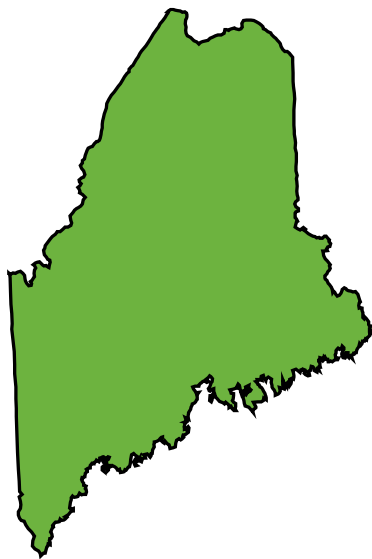


Small Group Dental Plan Description

Basic Plus



Notice to Buyer: This policy provides dental benefits only.

Northeast Delta Dental

Delta Dental Plan of Maine

Discrimination is Against the Law

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

Northeast Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact Sheila Sarabia, Compliance Manager.

If you believe that Northeast Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Sheila Sarabia, Compliance Manager
One Delta Drive
Concord, NH 03301
603-223-1127,
TTY: 1-800-332-5905
Fax: 603-223-1035
ssarabia@nedelta.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance Sheila Sarabia, Compliance Manager, is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Language Assistance Services

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-832-5700 (ATS : 1-800-332-5905).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-832-5700 (TTY: 1-800-332-5905).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-832-5700（TTY：1-800-332-5905）。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-832-5700 (TTY: 1-800-332-5905).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 0075-238-008-1 (رقم هاتف الصم والبكم: 5095-233-008-1).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-832-5700 (телетайп: 1-800-332-5905).

ध्यान दनु होस्: तपाइ ले नेपाल बोल्नहन्छ भन तपाइ को निम्त भाषा सहायता सवाहरु नःशल्क रूपमा उपलब्ध छ । फोन गर्नु होस् 1-800-332-5700 (ट ट्वाइ : 1-800-332-5905) ।

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-832-5700 (TTY: 1-800-332-5905).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-832-5700（TTY: 1-800-332-5905）まで、お電話にてご連絡ください。

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-800-832-5700 (TTY: 1-800-332-5905).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-832-5700 (TTY: 1-800-332-5905) 번으로 전화해 주십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-832-5700 (TTY: 1-800-332-5905).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-832-5700 (TTY: 1-800-332-5905).

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-800-832-5700 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 1-800-332-5905).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-832-5700 (TTY: 1-800-332-5905).

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I. Welcome

Northeast Delta Dental welcomes you to the growing number of people receiving benefits through our Dental Care programs.

This booklet, together with your Outline of Benefits, describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental plan. But, before you turn the page, we'd like you to know something about us...

Northeast Delta Dental is a not-for-profit organization originally established and supported by Dentists to make Dental Care more available to the general public.

Northeast Delta Dental is affiliated with a national association known as the Delta Dental Plans Association (DDPA) which provides Dental Care programs in all states and U.S. territories.

A substantial majority of Dentists in Maine, New Hampshire, and Vermont participate with Northeast Delta Dental through Participating Dentist Agreements. In addition, there is a nationwide network of Participating Dentists available to you.

You are encouraged to take advantage of your Northeast Delta Dental plan since good oral health is an important part of your overall general health. You are also encouraged to participate in Northeast Delta Dental's innovative Health through Oral Wellness® (HOW®) program to be eligible for additional preventive dental benefits based upon a clinical risk assessment by your Dentist. Finally, you are also encouraged to obtain your Dental Care from a Participating Dentist to get the best value from your program.

Your Coverage: The coverage selected for your dental plan uses Delta Dental's PPO and Premier networks of Participating Dentists. This Delta Dental network plan allows you to go to any Dentist of your choice and receive a level of benefits for covered services, but you will generally receive the best value from your plan if you visit a network Dentist.

Delta Dental PPO Dentists are part of a more limited network of Participating Dentists who offer lower fees to their Delta Dental PPO patients. Delta Dental PPO Dentists are reimbursed by Delta Dental based on the lesser of the submitted charge or Delta Dental's allowance for PPO Dentists in the geographic area in which the services were provided. PPO Dentists agree to accept Delta Dental's payment as payment in full, and further agree not to charge any difference between their fees and the amount paid by Delta Dental back to their Delta Dental patients. Like all Dentists, PPO Dentists are allowed to charge for any applicable Co-payments, Deductible, or non-covered services.

You will also receive benefits under your dental plan if you choose to visit a Delta Dental Premier Dentist. Delta Dental Premier Dentists are reimbursed by Delta Dental based on the lesser of the submitted charge or Delta Dental's allowance for Premier Dentists in the geographic area in which the services were provided. Like all Dentists, Premier Dentists are allowed to charge for any applicable Co-payments, Deductible, or non-covered services.

