

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.deltadentalinc.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
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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

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.

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
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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

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.

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.

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.
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.

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.

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.
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.
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 relining 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