



# **ELON University**

## **Delta Dental PPO plus Premier**

**Effective Date: January 1, 2016**

# 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 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](http://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](http://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 (EOBs), search our dentist directories, and read oral health tips.

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## ***Section I.       Declarations***

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### **A.       Eligibility (Subscribers and dependents):**

All full-time employees of Elon University (Contractor) working at least 30 hours per week who choose the dental plan. Dependents and domestic partners of above mentioned Subscribers are also eligible. Dependent children will be eligible for benefits to their 19th birthday or to the end of the month in which they turn 26 if a full-time student and a member of the subscriber's household for federal income tax purposes. Subscribers and eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, they may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Dependents may only enroll if the Subscriber is enrolled (except under COBRA) and must be enrolled in the same plan as the Subscriber. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Benefits for Domestic Partners are defined in the Elon University Domestic Partner Benefit Policy.

Where two legally married Subscribers are both eligible for coverage under this Contract, they may be enrolled together on one application card or separately on individual application cards, but not both. Dependent children may only be enrolled on one application card. Delta Dental will not coordinate benefits for married Subscribers who are both eligible under this Contract.

### **B.       Waiting Period:**

All new Subscribers (and their dependents, if covered above), defined as eligible Subscribers added to the covered group who are hired after the effective starting date of the Contract will be eligible for enrollment on the first day of the month following date of hire.

There is a 6-month waiting period for certain services. Major Restorative Services and Prosthodontic Services will not be covered until after a person is enrolled in the dental plan for 6 consecutive months. **If you had prior coverage the waiting period will be waived.**

### **C.       Deductible:**

**PPO Dentist** - None.

**Premier Dentist or Non-participating Dentist** - \$50 deductible per person total per calendar year limited to a maximum deductible of \$150 per family per calendar year. The deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, x-rays, sealants, and orthodontic services.

**D. Covered Services:**

|                                                                                                        | <b>PPO Dentist</b> | <b>Premier Dentist</b> | <b>Non-participating Dentist</b> |
|--------------------------------------------------------------------------------------------------------|--------------------|------------------------|----------------------------------|
|                                                                                                        | <b>Plan Pays</b>   | <b>Plan Pays</b>       | <b>Plan Pays</b>                 |
| <b>Diagnostic &amp; Preventive</b>                                                                     |                    |                        |                                  |
| <b>Diagnostic and Preventive Services</b> - includes exams, cleanings, fluoride, and space maintainers | 100%               | 100%                   | 100%                             |
| <b>Emergency Palliative Treatment</b> - to temporarily relieve pain                                    | 100%               | 100%                   | 100%                             |
| <b>Sealants</b> - to prevent decay of permanent teeth                                                  | 100%               | 100%                   | 100%                             |
| <b>Brush Biopsy</b> - to detect oral cancer                                                            | 100%               | 100%                   | 100%                             |
| <b>Radiographs</b> - X-rays                                                                            | 100%               | 100%                   | 100%                             |
| <b>Basic Services</b>                                                                                  |                    |                        |                                  |
| <b>Minor Restorative Services</b> - fillings and crown repair                                          | 80%                | 80%                    | 80%                              |
| <b>Non-Surgical Periodontic Services</b> - non-surgical services to treat gum disease                  | 80%                | 80%                    | 80%                              |
| <b>Simple Extractions</b> - non-surgical removal of teeth                                              | 80%                | 80%                    | 80%                              |
| <b>Other Basic Services</b> - misc. services                                                           | 80%                | 80%                    | 80%                              |
| <b>Relines and Repairs</b> - to bridges and dentures                                                   | 80%                | 80%                    | 80%                              |
| <b>Endodontic Services</b> - root canals                                                               | 50%                | 50%                    | 50%                              |
| <b>Surgical Periodontic Services</b> - surgical services to treat gum disease                          | 50%                | 50%                    | 50%                              |
| <b>Other Oral Surgery</b> - dental surgery                                                             | 50%                | 50%                    | 50%                              |
| <b>Major Services</b>                                                                                  |                    |                        |                                  |
| <b>Major Restorative Services</b> - crowns                                                             | 50%                | 50%                    | 50%                              |
| <b>Prosthodontic Services</b> - includes bridges, implants, and dentures                               | 50%                | 50%                    | 50%                              |
| <b>Orthodontic Services</b>                                                                            |                    |                        |                                  |
| <b>Orthodontic Services</b> - includes braces                                                          | 50%                | 50%                    | 50%                              |
| <b>Orthodontic Age Limit</b> -                                                                         | Up to age 19       | Up to age 19           | Up to age 19                     |