You may also choose to visit Dentists who are not Delta Dental PPO Dentists and Premier Dentists (Non-Participating Dentists) or Other Dental Providers (ODPs). You will receive benefits based on the lesser of the submitted charge or Delta Dental's allowance for Non-Participating Dentists or ODPs in the geographic area in which the services were provided. The Non-Participating Dentist or ODP may balance bill up to their submitted charge. When there is not sufficient fee information available for a specific dental procedure, Delta Dental will determine an appropriate payment amount. You may be requested to bring a claim form to your visit. Claim forms can be downloaded from www.nedelta.com or you may call 1-800-832-5700.

Remember: All Delta Dental PPO and Delta Dental Premier Dentists agree to:

- File your claim forms for you
- Charge you no more than the amount allowed for payment by Delta Dental
- Accept payment directly from Delta Dental

II. Definitions

1. **Agreement:** the contractual relationship between your group and Delta Dental to provide dental benefits to Eligible Persons, including this document, the contract application, the group contract, and the Outline of Benefits.
2. **Co-insurance:** the amount of the Dental Care cost which you are required to pay after application of Co-insurance Percentages.
3. **Co-insurance Percentage:** The percentage specified in your Outline of Benefits as the amount covered by this dental plan for Coverages A and B, respectively.
4. **Co-payments:** the amount of the Dental Care cost which you are required to pay due to the Office Visit Co-pay and the Co-insurance.
5. **Contract Holder:** the group named in the contract application.
6. **Contract Year for Benefits:** the time period specified in the Outline of Benefits.
7. **Coverage:** the Dental Care referred to in the Agreement.
8. **Coverage Period:** the Contract Year for Benefits as defined above.
9. **Deductible:** the portion of the charge for covered Dental Care which the Subscriber or Eligible Dependent must pay before Delta Dental's payment responsibility begins. The Deductible for your Coverage is listed in your Outline of Benefits.
10. **Delta Dental Plans Association (DDPA):** the association which comprises all of the Delta Dental Plans and affiliated organizations operating in the United States and its territories.
11. **Denied:** if the fee for a procedure or service is Denied and chargeable to the patient, the procedure or service is not a benefit of the patient's plan. The approved amount is not payable by Northeast Delta Dental, but is collectable from the patient.
12. **Dental Care:** services ordinarily provided by licensed Dentists or ODPs for diagnosis or treatment of dental disease, injury, or abnormality based on valid dental need in accordance with accepted standards of dental practice at the time the service is provided.
13. **Dental Plan Description (DPD):** This DPD, is part of the Agreement which provides the terms and conditions under which Northeast Delta Dental shall administer your dental benefit plan.
14. **Dentist:** a person duly licensed to practice dentistry in the state in which the Dental Care is provided.
15. **Denturist:** a person licensed to practice denturism by the state in which the services are rendered. The practice of denturism includes:
 - (a) The taking of denture impressions and bite registration for the purpose of or with a view to the making, producing, reproducing, construction, finishing, supplying, altering or repairing of a complete maxillary (upper) or complete mandibular (lower) prosthetic denture, or both, to be fitted to an edentulous arch or arches;
 - (b) The fitting of a complete maxillary (upper) or mandibular (lower) prosthetic denture, or both, to an edentulous arch or arches, including the making, producing, reproducing, constructing, finishing, supplying, altering and repairing of dentures; and
 - (c) The procedures incidental to the procedures specified in paragraphs (a) and (b), as defined by the applicable state licensing board.

For the purpose of paying claims, licensed Denturists will be treated as an Other Dental Provider (ODP). Claims submitted by a licensed Denturist must be accompanied by a copy of a certificate of good oral health that has been issued for the patient by a licensed Dentist. A copy of the Denturist's license must be filed with Northeast Delta Dental before claims can be processed.

16. **Dependent:**

- (a) the spouse of the Subscriber; and/or
- (b) a child of the Subscriber or of the spouse of the Subscriber by natural birth or legal adoption, a child in the process of adoption or guardianship and in the custody of the Subscriber or the spouse of the Subscriber, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, under the age of twenty-six (26).

Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health care provider may be requested.

A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first sixty (60) days following birth or the child may be enrolled thereafter at any open enrollment or as of the first day of the month following the month of the child's first birthday.

