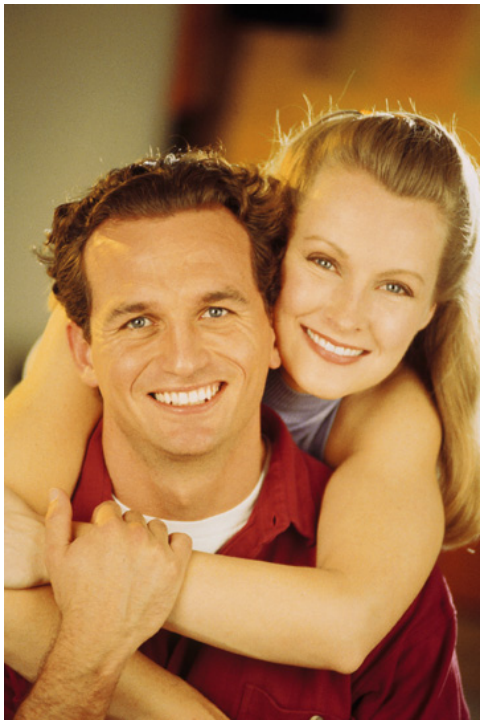
DELTA DENTAL®

Delta Dental PPO℠

Our national point-of-service program



Welcome!

Your dental program is administered by Delta Dental Plan of Indiana, Inc., an Indiana nonprofit limited service health maintenance organization doing business as Delta Dental of Indiana. Delta Dental of Indiana is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at (800) 524-0149 or access our website at www.DeltaDentalIN.com.

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

We look forward to serving you!

State of Indiana

Delta Dental of Michigan, Ohio, Indiana QUALITY ISO 9001 CERTIFICATION

TABLE OF CONTENTS

Summary of Dental Plan Benefits....2

I. Delta Dental PPO Certificate....4

II. Definitions....4

III. Selecting a Dentist....7

IV. Accessing Your Benefits....7

V. How Payment is Made....8

VI. Benefit Categories....9

VII. Exclusions and Limitations....10

VIII. Coordination of Benefits....14

IX. Claims Appeal Procedure....16

X. Termination of Coverage....17

XI. Continuation of Coverage....18

XII. General Conditions....18

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

Delta Dental PPO Point-of-Service
Summary of Dental Plan Benefits
STATE OF INDIANA
Group #9840

This Summary of Dental Plan Benefits and Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. In the event that you seek treatment from a dentist that does not participate in any of Delta Dental`s programs, you may be responsible for more than the percentage indicated below.

Control Plan - Delta Dental of Indiana
Benefit Year - January 1 through December 31

	PPO Dentist		Premier Dentist		Nonparticipating Dentist	
Covered Services -	Plan Pays	You Pay	Plan Pays	You Pay	Plan Pays	You Pay
Diagnostic & Preventive						
Diagnostic and Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments).	100%	0%	100%	0%	90%	10%
Emergency Palliative Treatment - Used to temporarily relieve pain.	100%	0%	100%	0%	90%	10%
Radiographs - X-rays	100%	0%	100%	0%	90%	10%
Sealants - Used to prevent decay of pits and fissures of permanent back teeth. Limited to first molars under age 9, and second molars under age 14.	100%	0%	100%	0%	90%	10%
Basic Services						
Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care.	80%	20%	80%	20%	70%	30%
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals).	80%	20%	80%	20%	70%	30%
Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth.	80%	20%	80%	20%	70%	30%
Minor Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings).	80%	20%	80%	20%	70%	30%
Relines and Repairs - Relines and repairs to bridges and dentures.	80%	20%	80%	20%	70%	30%
Single Crowns & Cores - Used when teeth can`t be restored with another filling material.	80%	20%	80%	20%	70%	30%
Major Services						
Prosthodontic Services - Used to replace missing natural teeth (for example, bridges and dentures).	60%	40%	60%	40%	50%	50%
Other Major Restorative Services (Inlays & Onlays) - Used when teeth can`t be restored with another filling material.	60%	40%	60%	40%	50%	50%
Orthodontic Services						
Orthodontic Services (no age limit) - Used to correct malposed teeth (for example, braces).	60%	40%	60%	40%	50%	50%

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

Maximum Payment - $1,000 per person total per Benefit Year on Diagnostic & Preventive, Basic, and Major Services. Delta Dental's payment for Orthodontic Services will not exceed a lifetime maximum of $1,125 per eligible person.

Deductible - $50 deductible per person total per Benefit Year limited to a maximum deductible of $150 per family per Benefit Year on Basic and Major Services. The deductible does not apply to Diagnostic & Preventive or Orthodontic Services.

Any expenses incurred by an eligible person for covered services during the last three months of a Benefit Year that are applied to the deductible for that Benefit Year will also be applied to the deductible for the following Benefit Year.

