



September 27, 2019

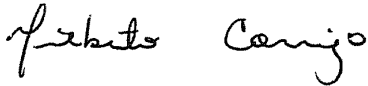
Mr. Christopher Pierce
Pierce Group Benefits
4928 Linksland Dr Ste 201
Holly Springs, NC 27540-7455

Dear Mr. Pierce,

Enclosed is renewal information for one of your Delta Dental of North Carolina groups that renews in the month of January. Renewal documents indicating the group's renewal rates are enclosed.

Please ensure that the enclosed renewal letter is delivered to the group. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Gilberto Cornejo".

Gilberto G Cornejo
Client Manager

Enclosures:
0413-0001 Surry Community College



September 27, 2019

Ms. Susan Pendergraft
Surry Community College
630 S Main St
Dobson, NC 27017-8432

Re: Dental Plan Rate Review, Group #0413-0001

Dear Ms. Pendergraft,

At Delta Dental, we are committed to illustrating the link between oral health and overall health by providing increased access to care at competitive rates. This allows your enrollees to obtain the dental care they need to remain healthy. We thank you for placing your confidence in Delta Dental.

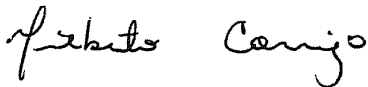
We have completed a comprehensive review of your dental plan premiums. Enclosed are the rates and renewal documents related to your contract renewal. Payment of the new rates will be your consent to renew Delta Dental coverage. No action is required from you at this time unless you wish to change the benefits you offer.

If your coverage or budget goals have changed, please contact Mr. Christopher Pierce or me for more plan design options. We can administer many different plan designs to suit your needs and provide you with a comprehensive analysis of how any changes would affect your rates. Benefit changes can be effective at your renewal, but you must request them no later than 15 days prior to your plan's renewal date.

Enclosed is a contract for the renewal of your existing dental plan. Please have your group's authorized representative sign the contract and return it to me at your earliest convenience. If we are not in receipt of the signed contract by the effective date, we will consider remittance of payment as acceptance of the contract, and we will continue to administer your dental benefits accordingly. By permitting us to do so, you accept the terms of this contract in full and agree that this contract is binding, even if you do not return a signed copy of the contract to us. If you do not wish to renew coverage, please provide notice to us in accordance with your Contract. Notwithstanding the above terms of this contract, all delinquent balances due to Delta Dental must be paid in full prior to acceptance on the above-mentioned renewal date. If there is a deficit at the time of your acceptance, Delta Dental reserves the right to revoke this offer and terminate your existing contract upon its natural expiration date.

Please call me at (919) 863-0185 if you have any questions or if I can be of help in any way. Thank you, we look forward to continuing our relationship with you and we greatly appreciate your business.

Sincerely,



Gilberto G Cornejo
Client Manager

cc: Mr. Christopher Pierce

Delta Dental of North Carolina
Renewal Rates for Surry Community College #0413
Effective January 1, 2020

Rates - Non-Retention		
Rates per subscriber per month	Current Rate(s) January 1, 2018 through December 31, 2019	Renewal Rate(s) January 1, 2020 through December 31, 2020
Subscriber only	\$34.71	\$36.58
Subscriber and spouse	\$70.19	\$73.97
Subscriber and child(ren)	\$67.32	\$70.95
Subscriber, spouse and child(ren)	\$112.38	\$118.44
Overall Percent Change	5.39%	

Rating Requirements
Minimum client contributions: 50 percent for employee and 50 percent for dependent(s).
Tied to medical: No
Subscribers and eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, they may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Dependents may only enroll if the Subscriber is enrolled (except under COBRA) and must be enrolled in the same plan as the Subscriber. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year non-retention contract.
These rates assume that claims from nonparticipating dentists outside of North Carolina will be paid using our national Table 50.
Self-billing is not allowed and you agree to pay as invoiced each month.
Subscriber benefit materials are mailed directly to your members.
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalNC.com .
<p>The plan specifications are subject to Delta Dental's standard exclusions and limitations, including:</p> <ul style="list-style-type: none"> ➤ Oral exams (including evaluations by a specialist) are payable twice per calendar year. ➤ Prophylaxes (cleanings) are payable twice per calendar year. Full mouth debridement is payable once per lifetime. ➤ People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment. ➤ Fluoride treatments are payable twice per calendar year for people up to age 19. ➤ Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. ➤ Sealants are payable once per tooth per lifetime for first and second permanent molars up to age 16. The surface must be free from decay and restorations. ➤ Composite resin (white) restorations are Covered Services on posterior teeth. ➤ Porcelain and resin facings on crowns are Covered Services on posterior teeth. ➤ Vestibuloplasty is a Covered Service. ➤ Full and partial dentures are payable once in any five-year period. Reline and rebase of dentures are payable once in any two-year period. ➤ Implants are payable once per tooth in any five-year period. Implant related services are Covered Services. ➤ Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Delta Dental of North Carolina
Dental Benefit Highlights for
Surry Community College #0413



Delta Dental PPO plus Premier

Coverage effective **January 1, 2020**

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Periodontal Maintenance - cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to bridges, implants, and dentures	80%	80%	80%
Major Services			
Major Restorative Services - crowns	50%	50%	50%
Prosthetic Services - bridges, implants, and dentures	50%	50%	50%

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

Maximum Payment - \$1,000 per person total per Benefit Year on all services.

Deductible - \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, and periodontal maintenance.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

Welcome to North Carolina's largest dental benefits family!

As a member of Delta Dental of North Carolina, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, *we pay more than 90% of claims in 10 days or less.* Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-662-8856 (TTY users call 711) or look online at <https://www.DeltaDentalNC.com>.



**Delta Dental of North Carolina
Delta Dental PPO plus Premier
For Surry Community College**

This ("Contract") is effective the 1st day of January, 2020, by and between Surry Community College, hereinafter referred to as the "Contractor", and Delta Dental of North Carolina, a North Carolina non-profit health service plan corporation, hereinafter referred to as "Delta Dental".

SECTION I - DECLARATIONS

The Benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision contained in subsequent sections of this Contract.

A. Effective Date: 12:01 A.M. Standard Time, January 1, 2020

B. First Renewal Date: January 1, 2021

C. Client Number: 0413-0001

D. Rate(s):

Subscriber only - \$36.58 per month per Subscriber

Subscriber and spouse - \$73.97 per month per Subscriber

Subscriber and child(ren) - \$70.95 per month per Subscriber

Subscriber, spouse and child(ren) - \$118.44 per month per Subscriber

These rates are contingent upon the enrollment of a minimum of 75 percent of the eligible members of the defined group and their eligible dependents with 50 percent of the cost paid by the Contractor. Rates do not include any applicable claims taxes.

These rates assume that claims from nonparticipating dentists outside of North Carolina will be paid using our national Table 50.

DELTA DENTAL OF NORTH CAROLINA

BY: *Christy Ladig*
President and CEO

DATE: September 27, 2019

CONTRACTOR

BY: _____
(Authorized Signature)

(Title)

BY: _____
(Witnessed By)

(Title)

DATE: _____

THIS IS A LEGAL CONTRACT. Please read it carefully.

Important Cancellation Information

Please read the provision entitled "Term and Termination" found on page 17.

- A. Benefit Year** means the calendar year, unless the Contractor elects a different period to serve as the Benefit Year.
- B. Benefits** means payment for the Covered Services that have been selected under the Contract.
- C. Child or Children** means the Subscriber's natural Children, stepchildren, foster Children, adopted Children, Children by virtue of legal guardianship, or Children who are residing with the Subscriber during the waiting period for adoption or legal guardianship.
- D. Contract** means this document, including, if applicable, any additional Declaration Sections (successor agreements or renewals), or renewal letters now or hereafter issued or executed.
- E. Copayment** means the percentage of the charge, if any, that an Eligible Person must pay for Covered Services.
- F. Covered Services** means the unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms and conditions of this Contract.
- G. Deductible** means the amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Contract. If the Contractor has selected a Deductible, it will be indicated in the Summary of Dental Plan Benefits.
- H. Delta Dental** means Delta Dental of North Carolina, a non-profit health service plan corporation providing dental benefits. Delta Dental is not an insurance company.
- I. Delta Dental Plan** means an individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.
- J. Delta Dental PPO** means Delta Dental's preferred provider organization program that can reduce the out-of-pocket expenses for Eligible Persons if they receive care from a Delta Dental PPO Dentist.
- K. Delta Dental Premier** means Delta Dental's managed fee-for-service dental benefits program.
- L. Dentist** means a person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.
- 1. Delta Dental PPO Dentist (PPO Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO.
 - 2. Delta Dental Premier Dentist (Premier Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier.
 - 3. Nonparticipating Dentist** means a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO or Delta Dental Premier.
 - 4. Out-of-Country Dentist** means a Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental, but may participate in the Passport Dental program.
- PPO Dentists and Premier Dentists are sometimes collectively referred to herein as "**Participating Dentists.**" Wherever a definition or provision of this Contract differs from another state's Delta Dental Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist shall be controlling.
- Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as "**Non-PPO Dentists.**"
- M. Eligible Dependent(s)** means (1) the Subscriber's legal spouse and (2) any other dependents who meet the criteria for eligibility set forth in the Eligibility Section or Summary of Dental Plan Benefits. If dependent coverage has been selected, it will be indicated in the Summary of Dental Plan Benefits.
- N. Eligible Person(s)** means any Subscriber or Eligible Dependent under this Contract.
- O. Emergency Services** means those Covered Services that are required immediately to control bleeding, alleviate severe pain, get rid of acute infection, or otherwise avoid serious jeopardy to a person's health.
- P. Maximum Approved Fee** means a system used by Delta Dental to determine the approved fee for a given procedure for a given Participating Dentist. A fee meets Maximum Approved Fee requirements if it is the lower of:
- 1.** The Submitted Amount, or
 - 2.** The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.