- 17. **Disallowed:** if the fee for a procedure or service is Disallowed, it is not payable by Northeast Delta Dental, nor collectable from the patient by a Participating Dentist. The Exclusions and Limitations provisions in Section V and Section VI identify services which are Disallowed. In each instance, a Delta Dental Participating Dentist agrees not to charge a separate fee.
- 18. **Eligible Dependents:** those Dependents who meet the eligibility requirements of the Agreement and are enrolled by Subscribers in the group's benefit program. If enrolling Dependents in the group's benefit program, all Eligible Dependents must be enrolled by the Subscriber for the term of the Agreement.
- 19. **Eligible Persons:** the Subscriber and Dependent(s) (as defined herein) to the extent eligible in accordance with the eligibility requirements established by the Group (or the employer).
- 20. **Explanation of Benefits (EOB):** The notice which explains the benefits that were paid on your behalf, lets you know if any services are Denied or Disallowed, and gives you the reason(s) for the denial or disallowance.
- 21. **Maximum:** the dollar amount Northeast Delta Dental will pay per Eligible Person within any Coverage Period for covered benefits. All benefits paid, including benefits for Diagnostic and Preventive services, are counted toward an Eligible Person's Coverage Period Maximum.
- 22. **Non-Participating Dentist:** a Dentist who has not signed a participating agreement with Northeast Delta Dental or another Delta Dental company.
- 23. **Northeast Delta Dental:** the Delta Dental Plans in Maine, New Hampshire, and Vermont, collectively known as Northeast Delta Dental.
- 24. **Office Visit Co-pay (OVCP):** with a few exceptions, each time you, or a person covered under this plan, visits a Dentist or Other Dental Provider to receive services covered under this plan, you must pay to the dental provider an Office Visit Co-pay in the amount indicated on your Outline of Benefits. The OVCP will be applied after any applicable Deductible and Co-insurance.
- 25. **Other Dental Providers (ODP):** A person, other than a Dentist, who provides Dental Care and is authorized and licensed to provide such services by the state in which the services are provided.
- 26. **Outline of Benefits (OOB):** the insert to this booklet that describes some of the particular provisions of your dental benefits.
- 27. **Participating Dentist:** a Dentist who has signed a participating agreement with Northeast Delta Dental or another Delta Dental company. A Participating Dentist agrees to abide by such uniform rules and regulations as are from time to time prescribed by Northeast Delta Dental.

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28. **Predetermination:** an administrative procedure by which the Dentist submits a treatment plan to Northeast Delta Dental in advance of performing Dental Care. Northeast Delta Dental recommends that you ask your Dentist to request a Predetermination of proposed services that are considered to be other than brief or routine. A Predetermination provides an estimate of what Northeast Delta Dental will pay for the services which helps avoid confusion and misunderstanding between you and your Dentist.
29. **Processing Policies:** policies approved by Northeast Delta Dental, as may be amended from time to time, to be used in processing claims for payment or review, and processing treatment plans for Predetermination. Processing Policies are approved by the Contract Holder by signing the Group Contract. Most Processing Policies are contained in the terms, conditions and limitations described in this DPD.
30. **Subscriber:** any person who:
- (a) provides service to the Contract Holder as a paid employee, and
 - (b) is certified by the Contract Holder as a member of the group specified in the contract application, and
 - (c) enrolls in the group's dental plan.

III. Information About Your Plan

The Dental Benefit Plan:

The dental benefit plan selected by the Contract Holder (the group) is Basic Plus.

The Way Your Plan Works

1. Covered Services: The Outline of Benefits and Section V of this DPD provides details of the dental benefits covered by this plan.
2. Office Visit Copay (OVCP): The amount you must pay to the dental provider an Office Visit Co-pay in the amount as indicated on your Outline of Benefits. The OVCP will be applied after the Deductible and Co-insurance.

The OVCP will apply whenever an office visit produces a claim for which services are payable, and benefits are available, under your plan, with the following exceptions:

- No OVCP will apply for follow-up visits for dental procedures for which no additional charge is allowed under your plan (the OVCP will apply on the first office visit only).
 - No OVCP will apply for visits producing claims for services not covered under your plan, claims for services for which you have not satisfied any applicable waiting period, or claims for services received when you were not eligible for coverage (you are responsible for the full fee).
 - No OVCP will apply for duplicate claims or Disallowed services.
 - No OVCP will apply for claims for which your plan has no annual Maximum remaining (you are responsible for the full fee).
3. One-Time Deductible: This plan includes a one-time Deductible of \$50 per Eligible Person, up to a maximum of \$150 per family. The Deductible applies only to Basic Services. Expenses incurred for non-covered services do not apply toward the Deductible.
 4. Annual Maximum: This plan has an annual Maximum per Eligible Person per calendar year as indicated on your Outline of Benefits.

Each Eligible Person in the dental plan may annually qualify to carryover \$250 each in additional benefits for use in future calendar years (“Carryover Maximum”). To qualify, an Eligible Person must have a paid claim for either an oral evaluation or a cleaning during the calendar year, and the Eligible Person’s paid claims during the calendar year must be less than \$500.

Carryover Maximum amounts may be used only after the current Annual Maximum has been used. The total accumulated Carryover Maximum amount cannot exceed the original annual Maximum of this plan. Termination from the dental plan results in the loss of any Carryover Maximum.

5. Health through Oral Wellness® (HOW®): A healthy mouth is part of a healthy life, and Northeast Delta Dental’s innovative Health through Oral Wellness (HOW) program works with your dental benefits to help you achieve and maintain better oral wellness. Here’s how to participate in the HOW program:

- **REGISTER**

Go to healththroughoralwellness.com and click on “Register Now.”

- **KNOW YOUR SCORE**

After you register, please take the free oral health risk assessment by clicking on “Free Assessment” in the Know Your Score section of the website.

- **SHARE YOUR SCORE WITH YOUR DENTIST**

The next step is to share your results with your Dentist at your next dental visit. Your Dentist can discuss your results with you and perform a clinical version of the risk assessment. Based on your risk and subject to the provisions of your dental plan, you may be eligible for additional preventive benefits at no cost.