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

Enrollees can receive expert dental care when they are outside of the United States through our Passport Dental program. Passport Dental gives our enrollees access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help them schedule care. Delta Dental coverage outside of the United States is the same as Delta Dental coverage within the United States. Access to the Passport Dental program is offered through an agreement with a third party vendor, and it may not be available if that agreement terminates.

- H. Maximum Payment:** \$1,500 per person total per calendar year. The maximum does not apply to diagnostic and preventive services, emergency palliative treatment, x-rays, brush biopsy, sealants, and orthodontic services. \$1,000 per person total per lifetime on orthodontic services.

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## ***Section I. Definitions***

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**A. Benefit Year**

means the calendar year, unless the Contractor elects a different period to serve as the Benefit Year.

**B. Benefits**

means payment for the Covered Services that have been selected under the Contract.

**C. Children or Child**

means the Subscriber's natural children, stepchildren, foster children, adopted children, children by virtue of legal guardianship, or children who are residing with the Subscriber during the waiting period for adoption or legal guardianship.

**D. Copayment**

means the percentage of the charge, if any, that the Subscriber or Eligible Dependent must pay for Covered Services.

**E. Covered Services**

means the unique dental services selected for coverage as described in the benefit overview section and subject to the terms and conditions of this Contract.

**F. Deductible**

means the amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Contract. If the Contractor has selected a Deductible, it will be indicated in the Declarations Section.

**G. Delta Dental**

means Delta Dental of North Carolina, a non-profit health service plan corporation providing dental benefit programs. Delta Dental is not a commercial insurance company.

**H. Delta Dental Plan**

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

**I. Delta Dental PPO plus Premier**

means Delta Dental's preferred provider organization program that can reduce out-of-pocket expenses for Eligible Persons if they receive care from one of Delta Dental's PPO Dentists. This program has back-up coverage through the Delta Dental Premier network when treatment is received from a Non-PPO Dentist.

**J. Delta Dental Premier**

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

**K. Dentist**

means a person licensed to practice dentistry in the state or jurisdiction in which dental services are rendered.

1. **Delta Dental PPO Dentist (PPO Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO. PPO Dentists agree to accept Delta Dental's payment and the Eligible Person's Copayment, if any, as payment in full for Covered Services.
2. **Delta Dental Premier Dentist (Premier Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier. Premier Dentists agree to accept Delta Dental's payment and the Eligible Person's Copayment, if any, as payment in full for Covered Services.
3. **Nonparticipating Dentist** means a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO or Delta Dental Premier.
4. **Out-of-Country Dentist** means a Dentist whose office is located outside of the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental, but may participate in the Passport Dental program.

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

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

**L. Eligible Dependent**

means (a) the Subscriber's legal spouse and (b) any other dependents who meet the criteria for eligibility set forth in the Declarations and Eligibility Sections. If dependent coverage has been selected, it will be indicated in the Declarations Section.

**M. Eligible Person(s)**

means any Subscriber or Eligible Dependent under this Contract.

**N. Maximum Approved Fee**

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

1. The Submitted Amount
2. 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.
3. 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 are not allowed 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.

**O. Maximum Payment**

means the maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payment is specified in the Declarations Section.

**P. Nonparticipating Dentist Fee**

means the maximum fee that Delta Dental will pay per procedure for services rendered by a Nonparticipating Dentist.

**Q. Out-of-Country Dentist Fee**

means the maximum fee that Delta Dental will pay per procedure for services rendered by an Out-of-Country Dentist.

**R. Plan**

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

**S. Post-Service Claims**

means claims for benefits that are not conditioned on the Eligible Person seeking advance approval, certification, or authorization to receive the full amount of any covered benefit. In other words, Post-Service Claims arise when the Eligible Person receives the dental service or treatment before the claim is filed for Benefits.