Delta Dental may also approve a fee under unusual circumstances.

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

- Q. Maximum Payment** means the maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payment is specified in the Summary of Dental Plan Benefits.
- R. Medically Necessary** means a dental item or service that satisfies all of the following criteria as determined by Delta Dental's dental director:
1. It is recommended by a Dentist or other qualified dental professional practicing within the scope of his or her license who has personally evaluated the patient.
 2. It is essential to and provided for prevention, evaluation, diagnosis or treatment of the patient's dental condition, disease or injury.
 3. It is consistent with the symptoms, finding and diagnosis related to the patient's dental condition, disease or injury.
 4. It is clinically appropriate for diagnosis and treatment of the patient's dental condition, disease or injury in terms of type, frequency, extent, site and duration of the intervention.
 5. It is considered to be an effective intervention for the patient's dental condition, disease or injury which can reasonably be expected to have beneficial health outcomes that outweigh potential harmful effects.
 6. It is performed in accordance with relevant credible scientific evidence and generally accepted professional standards of care.
 7. It is not experimental or investigational.
 8. It is required for reasons other than the convenience of the patient or treating provider.
 9. It is not more costly than an item or alternative service that is at least as likely to produce equivalent diagnostic or therapeutic outcomes relative to patient's dental condition, disease or injury.
- S. Nonparticipating Dentist Fee** means the maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.
- T. Open Enrollment Period** means the period of time as determined by the Contractor, during which an Eligible Person may enroll or be enrolled for Benefits.
- U. Out-of-Country Dentist Fee** means the maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.
- V. Post-Service Claims** means claims for Benefits that are not conditioned on the Eligible Person seeking advance approval, certification, or authorization to receive the full amount for any Covered Services. Post-Service Claims arise when the Eligible Person receives the dental service or treatment before the claim is filed for Benefits.
- W. PPO Dentist Schedule** means the maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.
- X. Pre-Treatment Estimate** means a voluntary and optional process where, at the request of a Subscriber, Eligible Dependent or Dentist, Delta Dental issues a written estimate of dental benefits that may be available for a proposed dental treatment under the terms of the Subscriber's coverage.
- Pre-Treatment Estimate is for informational purposes only and is not required in advance of obtaining dental care or as a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided on a Pre-Treatment Estimate notice is determined based on the information provided to Delta Dental and the benefits available for the Subscriber or Eligible Dependent on the date the notice is issued. It is not a guarantee of future dental benefits payment.
- Availability of dental benefits at the time a dental service is completed depends on several factors. These factors include, but are not limited to, eligibility for benefits, annual or lifetime Maximum Payments, coordination of benefits, Contract and Dentist status, Contract limitations, and any other Contract provisions, together with any additional information or changes to the dental treatment. A request for a Pre-Treatment Estimate is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.
- Y. Premier Dentist Schedule** means the maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Plan.
- Z. Processing Policies** means Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of claims. The Processing Policies may be amended from time to time.
- AA. Rate** means the amount, per Subscriber and Subscriber classification, the Contractor agrees to pay Delta Dental each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

BB. Submitted Amount means the amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge the Eligible Person for the difference between this amount and the amount Delta Dental approves for the treatment.

CC. Subscriber means all people who are members or employees of the group specified in the Summary of Dental Plan Benefits, are certified as being eligible by the Contractor, and are enrolled to receive Benefits under this Contract.

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

EE. This Plan means the dental coverage established for Eligible Persons pursuant to this Contract.

SECTION III. Eligibility

A. Effective Date of Eligibility

- 1. Initial Effective Date:** All Subscribers on the Effective Date of this Contract are immediately eligible for Benefits. If Eligible Dependents of a Subscriber are covered by this Contract, their eligibility commences on the same date as the Subscriber.
- 2. After the initial Effective Date:** For all Subscribers (and their Eligible Dependents, if dependent coverage is selected) not associated with the Contractor on the initial Effective Date of this Contract, eligibility for Benefits will begin following whichever of the following dates is applicable:
 - a.** Newly hired or rehired employees: The date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
 - b.** Spouse: Date of marriage.
 - c.** Newborn: Date of birth.
 - d.** Foster Child, adopted Child, or guardianships: Date that the Child is placed in the foster home, is placed for adoption, the guardianship becomes legally final, or the date on which the Child begins residing with the Subscriber during the waiting period for adoption or guardianship.
 - e.** Stepchild: Date that the Child's natural parent becomes an Eligible Dependent.
 - f.** Legally Mandated Coverage: Date as required by court or administrative order.
 - g.** All others: Date that Delta Dental approves in writing the enrollment or listing of those people.

B. General Eligibility Rules

- 1.** No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as a Subscriber or currently listed or acknowledged that person as an Eligible Dependent, unless the enrollment or listing is allowed under this Contract. In no event will retroactive updates to eligibility be accepted for an effective date more than six months prior to receipt of the update by Delta Dental. Notwithstanding the foregoing, when no additional premium is required, a newborn child will be covered from the moment of birth, and a foster child or adopted child will be covered from the date of placement in the home, without regard to the timeliness of the update to eligibility.
- 2.** Unless the eligibility requirements stated in the Summary of Dental Plan Benefits are different, an Eligible Dependent is:
 - a.** The legal spouse of the Subscriber; or
 - b.** Unmarried Children of the Subscriber who have not yet reached the dependent age limit stated in the Summary of Dental Plan Benefits; or
 - c.** Unmarried Children of the Subscriber who have reached the dependent age limit stated in the Summary of Dental Plan Benefits, but are chiefly dependent on the Subscriber for support and maintenance; or
 - d.** Unmarried Children of the Subscriber or the Subscriber's legal spouse for whom the Subscriber or the Subscriber's legal spouse is financially responsible for the medical, health, or dental care under the terms of a court decree or who have been named as alternate recipients, as defined in ERISA Section 609(a)(2)(C), under a qualified medical child support order, as defined in ERISA Section 609(a)(2)(A); or
 - e.** Children of the Subscriber who have reached the dependent age limit stated in the Summary of Dental Plan Benefits, but who were at that time (and continue to be), totally and permanently disabled by a physical or mental condition and chiefly dependent upon the Subscriber for support and maintenance. If Delta Dental asks the Subscriber to do so, the Subscriber shall submit medical reports confirming the Child's initial disability within 31 days of the end of the calendar year of the Child's 19th birthday. Thereafter, Delta Dental may request proof of continuing disability, but no more frequently than annually.

3. No person will be eligible for Orthodontic Services under this Contract unless Orthodontic Services are selected in the Summary of Dental Plan Benefits, and, even if Orthodontic Services are selected, no person will be eligible for Orthodontic Services on or after that person's 19th birthday, unless specified otherwise in the Summary of Dental Plan Benefits.

C. Termination of Eligibility

Eligibility for Benefits will terminate for all Eligible Persons under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

Eligibility of an individual Subscriber, and of that Subscriber's Eligible Dependents, also will terminate under the following circumstances:

1. The Subscriber ceases to be a Subscriber as defined by this Contract.
2. Lack of compliance with the eligibility requirements of this Contract.
3. Fraud or misrepresentation in the submission of any claim.

Eligibility for Benefits will also automatically terminate for Children when they no longer qualify as an Eligible Dependent.

Delta Dental will not continue eligibility for any Eligible Person covered under this Contract beyond the eligibility termination date requested by the Contractor, provided that notice of the termination request is received by Delta Dental within six months of the effective date. However, if the Contractor requests that a Subscriber or Eligible Dependent's eligibility be terminated retroactively and a claim was incurred for any eligible member of that person's family after the requested termination date, eligibility for the entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credit will be issued for any month in which claims were incurred.

An Eligible Person whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to an Eligible Person whose eligibility is terminated.

D. Loss of Eligibility During Treatment

1. If an Eligible Person loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.
2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60 day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

E. Continuation Coverage - COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.E. does not apply. Contractors should consult with their legal counsel to determine how and when the law applies.
2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.
3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.
4. Continuation coverage will not continue beyond the termination of this Contract.

5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.E.
6. Contractor shall be solely responsible for identifying Eligible Persons entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for an Eligible Person during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Eligible Person upon the Eligible Person's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Eligible Person ultimately does not elect COBRA coverage.
7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.E. will be based on the COBRA continuation coverage rates in effect during that month.
8. A person who continues coverage will be considered to be either a Subscriber or an Eligible Dependent under this Contract and the Certificate as long as coverage is provided under this Section III.E.
9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

SECTION IV. Benefits

Types of Benefits

Delta Dental agrees to provide Benefits to Eligible Persons under the policies and procedures of Delta Dental, including the Processing Policies, and under the terms and conditions of this Contract, including, but not limited to, the following categories of services, exclusions, and limitations listed below. Benefits are divided into the following categories of services **unless otherwise specified in the Summary of Dental Plan Benefits:**

A. Diagnostic & Preventive

1. Diagnostic and Preventive Services

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

2. Brush Biopsy

Oral brush biopsy procedure and laboratory analysis used to detect oral cancer, an important tool that identifies and analyzes precancerous and cancerous cells.

3. Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain.

4. Radiographs

X-rays as required for routine care or as necessary for the diagnosis of a specific condition.

5. Sealants

The application of a sealing material to the occlusal surface of teeth to prevent caries (decay).

B. Basic Services

1. Oral Surgery Services

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

2. Endodontic Services

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

3. Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth. This includes periodontal maintenance following active therapy (periodontal prophylaxes).

4. Restorative Services

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

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

C. Major Services

1. Prosthodontic Services

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

2. Relines and Repairs

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

D. Orthodontic Services

Services, treatment, and procedures to correct malposed teeth (for example, braces).

SECTION V. Exceptions and Reductions

A. Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits, and all charges for the same will be the responsibility of the Eligible Person.

1. Services or supplies for the treatment of an occupational injury or sickness which are paid under the North Carolina Worker's Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.
2. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act; that is, Medicaid.
3. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations, except for the correction of congenital defects or anomalies (including treatment and care for cleft lip or cleft palate) with respect to newborn Children, adopted Children, foster Children and Children covered by virtue of court or administrative order.
4. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental, except for the correction of congenital defects or anomalies (including treatment and care for cleft lip or cleft palate) with respect to newborn Children, adopted Children, foster Children and Children covered by virtue of court or administrative order.
5. Services started or appliances started before a person became eligible under this Contract. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
6. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/solutions, and relative analgesia.
7. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
8. Charges for hospitalization, laboratory tests, and histopathological examinations.
9. Charges for failure to keep a scheduled visit with the Dentist.
10. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
11. Services or supplies, as determined by Delta Dental, that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
12. Services or supplies, as determined by Delta Dental, which are specialized techniques.
13. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
14. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional as determined by Delta Dental under the scope of his or her license as permitted by applicable state law.
15. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.
16. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
17. Services or supplies received due to an act of war, declared or undeclared.
18. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
19. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered in the Contract.

20. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
 21. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
 22. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
 23. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
 24. Cosmetic dentistry as determined by Delta Dental except for the correction of congenital defects or anomalies (including treatment and care for cleft lip or cleft palate) with respect to newborn Children, adopted Children, foster Children and Children covered by virtue of court or administrative order.
 25. Veneers.
 26. Prefabricated crowns used as final restorations on permanent teeth.
 27. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract.
 28. Paste-type root canal fillings on permanent teeth.
 29. Replacement, repair, relines, or adjustments of occlusal guards.
 30. Chemical curettage.
 31. Services associated with overdentures.
 32. Metal bases on removable prostheses.
 33. The replacement of teeth beyond the normal complement of teeth.
 34. Personalization or characterization of any service or appliance.
 35. Temporary crowns used for temporization during crown or bridge fabrication.
 36. Posterior bridges in conjunction with partial dentures in the same arch.
 37. Precision attachments and stress breakers.
 38. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
 39. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
 40. Diagnostic photographs and cephalometric films, unless done for orthodontics and Orthodontics are a Covered Service.
 41. Myofunctional therapy.
 42. Mounted case analyses.
- B. Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists for the following will be the responsibility of the Eligible Person.**
1. The completion of forms or submission of claims.
 2. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
 3. Local anesthesia.
 4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
 5. Infection control.
 6. Temporary, interim, or provisional crowns.
 7. Gingivectomy as an aid to the placement of a restoration.
 8. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
 9. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
 10. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.

11. Post-operative X-rays, when done following any completed service or procedure.
12. Periodontal charting.
13. Pins and preformed posts, when done with core buildups for crowns, onlays, or inlays.
14. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
15. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
16. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
17. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
18. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
19. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
20. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
21. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.

C. The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these reductions will be the responsibility of the Eligible Person. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental plan or, at the request of the Contractor, any dental plan.

1. Bitewing X-rays are payable once per calendar year. Panoramic or full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
2. Any combination of teeth cleanings (prophylaxes and periodontal maintenance procedures) are payable twice per calendar year.
3. Full mouth debridement is payable only once in a lifetime.
4. Oral examinations and evaluations are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people under age 19.
7. Space maintainers are payable for people under age 14.
8. Sealants are payable once per tooth per lifetime for the occlusal surface of first and second permanent molars for people under age 16. The surface must be free from decay and restorations.
9. Cast restorations (including jackets, crowns, and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth.
10. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture.
11. Individual crowns over implants are payable at the prosthodontic benefit level.
12. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.
13. An occlusal guard is payable once in a lifetime.
14. An interim partial denture is payable only for the replacement of permanent anterior teeth for people under age 17 or during the healing period for people age 17 and over.
15. Prosthodontic Services limitations:
 - a. One complete upper and one complete lower denture are payable once in any five-year period.
 - b. A removable partial denture, implant, or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - c. Fixed bridges and removable partial dentures are not payable for people under age 16.
 - d. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
 - e. Implant removal is payable once per lifetime per tooth or area.

- f. Implant maintenance is payable once per calendar year.

16. Orthodontic Services limitations:

- a. Orthodontic services are payable for Eligible Persons under age 19.
- b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
- c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

17. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a claim for those services within one year of the date of service. Failure to submit a claim within the time required does not invalidate or reduce any claim however, if it was not reasonably possible for the claimant to file the claim within that time, provided that the claim is submitted as soon as possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time submittal of the claim is otherwise required.

18. When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.

19. Care terminated due to the death of an Eligible Person will be paid to the limit of Delta Dental's liability for the services completed or in progress.

20. Optional treatment: If an Eligible Person selects a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. The Eligible Person is responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

Listed below are services for which Delta Dental will provide an allowance for optional treatment:

- a. Overdentures - Delta Dental will pay only the amount that it would pay for a conventional denture.
- b. Inlays, regardless of the material used - Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
- c. All-porcelain/ceramic bridges - Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
- d. Implant/abutment supported complete or partial dentures - Delta Dental will pay only the amount that it would pay for a conventional denture.
- e. Gold foil restorations - Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.

21. Maximum Payment:

- a. The maximum Benefits payable in any one Benefit Year will be limited to the Maximum Payment stated in the Summary of Dental Plan Benefits.
- b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime Maximum Payment stated in the Summary of Dental Plan Benefits.

22. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

23. Processing Policies may limit Delta Dental's payment for services or supplies.

D. Delta Dental will make no payment for services or supplies that exceed the following reductions. All charges will be the responsibility of the Eligible Person. However, Participating Dentists may not charge Eligible Persons for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental plan or, at the request of the Contractor, any dental plan.

- 1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
- 2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
- 3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
- 4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.

5. Root planing is payable once in any two- year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. Processing Policies may limit Delta Dental's payment for services or supplies.

SECTION VI. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits for employees or members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Subscriber, a standard Certificate of the Benefits provided pursuant to this Contract.
3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to people covered by this Contract. Delta Dental is not required to provide a dental appointment to an Eligible Person.
4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.
5. To make payments for Covered Services provided to Eligible Persons in accordance with the Plan selected by the Contractor. The Plan chosen by the Contractor shall be specifically identified in the Summary of Dental Plan Benefits.
 - a. If Delta Dental PPO plus Premier has been selected, payments shall be made as follows:
 - (i) If the Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee. Delta Dental will send payment directly to Participating Dentists and the Eligible Person will be responsible for any applicable Copayments or Deductibles. The Eligible Person will be responsible for the Submitted Amount for non-covered services.
 - (ii) If the Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the Nonparticipating Dentist Fee. Delta Dental will usually send payment to the Subscriber, who is responsible for making full payment to the Nonparticipating Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.
 - (iii) If the Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the Out-of-Country Dentist Fee. Delta Dental will send payment to the Subscriber, who is responsible for making full payment to the Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.
 - b. If Delta Dental PPO (Standard) has been selected, payments shall be made as follows:

Payments for Covered Services provided to Eligible Persons shall be based on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and the Eligible Person will be responsible for any applicable Copayments or Deductibles. If the Dentist is not a PPO Dentist, but is a Premier Dentist, the Eligible Person will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments or Deductibles. The Eligible Person will be responsible for the Submitted Amount for non-covered services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will usually send payment to the Subscriber, who is responsible for making full payment to the Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.
 - c. If a Delta Dental PPO Dentist is not readily available, it may be possible for the Eligible Person to receive Covered Services from a Non-PPO Dentist and be reimbursed at the same benefit level as if provided by a Delta Dental PPO Dentist. The Eligible Person must call or write to Delta Dental. Delta Dental will review the

situation and, if appropriate, authorize payment for a Non-PPO Dentist at the Delta Dental PPO Dentist benefit level.

6. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.

B. Contractor Agrees:

1. To pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. To ensure timely coverage, the amount to be paid will be due by the 5th of the month of the intended coverage. For example, the premium for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the grace period set forth in Section X.

Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

- a. Information provided upon enrollment proves to be in error; or
- b. Terms and provisions of the Contract are violated; or
- c. Initial size or composition of the group changes to the extent it adversely affects the Rates; or
- d. Monthly invoices are not paid as billed.

