. Appliances or restorations necessary to increase vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, equilibration or treatment of disturbances of the temporomandibular joint (TMJ);
26. Extensive treatment plans involving 10 or more crowns or units of fixed bridgework (major mouth reconstruction);
27. Precious metal for removable appliances, precision abutments for partials or bridges (overlays, implants, and appliances associated therewith), personalization and characterization;
28. Soft tissue management including without limitation irrigation, infusion, and any special toothbrush;
29. Diagnosis, treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services;
30. Restorative work caused by orthodontic treatment;

31. Extractions solely for the purpose of orthodontics; and
32. Specialist Services that Delta Dental has not authorized in writing in advance (except Covered Benefits for orthodontic services that a DeltaCare Orthodontist provides).

PD.DC#CEXE [01.2011]

EXCLUSIONS [ORTHODONTIC]

The following are not Covered Benefits under any circumstance **unless specifically identified** as a Covered Benefit in the **Schedule A - Description of Benefits and Copayments**:

1. Orthodontic services provided by an Orthodontist who is not a DeltaCare Orthodontist;
2. Lost, stolen or broken orthodontic appliances, functional appliances, headgear, retainers and expansion appliances;
3. Retreatment of orthodontic cases;
4. Changes in treatment necessitated by accident of any kind;
5. Surgical procedures incidental to orthodontic treatment;
6. Myofunctional therapy;
7. Surgical procedures related to cleft palate, micrognathia or macrognathia;
8. Treatment related to temporomandibular joint disturbances (TMJ);
9. Supplemental appliances not routinely utilized in typical comprehensive orthodontics, including but not limited to: palatal expander, habit control appliance, pendulum, quad helix or herbst;
10. Restorative work caused by orthodontic treatment;
11. Active treatment that extends more than 24 months from the point of banding dentition will be subject to an office visit;
12. Phase I orthodontics is an exclusion as well as activator appliances and minor treatment for tooth guidance and/or arch expansion. Phase I orthodontics is defined as early treatment including interceptive orthodontia prior to the development of late mixed dentition;
13. Extractions solely for the purpose of orthodontics;
14. Treatment in progress at inception of eligibility;
15. Patient initiated transfer after bands have been placed;
16. Composite or ceramic brackets, lingual adaption of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.

PD.DC#COEX [01.2011]

6.0 WHEN COVERAGE ENDS

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

Examples of when an Enrollee may cease to be eligible:

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

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

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

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

COBRA continuation of coverage

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

Continuous coverage under state law (12 months)

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

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

Under the state continuation, you will make monthly premium payments to the Group for as long as the coverage is active during the 12 month period.

Conversion to an individual conversion policy

If an Enrollee loses eligibility for coverage under the Group's dental plan, the Enrollee may be able to continue coverage under an individual conversion dental plan. Benefits under an individual conversion dental plan may not match your current Group dental plan. Delta Dental will issue the individual policy without further evidence of insurability, if:

- the Enrollee meets enrollment requirements for an individual plan, and

- the Enrollee applies within 60 days after their Group coverage ends.

It is your responsibility to make premium payments. Coverage under an individual conversion dental policy will not end when the Group policy terminates.

PD.DCE#END [10.2010]

7.0 CLAIMS, APPEALS AND GRIEVANCES

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

Filing a Claim

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

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

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

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

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

Claims Review and Appeals Procedures

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

The individual is not eligible to participate in the dental plan; or

Delta Dental determines that a benefit or service is not a Covered Benefit because:

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

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

Type of Claim	Claim Procedures and Appeal Process	
<p>Urgent Care Health Claim Claims for conditions that could jeopardize life, health, or ability to regain maximum function, or would subject you to severe pain. Claims where the reasonable layperson standard is used, except that if a physician determines the condition is urgent, the plan must accept the physician's determination.</p>	Step 1:	The plan has 72 hours after receiving your initial claim to approve or deny the claim.
	Step 2:	For a denied claim, you have 180 days to appeal the decision and 60 days from receipt of notice to appeal any subsequent determinations.
	Step 3:	The plan has 72 hours after receiving your appeal to notify you of its appeal decision.
Type of Claim	Claim Procedures and Appeal Process	
<p>Improper or Incomplete Claim A claim that does not include enough information for us to make a determination.</p>	Step 1:	The plan has 24 hours after receiving your initial claim to notify you that your claim is improper or incomplete.
	Step 2:	You have 48 hours after receiving notice from the plan to correct or complete your claim.
	Step 3:	The plan has 48 hours to notify you if your claim is approved or denied. The plan must do so within the earlier of 48 hours of: Receiving your completed claim, or Your deadline to complete the claim.
	Step 4:	For a denied claim, you have 180 days to appeal the decision and 60 days from receipt of notice to appeal any subsequent determinations.
	Step 5:	The plan has 72 hours after receiving your appeal to notify you of its appeal decision.
<p>Pre-Service Health Claim Group dental claims where treatment must be preauthorized before it is performed.</p>	Step 1:	<p>The plan has 15 days after receiving your initial claim to notify you if your claim is approved or denied.</p> <p>The plan is permitted a one time extension of 15 days for matters beyond the control of the plan. You must be notified within the initial 15 day period by the plan of the extension and the reason for the extension.</p>
	Step 2:	For a denied claim, you have 180 days to appeal the decision and 60 days from receipt of notice to appeal any subsequent determinations.
	Step 3:	The plan has 30 days after receiving your appeal (15 days if the plan allows two (2) levels of appeal) to notify you of the appeal decision. Both levels of appeal must be completed within the 30-day deadline.
<p>Improper or Incomplete Claim A claim that does not include</p>	Step 1:	The plan has 5 days after receiving your initial claim to notify you that your claim is an improper claim.

enough information for us to make a determination.	Step 2:	The plan has 15 days after receiving your claim to notify you of its decision to approve or deny the claim. The plan is permitted a one time extension of 15 days due to insufficient information received with the claim and the plan is unable to make a benefit determination. The plan must notify you within 15 days after receipt of the initial claim if an extension will be needed.
	Step 3:	You have 45 days after receiving the extension notice to provide additional information or complete the claim.
	Step 4:	For a denied claim, you have 180 days to appeal the decision and 60 days from receipt of notice to appeal any subsequent determinations.
Type of Claim		Claim Procedures and Appeal Process
	Step 5	The plan has 30 days after receiving your appeal (15 days if the plan allows two (2) levels of appeal) to notify you of the appeal decision. Both levels of appeal must be completed within the 30-day deadline.
Post-Service Health Claim A claim that is a request for payment under the Plan for covered services already received.	Step 1:	The plan has 30 days after receiving your initial claim to notify you of the benefit determination. The plan can take a one-time extension of 15 days for matters beyond their control. You must be notified within the initial 30-day period of the extension and the reason for the extension.
	Step 2:	For a denied claim, you have 180 days to appeal the decision and 60 days from receipt of notice to appeal any subsequent determinations.
	Step 3:	The plan has 60 days after receiving your appeal (30 days if the group allows two (2) levels of appeal) to notify you of the appeal decision. Both levels of appeal must be completed within the 60-day deadline.
Improper or Incomplete Claim A claim that does not include enough information for us to make a determination.	Step 1:	The plan has 30 days after receiving your initial claim to notify you of the benefit determination. The plan can take a one-time extension of 15 days for matters beyond their control. You must be notified within the initial 30-day period of the extension and the reason for the extension.
	Step 2:	You have 45 days after receiving the extension notice to provide additional information or complete the claim.
	Step 3:	For a denied claim, you have 180 days to appeal the decision and 60 days from receipt of notice to appeal any subsequent determinations.

	Step 4:	The plan has 60 days after receiving your appeal (30 days if the group allows two (2) levels of appeal) to notify you of the appeal decision. Both levels of appeal must be complete within the 60-day deadline.
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Notice to Claimant of Adverse Benefit Determinations

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

Authorized Representative

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

Appeals of Adverse Benefit Determinations

Benefit Service Representatives are available during regular business hours to answer your questions. You can reach us at 800-862-0838 or the toll-free number on the bottom of your Delta Dental of Virginia ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line. If a matter cannot be resolved to your satisfaction based on a telephone call, Delta Dental’s internal appeals process is available to you. This is a mandatory process. This means that you must use Delta Dental’s internal appeals process before taking any legal action.