Waiting Period - Employees who are eligible for dental benefits can be covered on the fourth day following the first payroll deduction, and those on the monthly billing will be eligible the first of the month following the first contribution.

Eligible People - All eligible individuals who meet the guidelines as indicated by the State of Indiana, all full-time active and elected or appointed officers and officials of the State of Indiana, benefit eligible early retirees, and all individuals who are eligible for and elect continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, if applicable.

Also eligible are your legal spouse and your children to the end of the month of their 26th birthday.

I. Delta Dental PPO Certificate

Delta Dental Plan of Indiana, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Subscriber. The Certificate is an easy-to-read summary of your dental benefits Plan. It reflects and is subject to the agreement between Delta Dental and your employer or organization.

The benefits provided under the Plan may change if any state or federal laws change.

Delta Dental agrees to provide dental benefits as described in this Certificate.

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

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

Laura L. Czelada, CPA
President and CEO
Delta Dental Plan of Indiana, Inc.

II. Definitions

Adverse Benefit Determination

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

Benefit Year

The calendar year, unless your employer or organization elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.)

Benefits

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

Certificate

This document. Delta Dental will provide dental benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Plan.

Children or Child

Any children, step-children, foster children, legally adopted children of the employee or spouse, or children who reside in the employee's home for whom the employee or spouse has been appointed legal guardian or awarded legal custody by a court, under the age of 26. Such child shall remain a "dependent" until the end of the month of the child's twenty-sixth (26th) birthday. In the event a child who is defined as a "dependent", prior to age 19, is both: (i) incapable of self-sustaining employment by reason of mental or physical disability, and (ii) is chiefly dependent upon the employee for support and maintenance; such child's coverage shall continue if satisfactory evidence of such disability and dependency is received within 120 days after the maximum age is attained. Coverage for the "Dependent" will continue until the employee discontinues his coverage or the disability no longer exists. A Dependent child of the employee who attained age 19 while covered under another Health Care policy and met the disability criteria specified above, is an eligible Dependent for enrollment so long as no break in Coverage longer than sixty-three (63) days has occurred immediately prior to enrollment. Proof of disability and prior coverage will be required. The Plan requires annual documentation from a physician after the child's attainment of limiting age.

Completion Dates

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

- For dentures and partial dentures, on the delivery dates;
- For crowns and bridgework, on the cementation dates;
- For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Concurrent Care Claims

Claims for benefits where an ongoing course of treatment has been agreed to by Delta Dental and/or the administrator of your Plan and the coverage for that treatment is reduced or terminated before the treatment has been completed. A Concurrent Care Claim may also arise if you ask the Plan to extend coverage beyond the time period or number of treatments previously agreed to.

Control Plan (Delta Dental)

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

Copayment

As provided by your Plan, the percentage of the charge, if any, that you will have to pay for Covered Services.

Covered Services

The unique benefits selected in your Plan. The Summary of Dental Plan Benefits provided with this Certificate lists the Covered Services provided by your Plan.

Deductible

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

Delta Dental

Means Delta Dental Plan of Indiana, Inc., a limited service health maintenance organization providing dental benefits.

Delta Dental Plan

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

Delta Dental PPO (Point-of-Service)

Delta Dental's national preferred provider organization program that can reduce your out-of-pocket expenses if you receive care from one of Delta Dental's PPO Dentists. This program has back-up coverage through Delta Dental Premier when treatment is received from a non-PPO Dentist.

Delta Dental Premier

Delta Dental's national fee-for-service dental benefits program that covers you when you go to a non-PPO Dentist.

Dentist

A person licensed to practice dentistry in the state or country in which dental services are rendered.

- **Delta Dental PPO Dentist (PPO Dentist)** or Participating Dentist – 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 fee determination as payment in full for Covered Services.
- **Delta Dental Premier Dentist (Premier Dentist)** or Participating Dentist – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier. Delta Dental Premier Dentists agree to accept Delta Dental's fee determination as payment in full for Covered Services.

  Wherever a term of this Certificate differs from your state Delta Dental and its agreement with a Participating Dentist, the agreement in that state with that Dentist will be controlling.
- **Nonparticipating Dentist** – a Dentist who has not signed an agreement with Delta Dental to participate in Delta Dental PPO or Delta Dental Premier.
- **Out-of-Country Dentist** – 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.

PPO Dentist Schedule

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

Eligible Dependent(s)

Eligible Dependents are:

- Your legal spouse; and
- Children as defined in this Certificate.

Eligible Person(s)

Any Subscriber or Eligible Dependent with coverage under This Plan.

Maximum Approved Fee

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

- The Submitted Amount.
- The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service, irrespective of Dentist's contractual agreement with another dental benefits organization.
- The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances.

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 the Covered Service. In all cases, Delta Dental will make the final determination about what is the Maximum Approved Fee for the Covered Services.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any policy year or lifetime for covered dental services. (See the Summary of Dental Plan Benefits.)