Delta Dental will provide the Contractor written notice 45 days prior to implementing any adjustment to Rates, Benefits, or Copayments payable under this Contract. Adjustments to Rates may be made at the end of the first year, or at any time during any subsequent year based upon at least 12 months of experience, provided that any such adjustment after the first year shall not be made any more frequently than once every six months. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, implement the adjustment, implement an alternative adjustment, or cancel this Contract.

2. To enroll as Subscribers with Delta Dental all eligible employees or members of the Contractor who enroll for Benefits and to list, if covered, all Eligible Dependents of those employees or members, to the extent required under the Contract. The Contractor will provide Delta Dental with updates to Subscribers and, if applicable, all Eligible Dependents as necessary, but no less than monthly and no later than six months following the effective date of those updates. No retroactive updates, additions, or terminations to eligibility will be accepted for an effective date more than six months from the date of receipt by Delta Dental.
3. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner and in the format requested by Delta Dental. Contractor shall be solely responsible for any claims processing errors caused by Contractor's failure to comply with the terms of this subparagraph.
4. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the Subscribers and Eligible Dependents submitted to Delta Dental. Clerical errors or delays in keeping or relaying data will not invalidate eligibility that would otherwise be validly in force or continue eligibility that would otherwise be validly terminated if, after discovery of the errors or delays, an equitable adjustment of the Contractor's payment can be made in a reasonable period of time not to exceed six months.
5. To provide each Subscriber with a standard Certificate of the Benefits provided under this Contract and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time. Delta Dental will provide said documents to the Contractor for distribution at the Contractor's expense.
6. To collect and remit to Delta Dental any amounts that the Contractor's employees or members are required to pay to Delta Dental under this Contract or any written employment contracts, including amounts for COBRA continuation coverage. Any amounts not collected will be the responsibility of the Contractor.

Should the Contractor collect any amounts paid by employees or members and not remit them to Delta Dental in a timely fashion, with the result that an Eligible Person's coverage is terminated, the Contractor, not Delta Dental, will be liable for any Benefits to which the Eligible Person may have been entitled but for the Contractor's tardy remittance or failure to remit, unless, after discovery of the errors or delays, an equitable adjustment of the Contractor's payment can be made in a reasonable period of time not to exceed six months.

7. To pay for any agreed-to, non-standard reports on a time and materials basis.

SECTION VII. General Provisions

- A. Entire Agreement. This Contract and the Certificate, including, if applicable, any additional Declaration Sections (successor agreements or renewals), and renewal letters now or hereafter issued or executed, constitute the entire agreement between the parties.

- B. Amendment and Assignment.** No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless Delta Dental approves them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.
- C. Effect of Errors on Coverage.** Typographical or administrative errors shall not deprive an Eligible Person of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.
- D. Legal Action.** No action on a legal claim arising out of or related to this Contract will be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude the Contractor or an Eligible Person from seeking a decision from a jury trial or pursuing other available legal remedies.
- E. Reinstatement.** If the renewal premium is not paid before the grace period ends, the Plan established by this Contract will lapse. Later acceptance of the premium by Delta Dental, or by an agent authorized to accept payment without requiring an application for reinstatement, will reinstate the Plan. If Delta Dental or its agent requires an application, the Contractor will be given a conditional receipt for the premium. If the application is approved, the Plan will be reinstated as of the approval date. Lacking such approval, the Plan will be reinstated on the 45th day after the date of the conditional receipt unless Delta Dental has previously written the Contractor of its disapproval. The reinstated Plan will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than 10 days after such date. In all other respects, the rights of the Contractor and Delta Dental will remain the same, subject to any provisions noted on or attached to the reinstated Policy.
- F. Physical Examination.** Delta Dental, at its own expense, shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder where it is not prohibited by law.
- G. Time Limit on Certain Defenses.** After two years from the date of issue or reinstatement of this policy, no misstatements made by the applicant in the application for such policy shall be used to void the policy or deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two-year period.
- H. Notice to Fiduciaries.** UNDER NORTH CAROLINA GENERAL STATUTE Section 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

SECTION VIII. *Miscellaneous Provisions*

- A. Independent Contractors.** Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Eligible Persons.
- B. Binding Effect.** All Dentists and Eligible Persons, by performing or receiving services under this Contract, are bound by all its terms.
- C. Payment Limitations.** Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished. Failure to submit a claim within the time required does not invalidate or reduce any claim however, if it was not reasonably possible for the claimant to file the claim within that time, provided that the claim is submitted as soon as possible and in no event,

except in the absence of legal capacity of the claimant, later than one year from the time submittal of the claim is otherwise required.

- D. Marketing Materials.** No materials will be published or distributed by the Contractor concerning this Contract until Delta Dental approves the materials.
- E. Indemnification.** To the extent permitted by law, Delta Dental and Contractor agree to defend, indemnify, and hold harmless the other and its directors, officers, and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) resulting from or arising out of or in connection with its breach of this Contract, or any negligent act or omission of any of its directors, officers, or employees, unless liability for such act or omission is expressly assigned elsewhere in this Contract.
- F. Required Information.** While an Eligible Person is covered by Delta Dental, that person agrees to provide Delta Dental with any information it needs to process claims and administer Benefits. This includes allowing Delta Dental to have access to his or her dental records.
- G. Dispute Resolution.** Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or an Eligible Person in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of disputes made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which an Eligible Person is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Subscribers and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Eligible Person; provided, however, that the Eligible Person may exercise his or her legal rights after this determination as described in the Disputed Claims Procedure contained in the Certificate.
- H. Statements.** In the absence of fraud, all statements made by the Contractor or Eligible Persons shall be deemed to be representations and not warranties.
- I. Severability.** If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Eligible Persons shall be governed by such laws.
- J. Compliance with Applicable Law.** This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.
- K. Additional Services.** Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.
- L. Notices.** Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.
- M. Right of Recovery Due to Fraud.** If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor, Subscriber, and/or Eligible Dependent, it may recover that payment from the person or entity that committed such fraud. Contractor, Subscriber, and/or Eligible Dependent authorizes Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the Contractor, Subscriber, and/or Eligible Dependent. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- N. Force Majeure.** Neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Contract and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default under or grounds for termination of this Contract. In the event Contractor is unable to make payment due to circumstances beyond its reasonable control as identified in this Force Majeure section, Delta Dental will accept delayed payment from Contractor within a reasonable period of time. A reasonable period of time shall not exceed 31 days.

- O. Assignment of Benefits. Benefits to Eligible Persons are for the personal benefit of those people and cannot be transferred or assigned; provided, however, that Delta Dental may pay Participating Dentists directly on behalf of Eligible Persons.
- P. Governing Laws. This Contract and corresponding Certificate for Subscribers will be governed by and interpreted under the laws of the State of North Carolina.
- Q. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for the Subscriber or an Eligible Dependent than is provided by this Contract, that law shall control over the language of this Contract.
- R. Right of Recovery Due to Overpayment. If Delta Dental determines that it has, for any reason, paid a Dentist more for dental services than is provided for under this Contract (the "Overpayment Amount"), Delta Dental has the right to recover the Overpayment Amount from the Dentist to whom the Overpayment Amount was made. Delta Dental will provide the Dentist with notice of the specific claim for which an Overpayment Amount was made and the basis on which Delta Dental believes that the payment made was in excess of the amount properly due under the Contract, and will request that the Overpayment Amount be returned to Delta Dental. Should the Dentist return the Overpayment Amount, Delta Dental's right of recovery will have been satisfied. Should the Dentist fail to return the Overpayment Amount within 30 days of the notice, Delta Dental reserves the right to offset the Overpayment Amount from any future payments due that Dentist for services covered by Delta Dental. Where Overpayment Amounts are recovered by means of an offset, the Overpayment and offset amounts will be properly credited to, or debited from, the affected dental Plan(s) so that all involved dental Plans will have been administered according to their terms and will have paid only the amount that is properly payable for the services provided. The recovery of overpayments or offsetting of future payments shall be made within the two years after the date of the original claim payment unless the insurer has reasonable belief of fraud or other intentional misconduct. The recovery of underpayments or nonpayments shall be made within the two years after the date of the original claim adjudication.
- S. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. In such an instance, Delta Dental shall not have any obligation to continue paying claims, but may choose to continue doing so, at its discretion. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.
- T. Other Goods and Services. From time to time, Delta Dental may offer or provide Eligible Persons certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Eligible Persons. Though Delta Dental may make the arrangements, the third party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Eligible Persons. Further, Delta Dental shall not be liable to Eligible Persons for negligent provision of the goods and services by third party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.

SECTION IX. *Coordination of Benefits*

All Benefits under this Contract are subject to a coordination of benefits provision, if applicable, that is designed to provide maximum coverage, but not result in payment of more than 100 percent of the total fee for a given treatment.

A. Applicability

1. This Coordination of Benefits ("COB") provision applies to This Plan when a person has dental benefits under more than one Plan.
2. If this COB provision applies, the Order of Benefit Determination Rules below determine whether the Benefits of This Plan are determined before or after those of another Plan. This Plan's Benefits:
 - a. Will not be reduced when This Plan determines its Benefits before another Plan; but
 - b. May be reduced when another Plan determines its benefits first. This reduction is described in Section IX.D, "Effect on the Benefits of This Plan".
 - c. In the event that the below provisions of this Section IX do not determine whether or to what extent Delta Dental coordinates benefits with another Plan, Delta Dental shall follow its internal policies and procedures, unless otherwise prohibited by applicable law.