What Your Plan Pays

Your plan's payment is based on the "allowed charge" for a covered service. The allowed charge is determined by whether the Dentist is a Participating Dentist with Delta Dental and the type of network to which the Dentist belongs.

1. If the Dentist is a Delta Dental PPO Dentist, the allowed charge will be the lesser of the submitted charge or Delta Dental's allowance for PPO Dentists in the geographic area in which the services were provided. Your responsibility will be any applicable Deductible and Co-payments and non-covered services. The Dentist cannot receive in total more than the agreed amount for services and has agreed not to bill you for more than that amount.
2. If the Dentist is a Delta Dental Premier Dentist, the allowed charge will be the lesser of the submitted charge or Delta Dental's allowance for Premier Dentists in the geographic area in which the services were provided. Your responsibility will be any applicable Deductible, Co-payments, and non-covered services. The Premier Dentist cannot receive in total more than such allowance for Premier Dentists and has agreed not to bill you for more than that amount.
3. If the Dentist is a Non-Participating Dentist or Other Dental Provider, the allowed charge will be the lesser of the submitted charge or Delta Dental's allowance for Non-Participating Dentists or ODPs in the geographic area in which the services were provided. Your responsibility will be any applicable Deductible, Co-payments, and non-covered services, and any difference between your plan's payment and the provider's charge for the service. It is in your best interest to discuss what the charge will be before receiving the service.

IV. How to File a Claim

To Use Your Plan, Follow These Steps:

This Dental Plan Description describes the benefits and provisions of your dental plan. Please read it carefully.

Ask your Dentist if he/she participates with Delta Dental. Visit Northeast Delta Dental's website at www.nedelta.com, refer to the Northeast Delta Dental Participating Dentist Directory, or call Northeast Delta Dental for information.

When you visit your dental office, inform them that you are covered under a Northeast Delta Dental program. Provide your identification card or other means of verifying Delta Dental coverage. Your Dentist will perform an evaluation and plan the course of treatment. When the treatment has been completed, the claim form will be sent to Northeast Delta Dental for payment for covered services.

Participating Dentists: Participating Dentists will have claim forms available in their offices. A Participating Dentist will not charge at the time of treatment for covered services, but may request payment for non-covered services, Deductibles, or Co-payments. Northeast Delta Dental will pay the Participating Dentists directly based on their allowed charges. An Explanation of Benefits will be sent or made accessible to you which will indicate the amount you should pay, if any, to your Dentist.

Non-Participating Dentists or Other Dental Providers (ODPs): Northeast Delta Dental provides coverage regardless of your choice of Dentist, participating or not. When visiting a Non-Participating Dentist or ODP, you may be required to submit your own claim (available at www.nedelta.com) and pay for services at the time they are provided. All claims should be submitted to Northeast Delta Dental. Payment will be made directly to you. Some states may require that assignment of benefits be honored. In these instances, payment will be made directly to the Non-Participating Dentist or ODP when written notice of such an assignment is made on the claim. In either case, payment for treatment by a Non-Participating Dentist or ODP will be limited to the lesser of the submitted charge or Delta Dental's allowance for Non-Participating Dentists or ODPs in the geographic area in which services were provided. It is your responsibility to make full payment to the Dentist or ODP. When there is not enough fee information available, Northeast Delta Dental will determine an appropriate payment amount.

You or someone in the dental office must fill in the patient information portion of the claim form. Please be sure information is complete and accurate to ensure the prompt and correct payment of your claim.

Predetermination of Benefits: Northeast Delta Dental strongly encourages Predetermination for costly or extensive treatment. Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.

Please note that Predetermination does NOT guarantee payment. Predetermination is an estimate of payment based on your current benefits. A new Coverage Period, additional paid benefits and/or a contract change may alter the final payment, because payment is based on information on file at the time treatment is provided (the date of service) which may be different than information available at the time the Predetermination estimate was given. Any changes in a Dentist's participating status or Northeast Delta Dental's allowance may also affect Northeast Delta Dental's final payment.

Prior Authorization is not required for emergency services.

The Predetermination reflects your benefits based on the procedures and costs submitted by your dental office. Questions concerning Predetermination should be directed to Northeast Delta Dental's Customer Service Department at 800-832-5700 or 603-223-1234.

V. Benefits

PLEASE NOTE: Eligible Persons will only be entitled to those benefit coverages selected by the Contract Holder. See your Outline of Benefits for the coverages selected.

Diagnostic & Preventive Benefits (Coverage A)

Diagnostic: Oral evaluations – two (2) times in a period of twelve (12) months.

Radiographic images – bitewings once in a period of twelve (12) months; images of individual teeth as necessary.

Brush Biopsy.

Preventive: Prophylaxis (cleaning) – two (2) times in a period of twelve (12) months (child cleaning through age thirteen (13), adult cleaning thereafter). A cleaning can be routine or periodontal maintenance under Basic Benefits (Coverage B).

A full mouth debridement under Diagnostic and Preventive Benefits (Coverage A) is covered once in a lifetime and, when performed, is counted towards your cleaning benefit.

Fluoride treatments – two (2) times in a period of twelve (12) months through age fourteen (14).

Sealants through age fourteen (14).