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist.

Open Enrollment Period

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

Out-of-Country Dentist Fee

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

Plan

The arrangement for the provision of dental benefits to eligible people established by the policy between Delta Dental and your employer or organization.

Post-Service Claims

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

Predetermination (Pre-Service Claim)

An estimate of the costs of Covered Services to be provided. A dentist may submit his or her treatment plan to Delta Dental before providing services. Delta Dental reviews the treatment plan and advises you and your Dentist of what services are covered by your Plan and what Delta Dental's payments may be. Delta Dental's payment for predetermined services depends on continued eligibility and the annual or lifetime Maximum Payments available under your Plan. You are not required to seek a Predetermination. You will receive the same benefits under your Plan whether or not a Predetermination is requested. Predetermination is merely a convenience so that you will know before the dental service is provided how much, if any, of the cost of that service is not covered under your Plan. Since you may be responsible for any cost not covered under your Plan, this is likely to be useful information for you when deciding whether to incur those costs.

Processing Policies

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

Submitted Amount or Submitted Fee

The fee a Dentist bills to Delta Dental for a specific treatment.

Subscriber

You, when your employer or organization notifies Delta Dental that you are eligible to receive dental benefits under your employer's or organization's Plan.

Summary of Dental Plan Benefits

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

Urgent Care Claims

Those potentially life-threatening claims as defined in the U.S. Department of Labor Regulations at 29 CFR 2560.503-1(M)(1)(I). Any such claims that may arise under this dental coverage are not considered to be Pre-Service Claims and are not subject to any Predetermination requirements.

III. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental PPO Dentist. PPO Dentists agree to accept payment according to the PPO Dentist Schedule, and, in most cases, this results in a reduction of their fees. Delta Dental may also pay a higher percentage for Covered Services if you go to a PPO Dentist. If the Dentist you select is not a PPO Dentist, you will still be covered. Your coverage levels may be slightly lower, but you can still save money. In this case, there are two options:

- If you go to a non-PPO Dentist who participates in Delta Dental Premier, the fee reduction is not the same as with the PPO Dentists. However, Premier Dentists agree to accept Delta Dental's Maximum Approved Fee as payment in full for Covered Services.
- If you choose a Dentist who does not participate in either program, you will be responsible for any difference between Delta Dental's allowed fee and the Dentist's Submitted Fee, in addition to any Copayment.

A list of Participating Dentists will be provided. Although this list is accurate as of the date printed on it, it changes frequently. To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.deltadentalin.com or call (800) 524-0149.

IV. Accessing Your Benefits

To use your Plan, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with the benefits, payment mechanisms, and provisions of your Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits coverage with Delta Dental. If your Dentist is not familiar with your Plan or has questions about the Plan, have him or her contact Delta Dental by (a) writing Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, or (b) calling the toll-free number, (800) 524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
   a. The Subscriber's full name and address;

b. The Subscriber's member ID number;

c. The name and date of birth of the person receiving dental care;

d. The group's name and number.

Claims and completed information requests should be mailed to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Delta Dental recommends Predetermination before your Dentist provides any services where the total charges will exceed $200. Predetermination is not a prerequisite to payment, but it allows claims to be processed more efficiently and allows you to know what services will be covered before your Dentist provides them. You and your Dentist should review your Predetermination Notice before treatment. Once treatment is complete, the dental office will enter the dates of service on the Predetermination Notice and submit it to Delta Dental for payment.

Because the amount of your benefits is not conditioned on a Predetermination decision by Delta Dental, all claims under this Plan are Post-Service Claims. Once a claim is filed, Delta Dental will decide it within 30 days of receiving it.

All claims for benefits must be filed with Delta Dental within 12 months of the date the services were completed. If there is not enough information to decide your claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the claim, and (d) inform you or your Dentist that the information must be received within 45 days or your claim will be denied. You will receive a copy of any notice that is sent to your Dentist. Once Delta Dental receives the requested information, it will have 15 days to decide your claim. If you or your Dentist fail to supply the requested information, Delta Dental will have no choice but to deny your claim. Once Delta Dental decides your claim, it will notify you within five days.

If you have been approved for a course of treatment and that course of treatment is reduced or terminated before it has been completed, or if you wish to extend the course of treatment beyond what was agreed upon, you may file a Concurrent Care Claim seeking to restore the remainder of the treatment regimen or extend the course of treatment. All Concurrent Care Claims will be decided in sufficient time so that, if your claim is denied (in whole or in part), you can seek a review of that decision before the course of treatment is scheduled to terminate.

You may also appoint an authorized representative to deal with the Plan on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Human Resources department, call Delta Dental's Customer Service department, toll-free, at (800) 524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to fill out designating the person you wish to appoint as your representative. While in some circumstances your Dentist may be treated as your authorized representative, generally only the person you have authorized on the last dated form filed with Delta Dental will be recognized. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate with you directly.