B. Definitions

1. A Plan is any of the following that provides benefits or services for, or because of, medical or dental care or treatment:
 - a. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice, or individual practice coverage. It does not include school accident-type coverage, blanket, franchise individual, automobile, or homeowner coverage; or

- b.** Coverage under a governmental plan or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time). It also does not include any plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program.

Each policy or other arrangement for coverage under a. or b. is a separate Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

- 2.** This Plan is the dental coverage established for Eligible Persons pursuant to this Contract.
- 3.** The Order of Benefit Determination Rules state whether This Plan is a Primary Plan or a Secondary Plan when a person is covered by more than one Plan.

When This Plan is a Primary Plan, its Benefits are determined before those of the other Plan and without considering the other Plan's benefits.

When This Plan is a Secondary Plan, its Benefits are determined after those of the other Plan's benefits and may be reduced because of the other Plan's benefits.

When a person is covered under more than two Plans, This Plan may be a Primary Plan as to one or more of those Plans and may be a Secondary Plan as to the other Plans.

- 4.** Allowable Expenses are necessary, reasonable, and customary items of expense for health care when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made. Total benefits paid must be equal to 100 percent of necessary medical expenses covered by both plans. However, This Plan is not required to pay for an item, service, or benefit which is not a part of This Plan's Contract.

When a Plan provides payment for services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

- 5.** The Claim Determination Period is the Benefit Year. It does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.

C. Order of Benefit Determination Rules

- 1.** When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan whose Benefits are determined after those of other Plans, unless:
 - a.** The other Plan has rules coordinating its benefits with those of This Plan; and
 - b.** Both those rules and This Plan's rules, in Section IX.C(2) below, require that This Plan's Benefits be determined before those of the other Plan.
- 2.** This Plan determines its order of Benefits using the first of the following rules that applies:
 - a.** The benefits of the Plan that covers a person as an employee or subscriber (that is, as other than a dependent) are determined before the benefits of the Plan that covers the person as a dependent. However, this rule does not apply if the person is also a Medicare beneficiary and, as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
 - (i)** Secondary to the Plan covering him or her as a dependent; and
 - (ii)** Primary to the Plan covering him or her as other than a dependent (for example, a retired employee), then the order of benefits determination is reversed so that the Plan covering the person as an employee, subscriber or retiree is secondary and the other Plan is primary.
 - b.** Except as stated in Section IX.C(2)(c) below, when This Plan and another Plan cover a dependent Child of parents who are not separated or divorced:
 - (i)** The benefits of the Plan of the parent whose birthday falls earlier in the year are determined before those of the Plan of the parent whose birthday falls later in the year; but
 - (ii)** If both parents have the same birthday, the benefits of the Plan that covered the parents longer are determined before those of the Plan that covered them for a shorter period of time.

However, if the other Plan does not have the rule described in (i) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the other Plan's rule will determine the order of benefits.

- c.** If more than one Plan covers a dependent Child of separated or divorced parents, benefits for the Child are determined in this order:
 - (i)** First, the Plan of the parent with custody of the Child;
 - (ii)** Then, the Plan of the spouse of the parent with custody of the Child;

(iii) Then, the Plan of the parent without custody of the Child; and

(iv) Then, the Plan of the spouse of the parent without custody of the Child.

If the other Plan does not have this Section IX.C(2)(c), and if, as a result, the Plans do not agree on the order of benefits, this Section IX.C(2)(c) will be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the Child's health care expenses, and the entity obligated to pay or provide the benefits of that parent's Plan has actual knowledge of those terms, that Plan's benefits are determined first. The other parent's Plan will be the Secondary Plan. This Section IX.C(2)(c) does not apply with respect to any Claim Determination Period during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of a court decree state that the parents will share custody, without stating that one of the parents is responsible for the Child's health care expenses, the Plans covering the Child will be subject to the order of benefit determination contained in Section IX.C(2)(b) above.

- d. The benefits of a Plan that covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a Plan that covers that person as a laid-off or retired employee (or as that employee's dependent). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this Section IX.C(2)(d) is ignored.
- e. If a person whose coverage is provided under a right of continuation pursuant to federal law (that is, COBRA) or state law also is covered under another Plan, the benefits of the Plan covering the person as an employee or a subscriber (or as that person's dependent) will be determined before the benefits under the continuation coverage. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this Section IX.C(2)(e) will be ignored.
- f. If none of the above rules determines the order of benefits, the benefits of the Plan that covered an employee or a subscriber longer are determined before the benefits of the Plan that covered him or her for the shorter term.

D. Effect on the Benefits of This Plan

1. This Section IX.D applies when, in accordance with Section IX.C, "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to another Plan. In that event, This Plan's Benefits may be reduced under this Section IX.D.
2. This Plan's Benefits will be reduced when the sum of:
 - a. The Benefits that would be payable for the Allowable Expenses under This Plan, in the absence of this COB provision; and
 - b. The benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of similar provisions, whether or not claim is made, exceeds those Allowable Expenses. In that case, This Plan's Benefits will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses under This Plan.

When This Plan's Benefits are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

E. Right to Receive and Release Needed Information

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

F. Facility of Payment

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

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

G. Right of Recovery

If the amount of the payment made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from the people it has paid or for whom it has paid.

The amount of the "payment made" includes the reasonable cash value of any benefits provided in the form of services. The recovery of overpayments or offsetting of future payments shall be made within the two years after the date of the original claim payment unless the insurer has reasonable belief of fraud or other intentional misconduct. The recovery of underpayments or nonpayments shall be made within the two years after the date of the original claim adjudication.

SECTION X. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter. Delta Dental shall have the option of terminating this Contract if:

- A.** The Contractor fails to make a required payment before expiration of the Grace Period specified; or
- B.** Delta Dental cancels pursuant to Section VI.B.1 of this Contract; or
- C.** The Contractor fails to furnish Delta Dental with accurate enrollment data pursuant to Section VI.B.2 of this Contract; or
- D.** The Contractor permits voluntary enrollment of Subscribers and/or their Eligible Dependents unless otherwise specified in the Summary of Dental Plan Benefits; or
- E.** The Contractor refuses to allow Delta Dental (by Delta Dental's auditors or other authorized representatives) to inspect the Contractor's records to verify the accuracy of Subscribers and Eligible Dependents pursuant to Section VI.B.4 of this Contract; or
- F.** The Contractor has otherwise breached this Contract.

The Contractor may voluntarily cancel this Contract if the Contractor provides Delta Dental with 30 days written notice of intent to cancel.

The Contractor is entitled to a grace period of 31 days for the payment of any premium due except the first, during which period the Contract will remain in force. Delta Dental is not obligated to pay claims incurred during this grace period until it receives the premium due.



Delta Dental PPO plus Premier Summary of Dental Plan Benefits For Group# 0413-0001 Surry Community College

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan - Delta Dental of North Carolina

Benefit Year - January 1 through December 31

Covered Services -

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Periodontal Maintenance - cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to bridges, implants, and dentures	80%	80%	80%
Major Services			
Major Restorative Services - crowns	50%	50%	50%
Prosthodontic Services - bridges, implants, and dentures	50%	50%	50%

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Full mouth debridement is payable once per lifetime.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are Covered Services on posterior teeth.
- Vestibuloplasty is a Covered Service.

- Full and partial dentures are payable once in any five-year period. Reline and rebase of dentures are payable once in any two-year period.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment - \$1,000 per person total per Benefit Year on all services.

Deductible - \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, and periodontal maintenance.

Waiting Period - Employees who are eligible for dental benefits are covered on the date following the Contractor's probationary period.

Eligible People - All eligible employees who have met the eligibility requirements as established by the Contractor. The Contractor and Subscriber share the cost of this plan.

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled and your domestic partner as defined by the contractor.

You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application or separately on individual applications, but not both. Your dependent children may only be enrolled on one application. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits will cease on the last day of the month in which the employee is terminated.



Delta Dental of North Carolina Delta Dental PPOSM

Welcome!

Your dental program is administered by Delta Dental of North Carolina, a North Carolina nonprofit health service plan corporation. Delta Dental of North Carolina is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at (800) 662-8856 or access our website at www.deltadentalnc.com.

You can easily verify your own benefit, claims and eligibility information online 24 hours a day, seven days a week by visiting www.deltadentalnc.com and selecting the link for our Consumer Toolkit. The Consumer Toolkit will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips. We look forward to serving you!

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

This is a legal contract between your employer and Delta Dental of North Carolina. Please read it carefully.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENTAL CERTIFICATE.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company. Title II NCAC 12.0943 and Section 17.E.

Important Cancellation Information:

Please read the provision entitled "Termination of Coverage" found on page 11.



I. Delta Dental PPO Certificate

Delta Dental of North Carolina, referred to herein as Delta Dental, issues this Certificate to you, the Subscriber. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a Contract between Delta Dental and your employer or organization.

The Benefits provided under This Plan may change if any state or federal laws change.

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

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Curtis R. Ladig, CPA
President and CEO
Delta Dental of North Carolina

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Benefit Year

The calendar year, unless your employer or organization elects a different period to serve as the

Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.)

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Contract between Delta Dental and your employer or organization.

Children or Child

Your natural Children, stepchildren, adopted Children, foster Children, Children by virtue of legal guardianship, or Children who are residing with you during the waiting period for adoption or legal guardianship.