**T. PPO Dentist Schedule**

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

**U. Premier Dentist Schedule**

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

**V. Predetermination**

means a voluntary and optional process where, at the request of a Subscriber, Eligible Dependent or Dentist, Delta Dental issues a written estimate of Benefits which may be available for proposed dental services or supplies under the terms of the Subscriber's Plan. Predetermination is provided for informational purposes only and is not required in advance of obtaining dental care or as a prerequisite or condition for approval of future dental benefits payment. The Benefits estimate provided on a Predetermination notice is determined based on the Benefits available for the Eligible Person on the date the notice is issued, and is not a guarantee of future dental benefits payment. Availability of Benefits at the time a dental service is completed depends on factors such as, but not limited to, eligibility for Benefits, annual or lifetime Maximum Payments, coordination of benefits, Plan and Dentist status, Plan limitations and other Plan provisions. A request for a Predetermination is not a claim for Benefits or a preauthorization, precertification or other reservation of future benefits.

**W. Processing Policies**

means Delta Dental's policies and guidelines used for Predetermination and payment of claims. The Processing Policies may be amended from time to time.

**X. Submitted Amount**

means the amount a Dentist bills to Delta Dental for a specific treatment.

**Y. Subscriber**

means all people who are members of the group specified in the Declarations Section and are certified as being eligible by the Contractor.

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## **Section III. Eligibility**

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### **A. Effective Date of Eligibility**

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

### **B. General Eligibility Rules**

- 1.** No person will be eligible for dental benefits under this Contract unless the Contractor has either currently enrolled that person as a Subscriber or currently listed or acknowledged that person as an Eligible Dependent, unless the enrollment or listing is allowed under this Contract. In no event will retroactive updates to eligibility be accepted for an effective date more than 90 days prior to receipt of the update by Delta Dental. Notwithstanding the foregoing, when no additional premium is required, a newborn child will be covered from the moment of birth, and a foster child or adopted child will be covered from the date of placement in the home, without regard to the timeliness of the update to eligibility.
- 2.** Unless the eligibility requirements stated in the Declarations Section are different, an Eligible Dependent is:
  - a.** The legal spouse of the Subscriber; or
  - b.** Unmarried Children of the Subscriber who have not yet reached the end of the calendar year of their 19<sup>th</sup> birthday; or
  - c.** Unmarried Children of the Subscriber who have reached the end of the calendar year of their 19<sup>th</sup> birthday and who are chiefly dependent on the Subscriber for support and maintenance; or
  - d.** Unmarried Children of the Subscriber or the Subscriber's legal spouse for whom the Subscriber or the Subscriber's legal spouse is financially responsible for the medical, health, or dental care under the terms of a court decree or who have been named as alternate recipients, as defined in

ERISA Section 609(a)(2)(C), under a qualified medical child support order, as defined in ERISA Section 609(a)(2)(A); or

- e. Children of the Subscriber who have reached the end of the calendar year of their 19<sup>th</sup> birthday, but who were at that time (and continue to be), totally and permanently disabled by a physical or mental condition and, who are chiefly dependent upon the Subscriber for support and maintenance. If Delta Dental asks the Subscriber to do so, the Subscriber shall submit medical reports confirming the Child's initial disability within 31 days of the end of the calendar year of the Child's 19<sup>th</sup> birthday. Thereafter, Delta Dental may request proof of continuing disability, but no more frequently than annually.

3. No person will be eligible for orthodontic benefits under this Contract unless Orthodontic benefits are selected in the Declarations Section, and, even if Orthodontic benefits are selected, no person will be eligible for orthodontic benefits on or after that person's 19<sup>th</sup> birthday, unless specified otherwise in the Declarations Section.

### **C. Termination of Eligibility**

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

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

Eligibility of an individual Subscriber, and of that Subscriber's Eligible Dependents, will also terminate if that Subscriber ceases to be a Subscriber as defined by this Contract. Eligibility of an Eligible Dependent also terminates upon lack of compliance with the eligibility requirements of this Contract.

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

### **D. Loss of Eligibility During Treatment**

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

### **E. Continuation Coverage – COBRA**

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

1. Continuation coverage is required to be provided under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.E. does not apply. Employers should consult with their legal counsel to determine how and when the law applies.
2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.
3. Continuation coverage will not continue beyond the termination of this Contract.

