
VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. 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 these services will be your responsibility:

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 Medicaid or Medicare.

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 child(ren), adopted child(ren), foster child(ren) and child(ren) 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 child(ren), adopted child(ren), foster child(ren) and child(ren) covered by virtue of court or administrative order.
5. Services completed or appliances completed 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 and miscellaneous tests.
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. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed dentist. Treatment rendered by any other dental professional, may be covered only as determined by the Contractor and/or Delta Dental ..
14. Services or supplies, 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.
15. Services or supplies received due to an act of war, declared or undeclared.
16. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
17. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
18. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
19. Interim caries arresting medicament.
20. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
21. Sealants.
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, including repairs to facings posterior to the second bicuspid position, and 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 child(ren),

adopted child(ren), foster child(ren) and child(ren) 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 the Contractor.
28. Implant/abutment supported interim fixed denture for edentulous arch.
29. Soft occlusal guard appliances.
30. Paste-type root canal fillings on permanent teeth.
31. Replacement, repair, relines, or adjustments of occlusal guards.
32. Chemical curettage.
33. Services associated with overdentures.
34. Metal bases on removable prostheses.
35. The replacement of teeth beyond the normal complement of teeth.
36. Personalization or characterization of any service or appliance.
37. Temporary crowns used for temporization during crown or bridge fabrication.
38. Posterior bridges in conjunction with partial dentures in the same arch.
39. Precision attachments and stress breakers.
40. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
41. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
42. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
43. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
44. Myofunctional therapy.
45. Mounted case analyses.

46. Any and all taxes applicable to the services.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
13. Post-operative X-rays, when done following any completed service or procedure.
14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. 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.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.

19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
26. Full mouth debridement, when done on the same day as comprehensive evaluation.
27. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
28. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
29. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
30. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
31. Teledentistry fees.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) 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 for posterior teeth are payable once in a lifetime for people under age 14. A distal shoe space maintainer is only payable for first permanent molars.
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 (lost or mobile tooth structure).
10. Individual crowns over implants are payable at the prosthodontic benefit level once in any five year period.
11. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.
12. Hard full or partial arch occlusal guards are 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. Biologic materials to aid in soft and osseous tissue regeneration are payable once per tooth in a 36 month period.
15. Prosthodontic Services limitations:
 - a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
 - b. A removable partial denture, endsteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.

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.

1. Bitewing X-rays are payable once per calendar year, unless a full mouth x-ray which include bitewings has been paid in that same year.

- 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 any twelve (12) month period.
 - g. Removal of a broken implant retaining screw is payable once in a 5 year period.
16. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:
- a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.
 - 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 a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.
20. 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. Resin, porcelain fused to metal, and porcelain crowns, bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.
 - b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
 - c. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.
 - d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
 - e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
 - f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
 - g. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
 - h. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.
21. Maximum Payment:
- a. All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your 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. Caries risk assessments are payable once in any 36-month period for Members age 3-18.

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 Members for these services or supplies when performed by the same Dentist or dental office.

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. Distal shoe space maintainers are only payable for Members age 8 and under.
12. One caries risk assessment is allowed on the same date of service.
13. One caries risk assessment is allowed within a twelve (12) month period when done by the same dentist/dental office.

IX. Coordination of Benefits

All Benefits under this Certificate 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.

Coordination of Benefits (“COB”) applies to This Plan when a Member 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.

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.

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 Member 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. Subscriber v. Dependent Coverage

The plan that covers the Member other than as a Subscriber will be primary over a plan that covers the Member as a dependent. However,

please note that if the Member is a Medicare beneficiary, federal law may reverse this order.

3. Child(ren) (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 will be primary;
- b. Then, the plan of the spouse of the parent with custody of the Child will be primary;
- c. Next, the plan of the parent without custody of the Child will be primary;
- d. Last, the plan of the spouse of the parent without custody of the Child will be primary.

4. Child(ren) and the Birthday Rule

The plan of the parent whose birthday is earliest in the calendar year is always primary for Child(ren). 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 Child(ren). 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 Member as a laid off or retired employee or as a dependent of a laid off or retired employee will be primary.

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) will be primary.

7. Other Plans

If none of the rules above determines the order of benefits, the plan that has covered the Member 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 for determining which plan is primary, 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

Unless your Contractor has selected carve out coordination of benefits or non-duplication of benefits as stated in your Summary of Dental Plan Benefits, 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.

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 regarding the Claim being coordinated. 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 the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, Delta Dental 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.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

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 may contact Delta Dental's Customer Service department and ask them to reconsider 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.

A request for reconsideration 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 reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal 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 Enrollee'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 the Contractor 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 Claims Appeal 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 Claims Appeal 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 (877) 885-0231. 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>.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- ◆ When the Contractor advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which the Contractor has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any Claim.
- ◆ For your Dependent, when they no longer qualify as a Dependent.
- ◆ For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. 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").

XII. Continuation of Coverage

If the Contractor 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 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 Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
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 the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

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

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member 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. This provision does not apply to orthodontics if covered under This Plan.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Legal Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. 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.

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.

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 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 the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

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 Dependents, it may recover that payment from you or your Dependents. Delta Dental may 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 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