NOTE: *As a participant in Northeast Delta Dental's Health through Oral Wellness® (HOW®) program, you may be eligible for additional preventive benefits, subject to standard policy provisions, based on a clinical oral health risk assessment performed by your Dentist. Subject to the provisions of this DPD, these additional preventive benefits may include more frequent cleanings, fluoride treatments, sealants, periodontal maintenance, full mouth debridement, and availability of caries susceptibility tests, oral hygiene instruction, nutritional counseling, and tobacco cessation counseling.*

Time limitations are measured from the date the services were most recently performed.

Only those coverage classifications selected by the Contract Holder shall apply as shown on the OOB.

Coverage A Exclusions and Limitations:

- If the fee for a procedure or service is “**Disallowed**,” it is not payable by Northeast Delta Dental, nor collectable from the patient by a participating dentist. Participating Dentists agree not to charge a separate fee.
- If the fee for a procedure or service is “**Denied**,” it is not payable by Northeast Delta Dental, but is chargeable to the patient as the procedure or service is not a covered benefit under the plan.
- 1. Oral evaluations of any kind are Disallowed if performed within ninety (90) days after periodontal surgery by the same Dentist/dental office.
- 2. Comprehensive oral evaluation and comprehensive periodontal evaluation are a covered benefit once in a lifetime (unless there is history of no care for three (3) years) and is counted toward your oral evaluation benefits. Subsequent comprehensive oral evaluations are covered as a periodic oral evaluation and are subject to frequency limitations.
- 3. Oral evaluations for patients under age three (3), when performed on the same date of service by the same Dentist/dental office as a comprehensive evaluation is Disallowed.
- 4. Pre-diagnostic services, such as screening and assessment of a patient, are not covered benefits. Payment for a screening or assessment is Disallowed if billed with an oral evaluation.

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5. Payment for additional periapical radiographic images within a thirty (30) day period of a complete series or panoramic image, unless there is evidence of trauma, is Disallowed.
 6. Routine working and final treatment radiographic images taken for endodontic therapy by the same Dentist/dental office are considered a component of the complete treatment procedure. Separate fees are Disallowed on the same date of service.
 7. If the fee for bitewings, periapicals, intraoral occlusal and extraoral occlusal radiographic images is equal to or exceeds the fee for a full mouth series, it is considered a full mouth series for payment purposes and time limitations. Any fee in excess of the fee for the full mouth series is Disallowed on the same date of service.
 8. Cone beam imaging and interpretation are not covered benefits. Cone beam imaging, when performed by the same Dentist/dental office as an image interpretation, is combined as a cone beam capture and interpretation. Any fees in excess of the combined code are Disallowed.
 9. Cephalometric images, oral/facial photographic images and diagnostic casts are not covered benefits.
 10. Viral culture tests, saliva tests and oral cancer screening, except brush biopsy, are not covered benefits.
 11. Oral Pathology laboratory services are a covered benefit when accompanied by a pathology report. If more than one of these procedures is billed for the same tooth site on the same day, by the same Dentist/dental office, payment is allowed for the most inclusive procedure and payment for the less inclusive procedure is Disallowed.
 12. A cleaning done on the same date by the same Dentist/dental office as a periodontal maintenance, or scaling and root planing is considered to be part of and included in those procedures. The fee is Disallowed.
 13. Laboratory tests for caries susceptibility are not a covered benefit. Fees are Disallowed when billed with an oral evaluation for children under the age of three (3).
 14. Caries risk assessment is a covered benefit once in a period of three (3) years for children between the ages of three (3) and nineteen (19). Benefits for caries risk assessment are Disallowed if billed for children under the age of three (3), if billed within twelve (12) months by the same Dentist/dental office, or if performed with other risk assessments by the same Dentist/dental office.
 15. Sealant benefit limitation:
 - (a) The sealant benefit is provided only to Dependents through age fourteen (14) years or younger.
 - (b) The sealant benefit is for the application of sealants only to caries-free (no decay) and restoration-free permanent molars.
 - (c) The sealant benefit is provided no more than once in a lifetime per tooth.
 - (d) Sealants are Disallowed within two (2) years of initial placement on the same tooth by the same Dentist/dental office. A sealant is Disallowed if performed by the same Dentist/dental office, on the same date of service as a restoration which includes the occlusal surface.
 16. Pulp vitality tests are a covered benefit only when done in conjunction with a radiographic image, a limited oral evaluation, a palliative treatment, or a protective restoration. Payment is otherwise Disallowed.
 17. Nutritional counseling, tobacco counseling and oral hygiene instruction are not covered benefits except for eligible participants in Delta Dental's Health through Oral Wellness® (HOW®) program.
 18. TMJ related services are not covered benefits.
 19. Genetic test for susceptibility to diseases is not a covered benefit.

Basic Benefits (Coverage B)

Restorative:	Amalgam (silver) restorations (fillings). Resin (white) restorations (fillings).
Radiographs:	Intraoral complete series or panoramic images once in a period of five (5) years.
Oral Surgery:	Routine Extractions.
Periodontics:	Periodontal maintenance cleanings two (2) times in a period of twelve (12) months.
Endodontics:	Pulpal therapy, apicoectomies, retrograde fillings, and root canal therapy.
Space Maintainers:	Through age fourteen (14).
Palliative Treatment:	Minor emergency treatment for the relief of pain.