4. The person who is receiving continuation coverage is responsible for the costs of any service provided after he or she is no longer eligible for continuation coverage under this Section III.E.
5. The monthly rate that must be paid on behalf of any person who is provided coverage under this subsection will be based on the COBRA continuation coverage rates in effect during that month.
6. A person who continues coverage will be considered to be either a Subscriber or an Eligible Dependent under this Contract and the dental care certificate as long as coverage is provided under this Section III.E.

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## ***Section IV. Benefits***

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### **Types of Dental Benefits**

Delta Dental agrees to provide Benefits to Eligible Persons under the policies and procedures of Delta Dental, including the Processing Policies, and under the terms and conditions of this Contract, including, but not limited to, the following categories, exclusions, and limitations. Benefits will be divided into the following categories **unless otherwise specified in the Declarations Section:**

#### **1. Diagnostic and Preventive Services**

##### **a. Diagnostic and Preventive Services**

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

##### **b. Brush Biopsy**

Oral brush biopsy procedure and laboratory analysis to detect oral cancer, an important tool that uses technology to identify and analyze precancerous and cancerous cells.

##### **c. Emergency Palliative Treatment**

Emergency treatment to temporarily relieve pain.

##### **d. Radiographs**

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

##### **e. Sealants**

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

#### **2. Basic Services**

##### **a. Oral Surgery Services**

Extractions and dental surgery, including preoperative and postoperative care.

##### **b. Endodontic Services**

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

##### **c. Periodontic Services**

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

##### **d. Restorative Services**

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

- (1) Minor restorative services, such as amalgam (silver) fillings and composite resin (white) fillings.
  - (2) Major restorative services, such as crowns, used when teeth cannot be restored with another filling material.
- 3. Major Services**
- a. Prosthodontic Services**  
Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, partial dentures, and complete dentures).
  - b. Relines and Repairs**  
Relines and repairs to partial and complete dentures, and repairs to bridges.
- 4. Orthodontic Services**  
Services, treatment, and procedures to correct malposed teeth (for example, braces).

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## ***Section V. Exclusions and Limitations***

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- A. Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Declarations Section, and all charges for the following services or supplies will be the responsibility of the Eligible Person:**
1. Services or supplies for the treatment of an occupational injury or sickness which are paid under the North Carolina Worker's Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.
  2. Benefits or 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 Social Security Act; that is, Medicaid.
  3. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations, except that when a child covered from the moment of birth or placement in the adoptive home requires dental care associated with congenital defects and anomalies, congenital defects will be covered to the same extent an otherwise Covered Service is provided by this Contract.
  4. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental, except that when a child covered from the moment of birth or placement in the adoptive home requires dental care associated with congenital defects and anomalies, congenital defects will be covered to the same extent an otherwise Covered Service is provided by this Contract
  5. Services 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), premedications, medicaments/solutions, and relative analgesia.
  7. General anesthesia and/or 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. Specialized techniques, as determined by Delta Dental.
13. Services or supplies, as determined by Delta Dental, which are not rendered 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 as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
18. Services or supplies that are covered under a hospital, surgical/medical, or prescription drug program.
19. Services or supplies that are not within the categories of benefits that have been selected and that are not covered in the Plan.
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 that when a child covered from the moment of birth or placement in the adoptive home requires dental care associated with congenital defects and anomalies, congenital defects will be covered to the same extent an otherwise Covered Service is provided by this Contract.
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 Plan.
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/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. Specialized implant surgical techniques, including a radiographic/surgical implant index.
39. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
40. Diagnostic photographs, diagnostic casts (study models), and cephalometric films, unless done for orthodontics.
41. Myofunctional therapy.
42. Mounted case analyses.

**B. Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists for the following services will be the responsibility of the Eligible Person:**

1. The completion of forms or submission of claims.
2. Consultations, when performed in conjunction with examinations/evaluations.
3. Local anesthesia.
4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
5. Infection control.
6. Temporary 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/or 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 before conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
15. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
16. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
17. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.

18. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
19. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
20. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
21. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.