Completion Dates

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

- ◆ For dentures and partial dentures, on the delivery dates;

- ◆ For crowns and bridges, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Control Plan (Delta Dental)

Delta Dental acts as the Control Plan for your Contract. The Control Plan will provide all claims processing, service, and administration for your group. The Control Plan is referred to as Delta Dental in this document.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental of North Carolina, a nonprofit health service plan corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental PPO

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

Delta Dental Premier[®]

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

Dentist

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

- ◆ **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO.
- ◆ **Delta Dental Premier Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO or Delta Dental Premier.
- ◆ **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign

participating agreements with Delta Dental, but may participate in the Passport Dental program.

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

Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **“Non-PPO Dentists.”**

Eligible Dependent(s)

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

- ◆ Your legal spouse;
- ◆ Your unmarried Children who have not yet reached the dependent age limit stated in the Summary of Dental Plan Benefits;
- ◆ Your unmarried Children who have reached the dependent age limit stated in the Summary of Dental Plan Benefits and who are chiefly dependent on you for support and maintenance;
- ◆ Any unmarried Children for whom you or your legal spouse are financially responsible for the medical, health, or dental care under the terms of a court decree or who have been named as alternate recipients under a qualified medical child support order; and
- ◆ Your Children who have reached the dependent age limit stated in the Summary of Dental Plan Benefits, but who were at that time (and continue to be) totally and permanently disabled by a physical or mental condition. Those Children must also be chiefly dependent on you for support and maintenance. If Delta Dental asks you to do so, you must submit medical reports confirming your Child’s initial disability within 31 days from the date your Child reached the dependent age limit stated in the Summary of Dental Plan Benefits. Thereafter, Delta Dental may request proof of your Child’s continuing disability, but no more frequently than annually.

Eligible Person(s)

Any Subscriber or Eligible Dependent with coverage under This Plan.

Emergency Services

Those Covered Services that are required immediately to control bleeding, alleviate severe pain, get rid of acute infection, or otherwise avoid serious jeopardy to a person’s health.

Maximum Approved Fee

A system used by Delta Dental to determine the approved fee for a given procedure for a given Participating Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:

- ◆ The Submitted Amount
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply,

irrespective of the Dentist’s contractual agreement with another dental benefits organization.

- ◆ The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.

Delta Dental may also approve a fee under unusual circumstances.

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

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. (See the Summary of Dental Plan Benefits.)

Medically Necessary

A dental item or service that satisfies all of the following criteria as determined by Delta Dental’s dental director:

- ◆ It is recommended by a Dentist or other qualified dental professional practicing within the scope of his or her license who has personally evaluated the patient.
- ◆ It is essential to and provided for prevention, evaluation, diagnosis or treatment of the patient’s dental condition, disease or injury.
- ◆ It is consistent with the symptoms, finding and diagnosis related to the patient’s dental condition, disease or injury.
- ◆ It is clinically appropriate for diagnosis and treatment of the patient’s dental condition, disease or injury in terms of type, frequency, extent, site and duration of the intervention.
- ◆ It is considered to be an effective intervention for the patient’s dental condition, disease or injury which can reasonably be expected to have beneficial health outcomes that outweigh potential harmful effects.
- ◆ It is performed in accordance with relevant credible scientific evidence and generally accepted professional standards of care.
- ◆ It is not experimental or investigational.
- ◆ It is required for reasons other than the convenience of the patient or treating provider.
- ◆ It is not more costly than an item or alternative service that is at least as likely to produce equivalent diagnostic or therapeutic outcomes relative to patient’s dental condition, disease or injury.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by your employer or organization, during which an Eligible Person may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

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

Post-Service Claims

Claims for Benefits that are not conditioned on your seeking advance approval, certification, or authorization to receive the full amount for any Covered Services. In other words, Post-Service Claims arise when you receive the dental service or treatment before you file a claim for Benefits.

PPO Dentist Schedule

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

Premier Dentist Schedule

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

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The Benefits estimate provided on a Pre-Treatment Estimate notice is based on Benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.

Processing Policies

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

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Eligible Dependents for the difference between this amount and the amount Delta Dental approves for the treatment.

Subscriber

You, when your employer or organization notifies Delta Dental that you are eligible to receive Benefits under This Plan. North Carolina law requires your employer to add you

to This Plan no later than 90 days after the first day from employment.

Summary of Dental Plan Benefits

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

This Plan

The dental coverage established for Eligible Persons pursuant to this Certificate.

III. Selecting a Dentist

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

If a Delta Dental PPO Dentist is not readily available within a reasonable period of time or driving distance, it may be possible to receive Covered Services from a Non-PPO Dentist and be reimbursed at the same benefit level as if provided by a Delta Dental PPO Dentist. If you feel this may be the case, please call Delta Dental's Customer Service department, toll-free, at 800-662-8856 or write to them at PO Box 9089, Farmington Hills, Michigan 48333-9089. We will review your situation and, if appropriate, authorize payment for a Non-PPO Dentist at the Delta Dental PPO Dentist benefit level.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.deltadentalnc.com or call (800) 662-8856.

IV. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, PO Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at (800) 662-8856.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
 - a. The Subscriber's full name and address
 - b. The Subscriber's Member ID number
 - c. The name and date of birth of the person receiving dental care
 - d. The group's name and number

Notice of Claim Forms

Delta Dental does not require special claim forms. However, most dental offices have claim forms available. Participating Dentists will fill out and submit your dental claims for you.

Mail claims and completed information requests to: **Delta Dental, PO Box 9085, Farmington Hills, Michigan 48333-9085.**

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all claims under This Plan are Post-Service Claims. Once a claim is filed, Delta Dental will decide it and notify you of the decision within 30 days of receiving it. If there is not enough information to decide your claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the claim, and (d) inform you or your Dentist that the information must be received within 90 days or your claim will be denied. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 30 days to decide your claim. If you or your Dentist does not supply the requested information, Delta Dental will have no choice but to deny your claim.

Proof of Loss

Written proof of loss must be given within one year after such loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from such time unless the claimant was legally incapacitated.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Disputed Claims Procedure section). You should contact your Human Resources department, call Delta Dental's Customer Service department, toll-free, at (800) 662-8856, or write them at PO Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. While in some circumstances your Dentist is treated as your authorized representative, generally Delta Dental only recognizes the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Human Resources department or call Delta Dental's Customer Service department, toll-free, at (800) 662-8856.

You may also write to Delta Dental's Customer Service department at PO Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the group's name and number, the Subscriber's Member ID number, and your daytime telephone number.

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with Delta Dental, you may contact the North Carolina Department of Insurance by telephone at (855) 408-1212, or by mail at:

NC Department of Insurance Services for Consumers
1201 Mail Service Center
Raleigh, NC 27699-1201

The physical location is:

Dobbs Building, 430 N. Salisbury Street
Raleigh, NC 27603-5926

You can also file a complaint electronically at www.ncdoi.com/consumer.

V. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the plan selected by your employer or organization. Your Plan will be identified on your Summary of Dental Plan Benefits.

Emergency Services, services that are not of the type provided by any Delta Dental PPO Dentist, and services required to meet your health needs that are not reasonably available from a Delta Dental PPO Dentist without an unreasonable delay will be paid at the applicable Copayment level for a Delta Dental PPO Dentist, as indicated on your Summary of Dental Plan Benefits, without regard to the network status of the Dentist.

When your Plan is Delta Dental PPO plus Premier

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments or Deductibles. For non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

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

PAYMENT EXAMPLES

	PPO Dentist	Premier Dentist	Non-participating Dentist
ADULT CLEANING			
Submitted fee	\$80.00	\$80.00	\$80.00
Maximum Approved Fee	\$54.00	\$77.00	\$63.00
Coverage level	100%	80%	80%
Amount Delta Dental Pays	\$54.00	\$61.60	\$50.40
AMOUNT YOU PAY	\$0.00	\$15.40	\$29.60

	PPO Dentist	Premier Dentist	Non-participating Dentist
CROWN			
Submitted fee	\$950.00	\$950.00	\$950.00
Maximum Approved Fee	\$675.00	\$898.00	\$744.00
Coverage level	60%	50%	50%
Amount Delta Dental Pays	\$405.00	\$449.00	\$372.00
AMOUNT YOU PAY	\$270.00	\$449.00	\$578.00

NOTE: This is just an example and the amounts shown here may not be the same as your coverage levels or your dentist's fees.

Your actual expenses for Covered Services may exceed the stated Copayment percentage because actual provider charges may not be used to determine our and your payment obligations.

How can I save?

PPO and Premier Dentists

- Submit claims for you
- Only charge you for your Copayment and Deductible (if any) - no balance billing
- Out-of-pocket costs are likely to be lower

Nonparticipating Dentists

- May require you to submit your own claims
- May charge you the full cost of a procedure
- May ask for payment in full up front

How will the Dentist receive payment?

PPO and Premier Dentists

Payment will be sent directly to your Dentist.

Nonparticipating Dentists

You will be responsible for making full payment to your Dentist and then Delta Dental will send you the check for Covered Services.