NOTE: *Time limitations are measured from the date the services were most recently performed.*

Only those coverage classifications selected by the Contract Holder shall apply as shown on the OOB.

Coverage B Exclusions and Limitations:

- If the fee for a procedure or service is “**Disallowed**,” it is not payable by Northeast Delta Dental, nor collectable from the patient by a participating dentist. Participating Dentists agree not to charge a separate fee.
 - If the fee for a procedure or service is “**Denied**,” it is not payable by Northeast Delta Dental, but is chargeable to the patient as the procedure or service is not a covered benefit under the plan.
1. Restorations are a covered benefit only once per surface in a period of twenty-four (24) months, irrespective of the number or combination of procedures performed. Charges for the replacement of amalgam (silver) or resin (white) restorations within twenty-four (24) months by the same Dentist/dental office are Disallowed.
 2. An adjustment will be made for two (2) or more restoration surfaces which are normally joined together. A Northeast Delta Dental Participating Dentist agrees not to charge a separate fee.
 3. Protective restorations are Disallowed if performed on the same date of service as a definitive restoration or palliative treatment by the same Dentist/dental office.
 4. A panoramic radiographic image, with or without supplemental radiographic images (such as periapicals, bitewings and/or occlusal), is considered a complete series for time limitations. Any fee in excess of the fee for a complete series is Disallowed.
 5. When benefits are requested for a panoramic radiographic image in conjunction with a complete series by the same Dentist/dental office, fees for the panoramic radiographic image are Disallowed as a component of the complete series on the same date of service.
 6. Prefabricated stainless steel crowns are a covered benefit once in a period of two (2) years. The fee for replacement of a stainless steel crown by the same Dentist/dental office within twenty-four (24) months is included in the initial crown placement and is Disallowed.
 7. A prefabricated resin crown is a covered benefit on primary anterior teeth only. If performed on primary posterior teeth, an allowance will be paid equal to the fee for a prefabricated stainless steel crown.
 8. Recementation of a cast or prefabricated post and core is a covered benefit once per tooth per lifetime. Payment is Disallowed if performed within six (6) months of the initial placement by the same Dentist/dental office, or if performed on the same date of service of a crown recementation by the same Dentist/dental office.

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9. Recementation of a crown, onlay or partial coverage restoration is a covered benefit once per tooth per lifetime. Payment is Disallowed if performed within six (6) months of the initial placement by the same Dentist/dental office.
 10. Pin retention is a covered benefit once per tooth in a period of twenty-four (24) months in conjunction with all restorations. Fees for additional pins in the same tooth are Disallowed. The fee for pin retention is Disallowed when billed in conjunction with a core build-up.
 11. Tooth preparation, bases, copings, protective restorations, impressions, and local anesthesia, or other services that are part of the complete dental procedure, are considered components of, and included in the fee for, a complete procedure and are Disallowed.
 12. A cleaning done on the same date by the same Dentist/dental office as a periodontal maintenance, or scaling and root planing is considered to be part of and included in those procedures. The fee is Disallowed.
 13. A consultation is a covered benefit only if performed by a Dentist that is not performing further treatment. A consultation is Disallowed if performed in conjunction with an oral evaluation by the same Dentist/dental office on the same date of service.
 14. Routine post-operative visits are considered part of, and included in the fee for, the total procedure. A Northeast Delta Dental Participating Dentist agrees not to charge a separate fee.
 15. Fees for periodontal maintenance, when billed within three (3) months of periodontal therapy by the same Dentist/dental office, are Disallowed.
 16. Root canal therapy is a covered benefit once in a period of three (3) years. Retreatment of root canal therapy by the same Dentist/dental office within twenty-four (24) months is considered part of the original procedure. Fees for the retreatment by the same Dentist/dental office are Disallowed.
 17. Root canal therapy is not a benefit in conjunction with overdentures and benefits are Denied.
 18. Deciduous root canal therapy is not a covered benefit
 19. Pulpal therapy or therapeutic pulpotomy is a covered benefit once in a three (3) year period per tooth on primary posterior teeth only. If provided on anterior or permanent teeth, the benefit is Denied.
 20. Pulpal debridement is a covered benefit once in a lifetime. The fee for pulpal debridement is Disallowed if performed within thirty (30) days of a root canal treatment by the same Dentist/dental office.
 21. A partial pulpotomy is a covered benefit once per tooth per lifetime on permanent teeth only. The fee for a partial pulpotomy is Disallowed if performed within thirty (30) days on the same tooth by the same Dentist/dental office as root canal therapy.
 22. Root amputation performed in conjunction with an apicoectomy by the same Dentist/dental office is Disallowed.
 23. Retrograde fillings are a covered benefit once per root per three (3) years. Retreatment within twenty-four (24) months of the original procedure by the same Dentist/dental office is Disallowed.
 24. Periradicular surgery without an apicoectomy performed on the same tooth on the same date by the same Dentist/dental office as an apicoectomy, retrograde filling and/or root amputation is Disallowed.
 25. A root canal or apexification procedure that is performed within thirty (30) days of a partial pulpotomy, and is performed by the same Dentist/dental office, will have the payment for the procedure reduced by the payment for the partial pulpotomy. A Northeast Delta Dental Participating Provider agrees not to charge a separate fee.
 26. An apexification or an apicoectomy is a covered benefit once per tooth in a period of three (3) years. Retreatment by the same Dentist/dental office within twenty-four (24) months is Disallowed.