**C. The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Declarations Section. All charges for services or supplies that exceed these limitations will be the responsibility of the Eligible Person. All time limitations are measured from the last date of service in any Delta Dental plan or, at the request of the Contractor, any dental plan:**

1. Bitewing X-rays are payable once per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. A panoramic X-ray (including bitewings) is considered a full mouth X-ray.
2. Any combination of prophylaxes (teeth cleanings) and periodontal maintenance procedures are payable twice per calendar year.
3. Oral examinations/evaluations are only payable twice per calendar year, regardless of the Dentist's specialty.
4. Preventive fluoride treatments are payable twice per calendar year for people under age 19.
5. Space maintainers are payable for people under age 14.
6. 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.
7. 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.
8. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) and/or fracture.
9. Individual crowns over implants are payable at the prosthodontic benefit level.
10. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.
11. An occlusal guard is payable once in a lifetime.
12. 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.
13. 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 cast 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.

14. Orthodontic Services limitations:
  - a. Orthodontic benefits are payable for people under age 19.
  - b. If the treatment plan is terminated before completion of the case for any reason, Delta Dental's obligation for payment of benefits ends on the last day of the month in which the patient was last treated.
  - c. The Dentist may terminate treatment, with written notification to Delta Dental and to the patient, for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment of benefits ends on the last day of the month in which the patient was last treated.
  - d. An observation and adjustment is a benefit twice in a 12-month period.
15. 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 it 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.
16. 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.
17. 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.
18. Optional treatment: If a more expensive service is selected than is customarily provided, Delta Dental will make an allowance based on the fee for the customarily provided service. The Subscriber is responsible for the difference in cost.

Listed below are some examples of optional services. The Subscriber is responsible for the difference in cost for any optional treatment.

  - a. Overdentures – the Plan will pay only the applicable amount that it would pay for a conventional denture.
  - b. Inlays, regardless of the material used – the Plan will pay only the applicable amount that it would pay for an amalgam or composite resin restoration.
  - c. All-porcelain/ceramic bridges – the Plan will pay only the applicable amount that it would pay for a conventional fixed bridge.
  - d. Implant/abutment supported complete or partial dentures – the Plan will pay only the applicable amount that it would pay for a conventional denture.
19. Maximum Payment:
  - a. The maximum benefit payable in any one Benefit Year or lifetime will be limited to the Maximum Payment specified in the Declarations Section.
  - b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime Maximum Payment specified in the Declarations Section.
20. If a Plan Deductible amount is specified in the Declarations Section, Delta Dental will not be obligated to pay for any services or supplies, in whole or in part, to which the Deductible applies until the Plan Deductible amount is met.
21. Processing Policies may limit Delta Dental's payment for dental services or supplies.

**D. Delta Dental will make no payment for services or supplies that exceed the following limitations. Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists that exceed these limitations will be the responsibility of the Eligible Person:**

1. Amalgam and composite resin restorations by the same Dentist or dental office 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 by the same Dentist or dental office 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 by the same Dentist or dental office is payable once in any two-year period.
6. Periodontal surgery by the same Dentist or dental office 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 not payable more than 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 rendered in accordance with generally accepted standards of dental practice.
11. Processing Policies may limit Delta Dental's payment for dental services or supplies.

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***Section VI. Agreements***

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**A. Delta Dental Agrees:**

1. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to people covered by this Contract. Delta Dental is not required to provide a dental appointment to an Eligible Person.
2. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.
3. To make payments for Covered Services provided to Eligible Persons in the following manner:
  - a. If the Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee. Delta Dental will send payment directly to Participating Dentists and the Eligible Person will be responsible for any applicable Copayments or Deductibles. Unless prohibited by state law, the Eligible Person will be responsible for the Maximum Approved Fee for most commonly-performed non-covered services. For other non-covered services, the Eligible Person will be responsible for the Dentist's Submitted Amount.
  - b. If the Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the lesser of the

Submitted Amount or the Nonparticipating Dentist Fee. Delta Dental will usually send payment to the Subscriber, who is responsible for making full payment to the Nonparticipating Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

- c. If the Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the Out-of-Country Dentist Fee. Delta Dental will send payment to the Subscriber, who is responsible for making full payment to the Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.
6. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to non-standard reports on a time and materials basis.