Questions regarding your plan or coverage should be directed to your Human Resources department, or you can call Delta Dental's Customer Service department, toll-free, at (800) 524-0149**.** You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the group's name and number, the Subscriber's member ID number, and your daytime telephone number.

V. How Payment is Made

1. If the Dentist is a PPO Dentist and a Premier Dentist, Delta Dental will base payment on the lesser of:

   a. The Submitted Amount;

   b. The PPO Dentist Schedule; or

   c. The Maximum Approved Fee.

   Delta Dental will send payment to the PPO Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the PPO Dentist Schedule or the Maximum Approved Fee for Covered Services. The Subscriber will be

responsible for the Dentist's Submitted Amount for any noncovered services.

2. If the Dentist is a PPO Dentist but is not a Premier Dentist, Delta Dental will base payment on the lesser of:

   a. The Submitted Amount; or

   b. The PPO Dentist Schedule.

   Delta Dental will send payment to the PPO Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the PPO Dentist Schedule for Covered Services. The Subscriber will be responsible for the Dentist's Submitted Amount for any noncovered services.

3. If the Dentist is not a PPO Dentist but is a Premier Dentist, Delta Dental will base payment on the lesser of:

   a. The Submitted Amount; or

   b. The Maximum Approved Fee.

   Delta Dental will send payment directly to the Premier Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the Maximum Approved Fee for Covered Services.

   The Subscriber will be responsible for the Dentist's Submitted Amount for any noncovered services.

4. If the Dentist does not participate in Delta Dental PPO or Delta Dental Premier, Delta Dental will base payment on the lesser of:

   a. The Submitted Amount; or

   b. The Nonparticipating Dentist Fee.

   Delta Dental will usually send payment to the Subscriber, who will be responsible for making payment to the Dentist. The Subscriber will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

5. For dental services rendered by an Out-of-Country Dentist, Delta Dental will base payment on the lesser of:

   a. The Submitted Amount; or

   b. The Out-of-Country Dentist Fee.

   Delta Dental will usually send payment to the Subscriber, who will be responsible for making payment to the Dentist. The Subscriber will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

VI. Benefit Categories

Important

Eligible people are entitled to ONLY those benefits listed in the Summary of Dental Plan Benefits. The following is a description of various dental benefits that can be selected for a dental program. Please be certain to review the Exclusions and Limitations section regarding the benefit information listed below.

Diagnostic and Preventive Services

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 (cleanings), and fluoride treatments.

Radiographs

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

Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain.

Sealants

Used to prevent decay of pits and fissures of permanent posterior (back) teeth.

Space Maintainers

Used to prevent tooth movement.

Basic Services

Oral Surgery Services

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

Endodontic Services

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

Periodontic Services

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

Relines and Repairs

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

Restorative Services

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

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

Major Services

Prosthodontic Services

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

Other Major Restorative Services

Other major restorative services, such as inlays and onlays, used when teeth cannot be restored with another filling material.

Orthodontic Services

Services, treatment, and procedures to correct malposed teeth (e.g. braces).

VII. Exclusions and Limitations

Exclusions

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

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Benefits or services that are available 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.

2. Services, as determined by Delta Dental, for correction of congenital or developmental malformations, cosmetic surgery, or dentistry for aesthetic reasons.
3. Services or appliances started before a person became eligible under this Plan. This exclusion does not apply to orthodontic treatment in progress.
4. Prescription drugs (except intramuscular injectable antibiotics), premedications, medicaments/solutions, and relative analgesia.
5. General anesthesia and/or intravenous sedation for restorative dentistry or for surgical procedures, unless medically necessary.
6. Charges for hospitalization, laboratory tests, and histopathological examinations.

7. Charges for failure to keep a scheduled visit with the Dentist.

8. Services, as determined by Delta Dental, for which no valid dental need can be demonstrated, that are specialized techniques, or that are investigational in nature as determined by the standards of generally accepted dental practice.

9. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the scope of his or her license.

10. Those benefits excluded by the policies and procedures of Delta Dental, including the Processing Policies.

11. 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.

12. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.

13. Services that are covered under a hospital, surgical/medical, or prescription drug program.

14. Services that are not within the benefit categories that have been selected, and that are not in the contract.

15. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.

16. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).

17. Space maintainers for maintaining space due to premature loss of anterior primary teeth.

18. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.

19. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.

20. Veneers.

21. Prefabricated crowns used as final restorations on permanent teeth.

22. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, or erosion; or for periodontal splinting. This exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Plan.