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27. An internal root repair is a covered benefit once in a lifetime on permanent teeth only. If performed on a primary tooth, the benefit is Denied. The fee for an internal root repair is Disallowed if performed on the same date of service by the same Dentist/dental office as an apicoectomy or retrograde filling.
 28. Space maintainers are a covered benefit once in a lifetime per tooth for Eligible Dependents fourteen (14) years of age or younger when a space is being maintained for an erupting permanent tooth.
 29. The replacement or repair of space maintainers and orthodontic appliances is not a covered benefit.
 30. Recementation of a space maintainer is a covered benefit once in a lifetime per appliance.
 31. Removal of a space maintainer is included as part of the total treatment. Charges for removal of a space maintainer are Disallowed if performed by the same Dentist/dental office as the initial placement or if performed with the recementation of a space maintainer.
 32. The fee for palliative treatment is Disallowed when submitted with all procedures performed by the same Dentist/dental office on the same date except radiographic images and diagnostic codes.
 33. Palliative treatment is part of the initiation of endodontic therapy and therefore is included in the fee when performed on the same date by the same Dentist/dental office and a separate fee is Disallowed.
 34. Local anesthesia in conjunction with any procedure by the same Dentist/dental office is considered part of the overall procedure. A separate fee is Disallowed.
 35. General anesthesia is a benefit only when administered by a properly licensed Dentist in a dental office in conjunction with covered oral surgical procedures or when necessary due to concurrent medical conditions. Otherwise, the fee for general anesthesia is Denied.
 36. Interim caries arresting medicament application is not a covered benefit.

Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it is not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.

VI. Waiting Periods and General Exclusions and Limitations

1. Waiting Periods Generally:

The waiting periods in connection with your benefits are indicated in the Outline of Benefits.

2. Application of Waiting Periods Due to Change in Coverage:

If you had dental coverage for at least six (6) months and within thirty (30) days prior to the Effective Date of your coverage under this dental plan, waiting periods for the same benefits will be deemed satisfied under this plan for each Eligible Person also covered under your prior coverage.

3. Unless otherwise specified in the Outline of Benefits, the dental benefits provided by Northeast Delta Dental shall not include the following:

- (a) Services for injuries or conditions compensable under worker's compensation or employer's liability laws.
- (b) Services that are determined by Northeast Delta Dental to be provided for cosmetic reasons, such as bleaching or whitening of teeth, placement of veneers, correction of congenital malformations, or cosmetic surgery. (This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.)
- (c) Services including, but not limited to, endodontics and prosthodontics (including restorative crowns and onlays) started prior to the date the Subscriber or Eligible Dependent became eligible under the Agreement.
- (d) Services not provided by a Dentist, an independent practice dental hygienist, a dental hygiene therapist, or under the supervision of a Dentist, or not within the scope of the license of the Dentist, the independent practice dental hygienist, a dental hygiene therapist, or of the license of the person supervised by the Dentist, unless otherwise required by law.
- (e) Prescription drugs, premedications, and/or relative analgesia, or the application of anti-microbial agents.
- (f) Charges for: (i) hospitalization; (ii) general anesthesia or intravenous sedation for restorative dentistry (except as noted in Section V., Coverage B Benefits); (iii) provisional splinting; (iv) myofunctional therapy; (v) treatment of temporomandibular joint (TMJ) dysfunction and related diagnostic procedures; (vi) equilibration; and (vii) gnathological reporting.
- (g) Charges for failure to keep a scheduled visit with the Dentist.
- (h) Charges for completion of forms. Such charges shall not be made to a Subscriber or Eligible Dependent by Participating Dentists.
- (i) Dental Care which is not necessary and customary as determined by generally accepted dental practice standards.
- (j) Dental Care or supplies which are not within the classification of benefits defined in the Agreement.
- (k) Appliances, procedures, or restorations for: (i) increasing vertical dimension; (ii) analyzing, altering, restoring, or maintaining occlusion; (iii) replacing tooth structure lost by attrition or abrasion; (iv) correcting congenital or developmental malformations; or (v) esthetic purposes. This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.
- (l) Payments of benefits incurred by the Subscriber and/or Eligible Dependent(s) after the date on which the Subscriber becomes ineligible for benefits.
- (m) Charges for Dental Care or supplies for which no charge would have been made in the absence of dental benefits.