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## ***Section VII. Miscellaneous Provisions***

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- A. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services under this Contract.
- B. All Dentists and Eligible Persons, by performing or receiving services under this Contract, are bound by all its terms.
- C. Delta Dental will make no payment for dental services if a claim for those services has not been received by Delta Dental within one year following the date the dental services 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.
- D. **Dispute Resolution.** Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or an Eligible Person in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of disputes made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), the procedures established for determining the Benefits to which an Eligible Person is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the certificate that is to be distributed to Eligible Persons and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Eligible Person; provided, however, that the Eligible Person may exercise his or her legal rights after this determination as described in the Disputed Claims Procedure.
- E. Delta Dental may from time to time provide additional services or benefits by rider or other notice. Delta Dental may withdraw those services or benefits at any time after giving notice.
- F. Any notice required or permitted to be given by Delta Dental will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the Contractor, a Dentist, or a Subscriber at the last address of record. This notice will be considered given when personally delivered or mailed.
- G. While an Eligible Person is covered by Delta Dental, that person agrees to provide Delta Dental with any information it needs to process the claims and administer the Benefits. This includes allowing Delta Dental to have access to his or her dental records.

- H. Right of Recovery Due to Fraud.** If Delta Dental pays for dental 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 the acts of the Contractor, Subscriber, and/or Eligible Dependent, it may recover that payment from the Contractor, Subscriber, and/or Eligible Dependent. Contractor, Subscriber, and/or Eligible Dependent authorizes Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the Contractor, Subscriber, and/or Eligible Dependent. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- I.** Services and/or benefit payments to Eligible Persons are for the personal benefit of those people and cannot be transferred or assigned; provided, however, that Delta Dental may pay Participating Dentists directly on behalf of Eligible Persons.
- J.** This Contract will be governed by and interpreted under the laws of the state of North Carolina.
- K.** From time to time, Delta Dental may offer or provide Eligible Persons certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Eligible Persons. Though Delta Dental may make the arrangements, the third party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Eligible Persons. Further, Delta Dental shall not be liable to Eligible Persons for negligent provision of the goods and services by third party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.
- L. Legally Mandated Benefits.** If any applicable law requires broader coverage or more favorable treatment for the Subscriber or an Eligible Dependent than is provided by this Contract, that law shall control over the language of this Contract.
- M. Right of Recovery Due to Overpayment.** If Delta Dental determines that it has, for any reason, paid a Dentist more for dental services than is provided for under this Contract (the "Overpayment Amount"), Delta Dental has the right to recover the Overpayment Amount from the Dentist to which the Overpayment Amount was made. Delta Dental will provide the Dentist with notice of the Overpayment Amount, and the basis on which Delta Dental believes that the payment made was in excess of the amount properly due under the Contract, and will request that the Overpayment Amount be returned to Delta Dental. Should the Dentist return the Overpayment Amount, Delta Dental's right of recovery will have been satisfied. Should the Dentist fail to return the requested Overpayment Amount, within 30 days of the notice, Delta Dental reserves the right to offset the Overpayment Amount from any future payments due that Dentist for dental services insured by Delta Dental. Where Overpayment Amounts are recovered by means of an offset, the Overpayment and Offset Amounts will be properly credited to, or debited from, the affected Dental Plan(s) so that all involved Dental Plans will have been administered according to their terms and will have paid only the amount that is properly payable for the dental services provided. The recovery of overpayments or offsetting of future payments shall be made within the two years after the date of the original claim payment unless the insurer has reasonable belief of fraud or other intentional misconduct. The recovery of underpayments or nonpayments shall be made within the two years after the date of the original claim adjudication
- N.** All of the Benefits under this Contract are subject to a coordination of benefits provision, if applicable, that is designed to provide maximum coverage, but not to exceed 100 percent of the fee for a given treatment.

**1. Applicability**

- a.** This Coordination of Benefits (COB) provision applies to this Plan when a person has health care coverage under more than one plan.
- b.** If this COB provision applies, the Order of Benefit Determination Rules below determine whether the benefits of this Plan are determined before or after another plan. This Plan's benefits:

- (1) Will not be reduced when this Plan determines its benefits before another plan; but
- (2) May be reduced when another plan determines its benefits first. This reduction is described in Effect on the Benefits of This Plan.

## 2. Definitions

- a. A plan is any of the following that provides benefits or services for, or because of, medical or dental care or treatment:
  - (1) Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice, or individual practice coverage. It does not include school accident-type coverage, blanket, franchise individual, automobile or homeowner coverage.
  - (2) Coverage under a governmental plan or required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program.

Each Contract or other arrangement for coverage under (1) or (2) is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.