23. Paste-type root canal fillings on permanent teeth.

24. Replacement, repair, relines, or adjustments of occlusal guards.

25. Chemical curettage.

26. Services associated with overdentures.

27. Metal bases on removable prostheses.

28. The replacement of teeth beyond the normal complement of teeth.

29. Personalization/characterization of any service or appliance.

30. Temporary appliances.

31. Posterior bridges in conjunction with partial dentures in the same arch.

32. Precision attachments.

33. Specialized implant surgical techniques.

34. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).

35. Diagnostic photographs and cephalometric films, unless done for orthodontics.

36. Myofunctional therapy.

37. Mounted case analyses.

Delta Dental will make no payment for the following services, unless otherwise specified in the Summary of Dental Plan Benefits. Participating Dentists cannot charge eligible people for these services. All charges from Nonparticipating Dentists for the following services will be the responsibility of the Subscriber:

38. The completion of claim forms.

39. Consultations, when performed in conjunction with examinations/evaluations or diagnostic procedures.

40. Local anesthesia.

41. Acid etching, cement bases, cavity liners, and bases or temporary fillings.

42. Infection control.

43. Temporary crowns.

44. Gingivectomy as an aid to the placement of a restoration.

45. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.

46. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.

47. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.

48. Post-operative X-rays, when done following any completed service or procedure.

49. Periodontal charting.

50. Pins and/or preformed posts, when done with core buildups for crowns, onlays, or inlays.

51. 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.

52. A pulpotomy on a permanent tooth, except on a tooth with an open apex.

53. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.

54. Retreatment of a root canal by the same Dentist or dental office within 24 months of the original root canal treatment.

55. A prophylaxis or subgingival curettage, when done on the same day as root planing.

56. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.

57. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.

58. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.

Limitations

The benefits for the following services are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services that exceed these limitations will be the responsibility of the Subscriber. All time limitations are measured from the last date of service in any Delta Dental record or, at the request of your group, any dental plan record:

1. Bitewing X-rays are payable once per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period. A panographic X-ray (including bitewings) is considered a full mouth X-ray.

2. Prophylaxes, including periodontal prophylaxes, and routine oral examinations/evaluations are payable twice per calendar year. People with certain high-risk medical conditions (diabetics with periodontal disease, pregnant women with periodontal disease, individuals with renal failure or who are receiving dialysis treatments, individuals with suppressed immune systems, head and neck radiation patients, and individuals at risk for infective endocarditis) may be eligible for additional prophylaxes or fluoride treatment. You should talk with your dentist about treatment.

3. Preventive fluoride treatments are payable once per calendar year for Children under age 14.

4. Sealants are payable only for the occlusal surface of the first permanent molar for people under age 9, and the second permanent molar for people under age 14. The surface must be free from decay and restorations. Sealants are payable once per tooth per lifetime.

5. Space maintainers are payable for people under age 19.

6. Cast restorations (including jackets, crowns, inlays and onlays) and associated procedures (such as core buildups and post substructures) on the same tooth are payable once in any seven-year period.

7. Crowns, inlays or onlays are payable only for extensive loss of tooth structure due to caries and/or fracture.

8. Individual crowns over implants are payable at the prosthodontic benefit level.

9. Porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.

10. An occlusal guard is a benefit once in a lifetime.

11. An interim partial denture is a benefit only for the replacement of permanent anterior teeth during the healing period or for people under age 17 for missing permanent anterior teeth.

12. Prosthodontic Services limitations:

    a. One complete upper and one complete lower denture are benefits once in any seven-year period for any person.

    b. A removable partial denture, implant, or fixed bridge for any person can be covered once in any seven-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 limited to once in any three-year period per appliance.

13. Orthodontic Services limitations:

    a. If the treatment plan is terminated before completion of the case for any reason, Delta Dental's obligation will cease with payment to the date of termination.

    b. 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.

    c. An observation and adjustment is a benefit twice in a 12-month period.

14. Delta Dental's obligation for payment of benefits ends on the last day of the month in which coverage is terminated. However, Delta Dental will make payment for Covered Services provided on or before the termination date, as long as it receives a claim for those services within one year of the date of service.

15. 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.

16. 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.

17. Optional treatment: If you select a more expensive service than is customarily provided or for which Delta Dental does not determine a valid dental need is shown, Delta Dental can make an allowance based on the fee for the customarily provided service.

    For example, if a tooth can be satisfactorily restored with an amalgam (silver) restoration and you choose to have the tooth restored with a more costly material, the Plan will pay only the amount that it would have paid to restore the tooth with amalgam. You are responsible for the difference in cost.