When your Plan is Delta Dental PPO (Standard)

Whether your Dentist is a PPO Dentist or not, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

PAYMENT EXAMPLES

	PPO Dentist	Premier Dentist	Non-participating Dentist
ADULT CLEANING			
Submitted fee	\$80.00	\$80.00	\$80.00
Maximum Approved Fee	\$54.00	\$77.00	n/a
PPO Dentist Schedule	\$54.00	\$54.00	\$54.00
Coverage level	100%	100%	100%
Amount Delta Dental Pays	\$54.00	\$54.00	\$54.00
AMOUNT YOU PAY	\$0.00	\$23.00	\$26.00

CROWN

	PPO Dentist	Premier Dentist	Non-participating Dentist
Submitted fee	\$950.00	\$950.00	\$950.00
Maximum Approved Fee	\$675.00	\$898.00	n/a
PPO Dentist Schedule	\$675.00	\$675.00	\$675.00
Coverage level	50%	50%	50%
Amount Delta Dental Pays	\$337.50	\$337.50	\$337.50
AMOUNT YOU PAY	\$337.50	\$560.50	\$612.50

NOTE: This is just an example and the amounts shown here may not be the same as your coverage levels or your dentist's fees.

Your actual expenses for Covered Services may exceed the stated Copayment percentage because actual provider charges may not be used to determine our and your payment obligations.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments or Deductibles. For non-covered services, you will be responsible for the Dentist's Submitted Amount.

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

How can I save?

PPO Dentists

- Submit claims for you
- Only charge you for your Copayment and Deductible (if any) - no balance billing
- Out-of-pocket costs are likely to be lower

Premier Dentists

- Submit claims for you
- Will charge you for the difference between the PPO Dentist Schedule and the Premier Dentist Schedule, along with your Copayment and Deductible (if any)

Nonparticipating Dentists

- May require you to submit your own claims
- May charge you the full cost of a procedure
- May ask for payment in full up front

How will the Dentist receive payment?

PPO and Premier Dentists

Payment will be sent directly to your Dentist.

Nonparticipating Dentists

You will be responsible for making full payment to your Dentist and then Delta Dental will send you the check for Covered Services.

VI. Benefit Categories

Important

A description of various dental services that can be selected for dental benefits is included below. **ONLY the dental services listed in your Summary of Dental Plan Benefits are covered by This Plan.** Covered Services are also subject to exclusions and limitations. You will want to review this section of this Certificate carefully.

Diagnostic & Preventive

Diagnostic and Preventive Services

Services and procedures to determine your dental health or to prevent or reduce dental disease. These services include examinations, evaluations, prophylaxes (cleanings), space maintainers, and fluoride treatments.

Brush Biopsy

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

Radiographs

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

Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain.

Sealants

A resinous material applied to the occlusal surface of posterior teeth to prevent decay.

Basic Services

Oral Surgery Services

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

Endodontic Services

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

Periodontic Services

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

Restorative Services

Services to rebuild and repair your teeth damaged by disease, decay, fracture, or injury. Restorative services include:

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

Major Services

Relines and Repairs

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

Prosthetic Services

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

Orthodontic Services

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

Other Benefits

The Summary of Dental Plan Benefits lists any other Benefits that may have been selected.

VII. Exceptions and Reductions

Exceptions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for the same will be your responsibility (though your payment obligation may be satisfied by insurance or some other arrangement for which you are eligible):

1. Services or supplies for the treatment of an occupational injury or sickness which are paid under the North Carolina Worker's Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

2. Services received from any government agency, political subdivision, community agency, foundation, or similar entity.

NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act; that is, Medicaid.

3. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations, except for the correction of congenital defects or anomalies (including treatment and care for cleft lip or cleft palate) with respect to newborn Children, adopted Children, foster Children and Children covered by virtue of court or administrative order.
4. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental, except for the correction of congenital defects or anomalies (including treatment and care for cleft lip or cleft palate) with respect to newborn Children, adopted Children, foster Children and Children covered by virtue of court or administrative order.
5. Services started or appliances started before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
6. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.

7. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
 8. Charges for hospitalization, laboratory tests, and histopathological examinations.
 9. Charges for failure to keep a scheduled visit with the Dentist.
 10. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
 11. Services or supplies, as determined by Delta Dental, that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
 12. Services or supplies, as determined by Delta Dental, which are specialized techniques.
 13. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
 14. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional, as determined by Delta Dental, under the scope of his or her license as permitted by applicable state law.
 15. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.
 16. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
 17. Services or supplies received due to an act of war, declared or undeclared.
 18. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
 19. Services or supplies that are not within the categories of Benefits selected by your employer or organization and that are not covered under the terms of this Certificate.
 20. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
 21. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
 22. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
 23. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
 24. Cosmetic dentistry, as determined by Delta Dental, except for the correction of congenital defects or anomalies (including treatment and care for cleft lip or cleft palate) with respect to newborn Children, adopted Children, foster Children and Children covered by virtue of court or administrative order.
 25. Veneers.
 26. Prefabricated crowns used as final restorations on permanent teeth.
 27. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and your employer or organization.
 28. Paste-type root canal fillings on permanent teeth.
 29. Replacement, repair, relines, or adjustments of occlusal guards.
 30. Chemical curettage.
 31. Services associated with overdentures.
 32. Metal bases on removable prostheses.
 33. The replacement of teeth beyond the normal complement of teeth.
 34. Personalization or characterization of any service or appliance.
 35. Temporary crowns used for temporization during crown or bridge fabrication.
 36. Posterior bridges in conjunction with partial dentures in the same arch.
 37. Precision attachments and stress breakers.
 38. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
 39. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
 40. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
 41. Myofunctional therapy.
 42. Mounted case analyses.
- Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists for the following are your responsibility:**
1. The completion of forms or submission of claims.
 2. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
 3. Local anesthesia.
 4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
 5. Infection control.
 6. Temporary, interim, or provisional crowns.
 7. Gingivectomy as an aid to the placement of a restoration.
 8. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.

9. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
10. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
11. Post-operative X-rays, when done following any completed service or procedure.
12. Periodontal charting.
13. Pins and preformed posts, when done with core buildups for crowns, onlays, or inlays.
14. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
15. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
16. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
17. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
18. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
19. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
20. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
21. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
5. Preventive fluoride treatments are payable twice per calendar year for people under age 19.
6. Space maintainers are payable for people under age 14.
7. Sealants are payable once per tooth per lifetime for the occlusal surface of first and second permanent molars for people under age 16. The surface must be free from decay and restorations.
8. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth.
9. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture.
10. Individual crowns over implants are payable at the prosthodontic benefit level.
11. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.
12. An occlusal guard is payable once in a lifetime.
13. An interim partial denture is payable only for the replacement of permanent anterior teeth for people under age 17 or during the healing period for people age 17 and over.
14. Prosthodontic Services limitations:
 - a. One complete upper and one complete lower denture are payable once in any five-year period.
 - b. A removable partial denture, implant, or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - c. Fixed bridges and removable partial dentures are not payable for people under age 16.
 - d. A reline or the complete replacement of denture base material is payable once in any two-year period per appliance.
 - e. Implant removal is payable once per lifetime per tooth or area.
 - f. Implant maintenance is payable once per calendar year.

Reductions

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these reductions will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of your group, any dental plan:

1. Bitewing X-rays are payable once per calendar year. Panoramic or full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
2. Any combination of teeth cleanings (prophylaxes and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable only once in a lifetime.
3. Oral examinations and evaluations are only payable twice per calendar year, regardless of the Dentist's specialty.
4. Patient screening is payable once per calendar year.
15. Orthodontic Services limitations:
 - a. Orthodontic Services are payable for Eligible Persons under age 19.
 - b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
 - c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
16. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a claim for those services within one

year of the date of service. Failure to submit a claim within the time required does not invalidate or reduce any claim however, if it was not reasonably possible for the claimant to file the claim within that time, provided that the claim is submitted as soon as possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time submittal of the claim is otherwise required.

17. When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.

18. Care terminated due to the death of an Eligible Person will be paid to the limit of Delta Dental's liability for the services completed or in progress.

19. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

- a. Overdentures - Delta Dental will pay only the amount that it would pay for a conventional denture.
- b. Inlays, regardless of the material used - Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
- c. All-porcelain/ceramic bridges - Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
- d. Implant/abutment supported complete or partial dentures - Delta Dental will pay only the amount that it would pay for a conventional denture.
- e. Gold foil restorations - Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.

20. Maximum Payment:

- a. The maximum Benefits payable in any one Benefit Year will be limited to the Maximum Payment stated in the Summary of Dental Plan Benefits.
- b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime Maximum Payment stated in the Summary of Dental Plan Benefits.

21. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

22. Processing Policies may limit Delta Dental's payment for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following reductions. All charges are your responsibility. However, Participating Dentists may not charge Eligible Persons for these

services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of your group, any dental plan:

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including relines or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. Processing Policies may limit Delta Dental's payment for services or supplies.

VIII. Coordination of Benefits

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

A Plan is any of the following that provides benefits or services for, or because of, medical or dental care or treatment:

- ◆ Group insurance or group-type coverage, whether insured or uninsured. This includes pre-payment group practice, or individual practice coverage. It does not include school accident-type coverage, blanket, franchise, individual, automobile, or homeowner coverage.
- ◆ Coverage under a governmental plan or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States

for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time). It also does not include any plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program.

You must submit your bills to the primary plan first. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies your claim or does not pay the full bill, you may then submit the remainder of the bill to the secondary plan.

Which Plan is Primary?

To decide which plan is primary, Delta Dental will consider both the COB provisions of the other plan and the relationship of the Eligible Person to This Plan's Subscriber, as well as other factors. The primary plan is determined by the first of the following rules that applies:

1. Non-coordinating Plan

If you have another plan that does not coordinate benefits, it will always be primary.