- b. This Plan, for purposes of this Section VIII, means the dental coverage established for Eligible Persons pursuant to this Contract.
- c. The Order of Benefit Determination Rules state whether this Plan is a Primary Plan or a Secondary Plan when a person is covered by more than one plan.

When this Plan is a Primary Plan, its benefits are determined before the other plan and without considering those benefits.

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

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

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

When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an allowable expense and a benefit paid.

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

## 3. Order of Benefit Determination Rules

- a. This Plan is a Secondary Plan whose benefits are determined after those of other plans, unless:
  - (1) The other plan has rules coordinating its benefits with this Plan's benefits; and
  - (2) Both those rules and this Plan's rules, in subsection b. below, require that this Plan's benefits be determined before the other plan's benefits.

**b.** This Plan determines its order of benefits using the first of the following rules that applies:

- (1)** The benefits of the plan that covers a person as an employee or Subscriber (that is, as other than as a dependent) are determined before the benefits of the plan that covers the person as a dependent. However, this rule does not apply if the person is also a Medicare beneficiary and, as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
  - (a)** Secondary to the plan covering him or her as a dependent; and
  - (b)** Primary to the plan covering him or her as other than a dependent (for example, a retired employee).
- (2)** Except as stated in Paragraph b.(3) below, when this Plan and another plan cover a dependent child of parents who are not separated or divorced:
  - (a)** The benefits of the plan of the parent whose birthday falls earlier in the year are determined before those of the plan of the parent whose birthday falls later in the year; but
  - (b)** If both parents have the same birthday, the benefits of the plan that covered the parents longer are determined before those of the plan that covered them for a shorter period of time.

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

- (3)** If more than one plan covers a dependent child of separated or divorced parents, benefits for the child are determined in this order:
  - (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)** Then, the plan of the parent without custody of the child; and
  - (d)** Then, the plan of the spouse of the parent without custody of the child.

If the other plan does not have this subsection, and if, as a result, the plans do not agree on the order of benefits, this subsection will be ignored.

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

If the specific terms of a court decree state that the parents will share custody, without stating that one of the parents is responsible for the child's health care expenses, the plans covering the child will be subject to the order of benefit determination contained in subdivision b.(2) of this section.

- (4)** The benefits of a plan that covers a person as an employee who is neither laid off nor retired (or as his or her dependent) are determined before those of a plan that covers that person as a laid-off or retired employee (or as his or her dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (4) is ignored.

- (5) If a person is covered under another plan that is provided under a right of continuation pursuant to federal law (that is, COBRA) or state law, the benefits of the plan covering him or her as an employee or a Subscriber (or as his or her dependent) will be determined before the benefits under the continuation coverage. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this paragraph will be ignored.
- (6) If none of the above rules determines the order of benefits, the benefits of the plan that covered an employee or a Subscriber longer are determined before the benefits of the plan that covered him or her for the shorter term.

#### 4. Effect on the Benefits of This Plan

- a. This section 4 applies when, in accordance with Section 3, "Order of Benefit Determination Rules," this Plan is a Secondary Plan as to another plan. In that event, this Plan's benefits may be reduced under this section.
- b. This Plan's benefits will be reduced when the sum of:
  - (1) The benefits that would be payable for the Allowable Expenses under this Plan, in the absence of this COB provision; and
  - (2) The benefits that would be payable for the Allowable Expenses under the other plans, in the absence of similar provisions, whether or not claim is made, exceeds those Allowable Expenses. In that case, this Plan's benefits will be reduced so that they and the benefits payable under the other plans do not total more than those Allowable Expenses.

When this Plan's benefits are reduced as described above, it is then charged against any applicable benefit limit of This Plan.

#### 5. Right to Receive and Release Needed Information

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

#### 6. Facility of Payment

A payment made under another plan may include an amount that should have been paid under this Plan. If it does, Delta Dental may pay that amount to the organization that made the payment. That amount will be treated as though it were a benefit paid under this Plan, and Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

#### 7. Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from the people it has paid or for whom it has paid. The amount of the payments made includes the reasonable cash value of any benefits provided in the form of services.

The recovery of overpayments or offsetting of future payments shall be made within the two years after the date of the original claim payment unless the insurer has reasonable belief of fraud or other intentional misconduct. The recovery of underpayments or nonpayments shall be made within the two years after the date of the original claim adjudication.