    Listed below are some other examples of common optional services. Remember, you are responsible for the difference in cost for any optional treatment.

    a. Porcelain fused to metal and porcelain crowns on posterior teeth – the Plan will pay only the applicable amount that it would have paid for a full metal crown.

    b. Overdentures – the Plan will pay only the applicable amount that it would have paid for a conventional denture.

    c. Composite resin restorations on posterior teeth – the Plan will pay only the applicable amount that it would have paid for an amalgam restoration.

    d. Porcelain/ceramic onlay – the Plan will pay only the applicable amount that it would have paid for a metallic onlay.

    e. Porcelain/ceramic inlay – the Plan will pay only the applicable amount that it would have paid for a metallic inlay (depending on the tooth being restored).

    f. Soft relines – the Plan will pay only the applicable amount that it would have paid for a conventional reline.

    g. All-porcelain/ceramic bridges – the Plan will pay only the applicable amount that it would have paid for a conventional fixed bridge.

18. Maximum Payment:

    a. The maximum benefit payable in any one Benefit Year will be limited to the amount

specified in the Summary of Dental Plan Benefits.

b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime maximum per person specified in the Summary of Dental Plan Benefits.

19. Delta Dental will not be obligated to pay for, in whole or in part, any services to which the Deductible applies until the Plan Deductible amount is met.

20. Processing Policies may limit treatment.

Delta Dental will make no payment for services that exceed the following limitations, unless otherwise specified in the Summary of Dental Plan Benefits. Participating Dentists cannot charge eligible people for these services. All charges from Nonparticipating Dentists for services that exceed these limitations will be the responsibility of the Subscriber:

21. Amalgam and composite resin restorations by the same Dentist or dental office are payable once within a 24-month period, regardless of the number or combination of restorations placed on a surface.

22. Core buildups and other substructures are benefits only when needed to retain a crown on a tooth with excessive breakdown due to caries and/or fractures.

23. Recementation of a crown, onlay, inlay, space maintainer, or bridge by the same Dentist or dental office within six months of the seating date.

24. Retention pins are benefits once in a 24-month period. Only one substructure per tooth is a benefit.

25. Benefits for root planing by the same Dentist or dental office are payable once in any two-year period.

26. Periodontal surgery, including subgingival curettage, by the same Dentist or dental office is payable once in any three-year period.

27. A complete occlusal adjustment is a benefit once in a 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 a benefit more than three times in a five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.

28. Tissue conditioning is not a benefit more than twice per arch in 36 months.

29. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.

30. Processing Policies may limit treatment.

VIII. Coordination of Benefits

Coordination of Benefits (COB) applies to this Plan when you or your Eligible Dependents are covered under more than one Plan.

In that case, Indiana COB rules determine whether this Plan's benefits are determined before or after another plan's benefits. When this Plan is a Primary Plan, its benefits are determined before the other plan's benefits and without considering those benefits. When this Plan is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of those benefits.

When you are covered by 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.

Which Plan is Primary?

In general, this Plan is a Secondary Plan. Its benefits are determined after the other plan's benefits, unless:

1. The other plan has rules coordinating its benefits with this Plan's benefits; and

2. Those rules and this Plan's rules require that this Plan's benefits be determined first.

Delta Dental determines which plan is the Primary Plan by using the first of the following rules that applies:

1. The benefits of the plan that covers you as an employee or a Subscriber (that is, as other than a dependent) are determined before those of the plan that covers you as a dependent. This rule does not apply if you are 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 you as a dependent; and

   b. Primary to the plan covering you as other than a dependent (for example, as a retired employee).

2. Delta Dental uses the birthday rule when more than one plan covers a dependent child of parents who are not divorced or separated. Under this rule:

   a. The benefits of the plan of the parent whose birthday falls earlier in the year are determined before the benefits 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 the benefits of the plan that covered them for a shorter period of time.

   If the other plan does not use the birthday rule, but instead uses 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 determines the order of benefits.

3. When more than one plan covers a dependent child of divorced or separated parents, the child's benefits 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 rule, and if, as a result, the plans do not agree on the order of benefits, this rule is 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 is the Secondary Plan. This paragraph does not apply with respect to any Benefit Year during which any benefits are actually paid or provided before the entity has that actual knowledge.

   If the specific terms of the 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 are subject to the birthday rule.

4. The benefits of a plan that covers you as an employee who is neither laid off nor retired (or as your dependent) are determined before those of a plan that covers you as a laid-off or retired employee (or as your 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 is ignored.

5. If your coverage is provided under a right of continuation pursuant to federal law (COBRA) or state law and you are also covered under another plan, the benefits of the plan covering you as an employee or a Subscriber (or as your 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 rule is ignored.

6. If none of the above rules determines the order of benefits, the benefits of the plan that covered you longer are determined before those of the Plan that covered you for the shorter term.

How Delta Dental Pays as Primary Plan

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

How Delta Dental Pays as Secondary Plan

When Delta Dental is the Secondary Plan, it will pay for Covered Services based on the amount left after the Primary Plan has paid. It will not pay more than that amount, and it will not pay more than it would have paid as the Primary Plan. Delta Dental may, however, pay less than it would have paid as the Primary Plan. When Delta Dental's payments are reduced as described above, each payment is reduced in proportion. The payments are then charged against any applicable benefit limit.