2. Employee or Subscriber

The plan that covers the Eligible Person other than as an Eligible Dependent. For example, the plan that covers you as the employee, neither laid off nor retired, or Subscriber is usually primary. However, if the Eligible Person is a Medicare beneficiary, federal law may reverse this order.

3. Children (Parents Divorced or Separated)

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

If a court decree states that the parents have joint custody without stating that one of the parents is responsible for the Child's health care expenses, Delta Dental follows the birthday rule (see rule 4 below).

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

- a. First, the plan of the parent with custody of the Child;
- b. Then, the plan of the spouse of the parent with custody of the Child;
- c. Next, the plan of the parent without custody of the Child;
- d. Last, the plan of the spouse of the parent without custody of the Child.

4. Children and the Birthday Rule

The plan of the parent whose birthday is earliest in the calendar year is always primary for Children. For example, if your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your Children. If both parents have the same birthday, the plan that has covered the parent for the longer period will be primary.

5. Laid Off or Retired Employees

The plan that covers the Eligible Person as a laid off or retired employee or as a dependent of a laid off or retired employee.

6. COBRA Coverage

The plan that is provided under a right of continuation pursuant to federal law or a similar state law (that is, COBRA).

7. Other Plans

If none of the rules above determines the order of benefits, the plan that has covered the Eligible Person for the longer period will be primary.

If the other plan does not have rule 5 and/or rule 6 (above) and decides the order of benefits differently from This Plan, This Plan may ignore either of those rules.

In the event that these rules do not determine how Delta Dental should coordinate benefits with another plan, Delta Dental will follow its internal policies and procedures, unless prohibited by applicable law.

How Delta Dental Pays as Primary Plan

When Delta Dental is the primary plan, it will pay for Covered Services as if you had no other coverage.

How Delta Dental Pays as Secondary Plan

When Delta Dental is the secondary plan, it will pay for Covered Services based on the amount left after the primary plan has paid. It will not pay more than that amount, and it will not pay more than it would have paid as the primary plan. However, Delta Dental may pay less than it would have paid as the primary plan.

When Benefits are reduced as described above, each Benefit is reduced in proportion. Benefits are then charged against any applicable benefit limit of This Plan.

Right to Receive and Release Needed Information

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

Facility of Payment

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

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

Right of Recovery

If Delta Dental pays more than it should have paid under this COB provision, it may recover the excess from the people it has paid or for whom it has paid.

Payment includes the reasonable cash value of any benefits provided in the form of services. This right of recovery is limited to two years after the date of the original claim payment, unless Delta Dental has reasonable belief that fraud or intentional misconduct occurred.

IX. Disputed Claims Procedure

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your claim, you or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, (800) 662-8856, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at PO Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. Delta Dental provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to recheck its initial determination, you can request a formal review using the Formal Disputed Claims Procedure described below.

Formal Disputed Claims Procedure

If you receive notice of an Adverse Benefit Determination, you, or your authorized representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date that you received that Adverse Benefit Determination.

To request a formal review of your claim, send your request in writing to:

**Dental Director
Delta Dental
PO Box 30416
Lansing, Michigan 48909-7916**

Please include your name and address, the Subscriber's Member ID, the reason why you believe your claim was wrongly denied, and any other information you believe supports your claim. You also have the right to review the Contract between Delta Dental and your employer or organization and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your claim will not be the same as, nor subordinate to, the person(s) who initially decided your claim. The reviewer will grant no deference to the prior decision about your claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your claim even if the information was not available when your claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if

necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Disputed Claims Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your claim free of charge. This notice will also contain a description of any additional materials necessary to complete your claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your claim has been completely reviewed according to this Formal Disputed Claims Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

If you are still not satisfied, you may contact the North Carolina Department of Insurance for instructions on filing a consumer complaint by calling (855) 408-1212. You may also write to the Consumer Services Division of the North Carolina Department of Insurance, 1201 Mail Service Center, Raleigh, NC 27699-1201, or visit the Department's website at <http://www.ncdoi.com/consumer>.

X. Termination of Coverage

Delta Dental must give your employer or organization at least 45 days advance notice of cancellation, expiration, non-renewal, or a change in rates. In the event Delta Dental chooses to terminate the Plan due to nonpayment of premium, Delta Dental will give your employer or organization notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due and not paid.

Your Delta Dental coverage may automatically terminate:

- ◆ When your employer or organization advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which your employer or organization has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any claim.

- ◆ For your Children, when they no longer qualify as an Eligible Dependent.

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

XI. Continuation of Coverage

If your employer or organization is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and your dental coverage would otherwise end, you and your Eligible Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Eligible Dependent’s coverage would end because:

1. Your employment ends for any reason other than your gross misconduct.
2. Your hours of work are reduced so that you are no longer a full-time employee.
3. You are divorced or legally separated.
4. You die.
5. Your Child is no longer an Eligible Dependent (for example, because he or she turns 19).
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact your employer or organization to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 (“ERISA”).

XII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Eligible Persons and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Obtaining and Releasing Information

While you are an Eligible Person, you agree to provide Delta Dental with any information it needs to process your claims and administer your Benefits. This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Eligible Persons are free to choose any Dentist. Each Dentist maintains the dentist-patient relationship and is solely responsible to the patient for dental advice and treatment and any resulting liability.

Loss of Eligibility During Treatment

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

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

Late Claims Submission

Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. Failure to submit a claim within the time required does not invalidate or reduce any claim however, if it was not reasonably possible for the claimant to file the claim within that time, provided that the claim is submitted as soon as possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time submittal of the claim is otherwise required.

Entire Contract/Changes

This Certificate, along with your Summary of Dental Plan Benefits, constitutes the entire Contract of your Delta Dental program. No agent has the authority to change any provisions in this Certificate or the provisions of the Contract on which it is based. No changes to this Certificate or the underlying Contract are valid unless Delta Dental approves them in writing.

Note: This Certificate and This Plan are subject to change if, in the future, federal or state laws or regulations require Delta Dental or your employer or organization to comply with such laws or regulations.

Legal Actions

No action on a legal claim arising out of or related to this Certificate will be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of North Carolina.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Eligible Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Change of Status

You must notify Delta Dental, through your employer or organization, of any event that changes the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

In no event will retroactive updates to eligibility be accepted for an effective date more than six months prior to receipt of the update by Delta Dental. Notwithstanding the foregoing, when no additional premium is required, a newborn child will be covered from the moment of birth, and a foster child or adopted child will be covered from the date of placement in the home, without regard to the timeliness of the update to eligibility.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to your acts or acts of your Eligible Dependents, it may recover that payment from you or your Eligible Dependents. You and your Eligible Dependents authorize Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Eligible Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Any person intending to deceive an insurer, who knowingly submits an application or files a claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

(800) 524-0147

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

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

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

This plan provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, call 1-800-662-8856 (TTY users call 711).

If you believe that this plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with the civil rights coordinator at PO Box 9089, Farmington Hills, MI 48333-9089; by phone at 1-800-662-8856 (TTY users call 711) or fax to 517-706-3513. You can file a grievance by mail, fax or phone. If you need help filing a grievance, the civil rights coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

انتباه: إذا كنت تتحدث اللغة العربية، فتتوفر خدمات المساعدة اللغوية مجاناً بالنسبة لك. اتصل على الهاتف رقم 1-800-662-8856 (رقم الطابعة الهاتفية: 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-662-8856 (TTY : 711)。

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-662-8856 (ATS: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-662-8856 (TTY: 711).

ध्यान आपो: જો તમે [ગુજરાતી] બોલતાં હો તો વિના મૂલ્ય ભાષાકીય સહાયતા સેવાઓ તમારે માટે ઉપલબ્ધ છે. કોલ કરો 1-800-662-8856 (TTY: 711).

ध्यान दें: यदि आप हिन्दी बोलते हैं, तो भाषा सहायता सेवाएँ, आप के लिए नि:शुल्क उपलब्ध हैं। कॉल करें 1-800-662-8856 (TTY: 711).

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-800-662-8856 (TTY: 711).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。
1-800-662-8856 (TTY : 711) まで、お電話にてご連絡ください。

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.
1-800-662-8856 (TTY: 711) 번으로 전화해 주십시오.

ໂປດ ຊາບ: ຖ້າວ່າ ທ່ານ ເວົ້າ ພາສາ ລາວ, ການ ບໍລິ ການ ຊ່ວຍ ເຫຼືອ ດ້ານ ພາສາ, ໂດຍບໍ່ ຈ່າຍ ຄ່າ, ແມ່ນມີ
ພ້ອມໃຫ້ທ່ານ. ໂທ 1-800-662-8856 (TTY: 711).

សេចក្តីជូនដំណឹង៖ ប្រសិនបើអ្នកនិយាយ ភាសាខ្មែរ, មានសេវាកម្មជំនួយផ្នែកភាសាសម្រាប់អ្នក ដោយ
ឥតគិតថ្លៃ។ សូមទៅទូរស័ព្ទទៅលេខ 1-800-662-8856 (TTY: 711) ។

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода.
Звоните 1-800-662-8856 (телетайп: 711).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al
1-800-662-8856 (TTY: 711).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika
nang walang bayad. Tumawag sa 1-800-662-8856 (TTY: 711).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số
1-800-662-8856 (TTY: 711).