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

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

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

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

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

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



Grievances

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

Please send your grievance to:

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

External Assistance

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

Address:	Office of Licensure and Certification Virginia Department of Health 9960 Mayland Drive, Suite 401 Richmond, Virginia 23233-1463
Telephone Toll-Free:	800-955-1819
Richmond:	804- 367-2106
Fax:	804-527-4503
E-Mail:	mchip@vdh.virginia.gov
Web Page:	http://www.vdh.virginia.gov
Address:	Consumer Service Section Virginia Bureau of Insurance PO Box 1157 Richmond, Virginia 23218
Telephone Toll-Free:	800-552-7945
Richmond:	804-371-9691
Fax:	804-371-9944
E-Mail:	bureauofinsurance@scc.virginia.gov
Web Page:	http://www.scc.virginia.gov/division/boi

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

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

PD.DCE#CLM [07.2011]

8.0 COORDINATION OF BENEFITS (COB) WITH OTHER PLANS

You and your family members may have coverage for Dental Services by more than one Plan. For instance, you may have coverage under this Plan as an employee and under another Plan as a dependent. The coordination provision determines how the dental Plan pays benefits when you have coverage under more than one dental Plan. Among other things, coordination of benefits eliminates duplicate payments for the same Dental Services. Please note you can never receive **more** than your actual out of pocket expense for a dental procedure or service (i.e. You cannot claim the full amount of your out of pocket expense under both Plans. You can only claim under the second Plan the portion that the first Plan did not cover.)

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

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

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

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

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

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

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

Under the terms of DeltaCare, in most cases benefits are not payable if the Enrollee does not obtain Covered Services from a DeltaCare Participating Dentist. In most instances, COB does not occur if an Enrollee is enrolled in two (2) or more closed panel plans and obtains services from a Dentist in one of the closed panel plans because the other closed panel plan (the one whose Dentist was not used) has no liability. However, COB may occur when an Enrollee receives emergency services that would have been covered by both plans.

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

POD.DCEOC#COB [01.2007]

9.0 ORAL HEALTH INFORMATION

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

POD.DCEOC#OH [01.2007]

10.0 MEMBER RIGHTS AND RESPONSIBILITIES

Delta Dental member companies collectively form the nation's largest and most experienced dental benefits organization with thousands of Participating Dentists nationwide. Committed to offering access to quality dental care, Delta Dental covers million of workers and their families. The federal government's development of a Consumer Bill of Rights and Responsibilities establishes a clear set of unifying standards and is an important step forward for all those involved in the health care system. Delta Dental of Virginia is providing you with the below "Statement of Consumer Rights and Responsibilities" to show its commitment to establishing a stronger relationship of trust among consumers, dental professionals and dental plans.

Statement of Consumer Rights and Responsibilities

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

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

- DELTA DENTAL MAKES DENTAL SERVICES READILY AVAILABLE

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

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

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

- DELTA DENTAL OFFERS ACCESS TO SPECIALTY CARE

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

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

- DELTA DENTAL OFFERS OUR PROVIDER DIRECTORY ON-LINE

Delta Dental recognizes the importance of providing you with the most current listing of Dentists available to you. Therefore, Delta Dental has the directory of Participating Dentist's available on-line at deltadentalva.com. If you do not have access to the internet, you can request a hard copy by calling Delta Dental of Virginia at 800-862-0838.

- DELTA DENTAL GIVES CONSUMERS ACCESS TO EMERGENCY CARE

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

- DELTA DENTAL BELIEVES CHOICE OF BENEFIT PROGRAMS IS IMPORTANT

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

- DELTA DENTAL SUPPORTS DISCLOSURE OF PATIENT OPTIONS IN DENTAL TREATMENT (NO GAG RULES PERMITTED)

There is a variety of professionally sound treatment options for many dental conditions. Dentists under contract to Delta Dental recognize their obligations to discuss these options with their patients and thoroughly explain the benefits available for each, as well as the level of consumer participation required in the cost of care. Delta Dental endorses this practice and never restricts its participating Dentists from openly discussing such treatment options with their patients.

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

- DELTA DENTAL HAS A SYSTEM TO RESOLVE COMPLAINTS AND APPEALS

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

- DELTA DENTAL SUPPORTS AND COMPLIES WITH STATE REGULATORY PROTECTIONS

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

- DELTA DENTAL IS COMMITTED TO SAFEGUARDING CONSUMER INFORMATION

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

- DELTA DENTAL ENCOURAGES CONSUMER INVOLVEMENT IN BENEFITS PLAN POLICY

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

- DELTA DENTAL BELIEVES CONSUMERS OF DENTAL PLANS ALSO HAVE RESPONSIBILITIES

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

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

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

POD.DCEOC#RIGHTS [01.2007]