Right to Receive and Release Needed Information

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

Facility of Payment

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

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

Right of Recovery

If Delta Dental pays more than it should have paid under this COB provision, it may recover the excess from one or more of:

1. The people it has paid or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

Payment includes the reasonable cash value of any benefits provided in the form of services.

IX. Claims Appeal Procedure

Delta Dental will notify you or your authorized representative if you receive an adverse benefit determination after your claim is filed. An adverse benefit determination is any denial, reduction, or termination of the benefit for which you filed a claim, or a failure to provide or to make payment (in whole or in part) of the benefit you sought. This includes any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational or was not medically necessary or appropriate. If Delta Dental informs you that the Plan will pay the benefit you sought but will not pay the total amount of medical expenses incurred, and you must make a Copayment to satisfy the balance, you may also treat that as an adverse benefit determination.

If you receive notice of an adverse benefit determination, and if you think that Delta Dental incorrectly denied all or part of your claim, you can take the following steps:

First, you or your Dentist should contact Delta Dental's Customer Service department at their toll-free number, (800) 524-0149, and ask them to check the claim to make sure it was processed correctly. You may also mail your inquiry to the Customer Service department at P.O. 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, your telephone number, the date, and any information you would like considered about your claim. This inquiry is not required, and it should not be considered a formal request for review of a denied claim. Delta Dental provides this opportunity for you to describe problems and submit information that might indicate that your claim was improperly denied and allow Delta Dental to correct this error quickly.

Claims Appeal Procedure

Whether or not you have asked Delta Dental informally, as described above, to recheck its initial determination, you can submit your claim to a formal review through the Claims Appeal Procedure described here. To request a formal appeal of your claim, you must send your request in writing to:

Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916

You must include your name and address, the Subscriber's member ID number, the reason you believe your claim was wrongly denied, and any other information you believe supports your claim. Indicate in your letter that you are requesting a formal appeal of your claim. You also have the right to review the Plan and any documents related to it. If you would like a record of your request and proof that it was received by Delta Dental, you should mail it certified mail, return receipt requested.

You or your authorized representative should seek a review as soon as possible, but you must file your appeal within 180 days of the date on which you receive your notice of the adverse benefit determination. If you are appealing an adverse determination of a Concurrent Care Claim, you will have to do so as soon as possible so that you may receive a decision on review before the course of treatment you are seeking to extend terminates.

The Dental Director or any other person(s) reviewing your claim will not be the same as, nor will they be subordinate to, the person(s) who initially decided your claim. The Dental Director will grant no deference to the prior decision about your claim. Instead, he will assess the information, including any additional information that you have provided, as if he were deciding the claim for the first time.

The Dental Director will make his decision within 30 days of receiving your request for the review of Pre-Service Claims and within 60 days for Post-Service Claims. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of any adverse determination by the Dental Director will (a) inform you of the specific reason(s) for the denial, (b) list the pertinent Plan provision(s) on which the denial is based, (c) contain a description of any additional information or material that is needed to decide the claim and an explanation of why such information is needed, (d) reference any internal rule, guideline, or protocol that was relied on in making the decision on review and inform you that a copy can be obtained upon request at no charge, (e) contain a statement that you are entitled to receive, upon request and at no cost, reasonable access to and copies of the documents, records, and other information relevant to the Dental Director's decision to deny your claim (in whole or in part), and (f) contain a statement that you may seek to have your claim paid by bringing a civil action in court if it is denied again on appeal.

If the Dental Director's adverse determination is based on an assessment of medical or dental judgment or necessity, the notice of his adverse determination will explain the scientific or clinical judgment on which the determination was based or include a statement that a copy of the basis for that judgment can be obtained upon request at no charge. If the Dental Director consulted medical or dental experts in the appropriate specialty, the notice will contain the name(s) of those expert(s).

If your claim is denied in whole or in part after you have completed this required Claims Appeal Procedure, or if Delta Dental fails to comply with any of the deadlines contained therein, you have the right to seek to have your claim paid by filing a civil action in court. However, you will not be able to do so unless you have completed the review described above. If you wish to file your claim in court, you must do so within one year of the date on which you receive notice of the final denial of your claim.

X. Termination of Coverage

Your Delta Dental coverage may be automatically terminated:

- When your employer or organization advises Delta Dental to terminate your coverage.
- On the first day of the month for which your employer or organization has failed to pay Delta Dental.
- For any other reason stated in the Plan.

Delta Dental will not continue eligibility for any person covered under this program beyond the eligibility termination date requested by your employer or organization. A person whose eligibility is terminated may not transfer to an individual direct payment contract with Delta Dental and 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.

XI. Continuation of Coverage

If your employer or organization is required to comply with provisions under COBRA and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and your coverage would otherwise end, you and/or your covered Eligible Dependents have the right under certain circumstances to continue coverage in the medical and dental plans sponsored by your employer or organization, at your expense, beyond the time coverage would normally end.

When is Plan Continuation Coverage Available?

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

1. Your employment ends for any reason other than your gross misconduct;
2. Your hours of work are reduced so that you are no longer a full-time employee;
3. You are divorced or legally separated;
4. You die;
5. Your Child is no longer eligible to be a covered Eligible Dependent (for example, because he or she turns 26);
6. You become enrolled in Medicare (if applicable); or
7. You are called to active duty in the armed forces of the United States.

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

XII. General Conditions

Change of Status

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

Assignment

Services and/or benefit payments to eligible people are for the personal benefit of those people and cannot be transferred or assigned, other than to the extent necessary to allow direct payments to Participating Dentists.

Subrogation and Right of Reimbursement

This provision applies when Delta Dental pays benefits for personal injuries and you have a right to recover damages from another.

Subrogation

If Delta Dental pays benefits under this Certificate and you have a right to recover damages from another, Delta Dental is subrogated to that right. You or your legal representative must do whatever is necessary to enable Delta Dental to exercise its rights and do nothing to prejudice them.

To the extent that the Plan provides or pays benefits for Covered Services, Delta Dental is subrogated to any right you or your Eligible Dependent may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions.

Reimbursement

If you or your Eligible Dependent recover damages from any party or through any coverage named above, you must reimburse Delta Dental from that recovery to the extent of payments made under the Plan.

Obligation to Assist in the Plan's or Delta Dental's Reimbursement Activities

If you are involved in an automobile accident or require Covered Services that may entitle you to recover from a third party, and the Plan or Delta Dental advances payment to prevent any financial hardship to you or your family, you and your Eligible Dependents have an obligation to help the Plan and/or Delta Dental obtain reimbursement for the amount of the payments advanced for which another source was also responsible for making payment. As part of this obligation, you and your covered Eligible Dependents are required to provide the Plan and/or Delta Dental with any information concerning any other applicable insurance coverage that may be available (including, but not limited to, automobile, home, and other liability insurance coverage, and coverage under another group health plan), and the identity of any other person or entity, and his or her insurers (if known), that may be obligated to provide payments or benefits on account of the same Covered Services for which the Plan made payments.

Eligible people are required to (a) cooperate fully in the Plan's and/or Delta Dental's exercise of their right to subrogation and reimbursement, (b) not do anything to prejudice those rights (such as settling a claim against another party without notifying the Plan or Delta Dental, or not including the Plan or Delta Dental as a co-payee of any settlement amount), (c) sign any document deemed by Delta Dental or the Plan Administrator to be relevant in protecting the Plan's and Delta Dental's subrogation and reimbursement rights, and (d) provide relevant information when requested.

The term "information" here includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help the Plan and/or Delta Dental enforce their rights. Failure by an eligible person to cooperate with the Plan or Delta Dental in the exercise of these rights may result, at the discretion of Delta Dental or the Plan Administrator, in a reduction of future benefit payments available to that person under the Plan of an amount up to the aggregate amount paid by the Plan or Delta Dental that was subject to the Plan's or Delta Dental's equitable lien, but for which the Plan or Delta Dental was not reimbursed.

Obtaining and Releasing Information

While you are covered by Delta Dental, you agree to provide Delta Dental with any information it needs to process your claims and administer your benefits. This includes allowing Delta Dental to have access to your dental records.

Dentist-Patient Relationship

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

Loss of Eligibility During Treatment

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

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. Any balance of the total fee not paid by Delta Dental is your responsibility.

Late Claims Submission

Delta Dental will make no payment for services if a claim for those services has not been received by Delta Dental within one year following the date the services were completed.

Change of Certificate or Policy

No agent has the authority to change any provisions in this Certificate or the provisions of the policy on which it is based. No changes to this Certificate or the underlying policy are valid unless Delta Dental approves them in writing.

Actions

No action on a legal claim arising out of or related to this Certificate will be brought until 30 days after notice of the legal claim has been given to Delta Dental. In addition, no action can be brought more than three years after the legal claim first arose. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim.

Governing Law

The group contract and/or Certificate will be governed by and interpreted under the laws of the state of Indiana.

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 Subscriber and/or Eligible Dependent, it may recover that payment from the Subscriber and/or Eligible Dependent. 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 Subscriber and/or Eligible Dependent. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive 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. Only anti-fraud calls can be accepted on this line.

ANTI-FRAUD TOLL-FREE HOTLINE:

(800) 524-0147

Claims, Predeterminations

P.O. Box 9085
Farmington Hills, MI 48333-9085

Inquiries, Review

P.O. Box 9089
Farmington Hills, MI 48333-9089

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