11.0 DEFINITIONS

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

- **Benefit Maximum** is the total dollar amount that Delta Dental will pay for the listed Covered Benefits during the specified Benefit Period.
- **Benefit Period** is a specified period to incur Covered Benefits in order for them to be eligible for payment. This is also the specified period of time that your Deductible (if any) and your Benefit Maximum (if any) is calculated.
- **Benefit Waiting Period** is the period of time that must pass after enrolling under the plan before an Enrollee can start receiving Covered Benefits.
- **Contract** means the Group's Dental Care Contract, including this EOC and EOC schedules, addenda, and amendments made a part of the Group's Dental Care Contract.
- **Copayment** is a fixed dollar amount of the Covered Benefit the Enrollee is responsible for paying. An Enrollee pays the Copayment to the Dentist, not to Delta Dental.
- **Covered Benefits/Covered Services** means the Dental Services covered under this EOC subject to its terms, conditions, exclusions, and limitations of the contract.
- **Deductible** is a fixed dollar amount the Enrollee is responsible to pay before Delta Dental will begin covering the cost of Covered Benefits.
- **Delta Dental** means Delta Dental of Virginia.
- **Dental Necessity** means for a Covered Benefit that Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to you), determines is necessary or customary for the diagnosis or treatment of your condition. In making this determination, Delta Dental will take into account whether a prudent dentist would (a) provide the service or product to a patient to diagnose, evaluate, prevent or treat an injury, disease or (b) its symptoms in accordance with generally accepted dental practices of the professional dental community and within their professional guidelines.

Dental Necessity includes, but is not limited to, treatments involving dental structures and pathology which, while rarely medically necessary, are essential to resolve the condition of dental disease. A medically necessary situation as it relates to dental therapies is one where failure to provide the Dental Service(s) would result in harmful effects to one's overall health status or are necessary to sustain life.
- **Dental Services** means care and procedures provided by a Dentist for the diagnosis and treatment of dental disease or injury. Not all Dental Services are Covered Benefits.
- **Dentist** means a person with a valid, unrestricted license to practice dentistry in the state or other jurisdiction in which the Enrollee receives the Dental Service.
- **Dependent** is any person who is a member of the Subscriber's family, who meets all applicable eligibility requirements under the Group's dental plan and has properly enrolled.
- **Effective Date** is the date coverage begins for an Enrollee provided they have properly enrolled.
- **Enrollee** means the Subscriber's Dependents, as well as the Subscriber, who are entitled to coverage under the Group's dental plan and has properly enrolled.
- **Evidence of Coverage (EOC)** means this booklet and any amendments, riders, or endorsements to this booklet that Delta Dental issues. This booklet is part of your Group's Contract.
- **Group** means the Subscriber's employer.
- **Member Company** means any Delta Dental member company (including Delta Dental) that has entered into a "DeltaUSA Interplan Participating Agreement" that is in effect on the date the Enrollee receives the Dental Service.
- **Non-Participating Dentist** is a Dentist who does not have a DeltaCare Dentist agreement with Delta Dental or a Member Company on the date the Enrollee receives Dental Services.

- **Open Enrollment Period** is the period designated by the Group for employees to elect coverage for the upcoming Benefit Period.
- **Participating Dentist** is a Dentist who has a Dentist agreement with a Member Company (including Delta Dental) in the state or other jurisdiction where they practice. This agreement must be in effect on the date the Enrollee receives the Dental Service.
- **Plan Allowance** means for each Covered Benefit the lowest of:
 1. The fee that the Dentist bills Delta Dental,
 2. The most recent fee for the service the Dentist has on file with Delta Dental, or
 3. The allowance that the Participating Dentist has agreed to accept as full payment under the Participating Dentist agreement (plus Deductibles and Copayments, if any) for the Covered Benefit that he or she provides to an Enrollee. In all cases, Delta Dental determines the Plan Allowance.
- **Predetermination Plan** is a detailed description of Dental Services that your Dentist prepares and Delta Dental reviews, before receiving Dental Services. A Predetermination Plan helps to determine which Dental Services are Covered Benefits and informs you what your liability may be.
- **Qualifying Event** means a change in your family, employment or group coverage status which would affect your benefits under the Group's dental plan due to one or more of the following:
 1. Marriage;
 2. Birth, adoption or placement for adoption of a Dependent child;
 3. Divorce or marriage annulment;
 4. Death of a Dependent;
 5. A change in your or your Dependent's employment status if it causes you or your dependent to gain or lose eligibility for coverage. Such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule.
- **Schedule A –Description of Benefits and Copayments** is the document outlining the Covered Benefits under your DeltaCare plan and the Copayment you are responsible to pay to the DeltaCare Dentist..
- **Subscriber** is the Group's employee who is entitled to coverage under the Group's dental plan and has properly enrolled.
- **We, Us, or Our** refers to Delta Dental of Virginia.

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