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- (n) Charges for Dental Care or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
 - (o) All services, including evaluations and radiographs, performed for orthodontic purposes where the group does not have Orthodontic Benefits (Coverage D). If services are provided they should be done so with the agreement of the patient to assume the additional cost.
 - (p) Temporary services or incomplete treatment.
 - (q) A consultation unless performed by a practitioner who is not performing further services.
 - (r) Case presentation and treatment planning.
 - (s) Athletic mouthguards and occlusal guards (nightguards).
4. Unless otherwise specified in the Outline of Benefits, the dental benefits provided by Northeast Delta Dental shall be limited as follows:
- (a) Unless otherwise required by law, Dental care provided by anyone other than a Dentist shall not be a benefit, except that scaling or cleaning of teeth and topical application of fluoride and such other treatment performed by a licensed dental hygienist or another dental provider shall be a covered benefit, so long as either:
 - (i) the treatment is provided within the scope of such licensure and under the supervision and guidance of a Dentist, in accordance with generally accepted dental practice standards; or
 - (ii) the treatment is provided by an independent practice dental hygienist or dental hygiene therapist within the lawful scope of practice of that independent practice dental hygienist or dental hygiene therapist.
 - (b) Optional Dental Care: In all cases in which the Subscriber or Eligible Dependent agree, after consultation with their Dentist, to more expensive Dental Care than is customarily provided, Northeast Delta Dental will pay based on the applicable Co-insurance Percentage for the Dental Care which is customarily provided to restore the tooth to contour and function. The Subscriber or Eligible Dependent shall be responsible for the remainder of the Dentist's fee.
 - (c) Predetermination does not guarantee payment. Payment is based upon eligibility, benefits selected by the group, and allowable charges at the time the Dental Care is provided and the Dentist's participating status with Delta Dental. If Coordination of Benefits is involved, the amount of payment is subject to change depending upon the payment by the primary carrier.
 - (d) Services completed or in progress at the Subscriber's or Eligible Dependent's date of death will be paid in full to the limit of Northeast Delta Dental's liability.
 - (e) When services for Dental Care in progress are interrupted and completed thereafter by another Dentist, Northeast Delta Dental will review the claim to determine the payment, if any, due each Dentist.
 - (f) Maximum Payment:
 - (i) The Maximum amount payable in any Coverage Period, or any portion thereof, shall be limited to the amount specified in the Outline of Benefits.
 - (ii) Northeast Delta Dental's payment shall be reduced by any applicable Deductible and Co-payments.
 - (g) Specialized techniques including, but not limited to, precision attachments; overdentures and procedures associated therewith; and personalizations or characterization are excluded. Patient will be responsible for part of or the entire fee for these services.
 - (h) Diagnostic casts (study models) and/or photographs are a covered benefit as part of the total orthodontic case fee. Subsequent diagnostic casts and/or photographs are Disallowed.

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- (i) Benefits are paid for amalgam (silver) or resin (white) restorations for the treatment of caries. If a tooth can be restored with amalgam or resin, use of gold, an onlay or a crown is at the option of the patient and the patient will be responsible for any additional cost.
 - (j) Written notice of sickness or of injury must be given to Delta Dental within thirty (30) days after the date when such sickness or injury occurred or as soon thereafter as reasonably possible. Failure to give notice within such time shall not invalidate nor reduce any claim, if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
 - (k) A completed claim (or satisfactory written proof acceptable to Delta Dental) must be furnished to Delta Dental at its principal office within twenty-four (24) months from the date the Dentist provided Dental Care. No payment will be made on claims with dates of service in excess of the twenty-four (24) month limitation.

Benefits payable under this dental plan for any claim will be paid promptly upon receipt of written notice of claim.

- (l) Delta Dental, upon receipt of a notice of claim, will furnish to you such forms usually furnished by it for filing claims. If such forms are not furnished within fifteen (15) days after you give such notice, you shall be deemed to have complied with the requirements of this dental plan with the time fixed in the dental plan for filing claims. Notice given by or on behalf of you to Delta Dental, or to any authorized agent of Delta Dental, with information sufficient to identify you, shall be deemed notice to Delta Dental
- (m) The Date of Incurred Liability refers to the date a service is subject to the applicable Office Visit Co-pay, Deductible, Co-insurance Percentage, Maximum benefit, and limitations. The total cost of the service is applied to the Coverage Period during which the service is completed, irrespective of the Coverage Period in which the service is started.

For services covered, Delta Dental's date of incurred liability for multiple visit procedures is as follows:

- (i) Endodontics — Total cost for endodontic treatment shall be incurred when the canal is filled to completion.
- (n) You may not bring a legal action against Delta Dental under this dental benefits plan until sixty (60) days after notice of claim. No such action shall be brought after the expiration of two (2) years after the time written notice of claim is required to be furnished.

VII. Coordination of Benefits (Dual Coverage)

The Coordination of Benefits provision is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given service. In the event that any Eligible Person is entitled to benefits under any other health care program, the following Coordination of Benefits provision shall determine the sequence and extent of payment. Other health care programs may include any other sponsored plan or group insurance plan.

When an Eligible Person is covered under another health care program, the following rules shall be followed to establish the order of determining liability.

1. When only one plan has a Coordination of Benefits provision, the plan without such provision shall determine its benefits first.
2. The plan covering an Eligible Person solely as an employee shall determine its benefits before the plan which covers the Eligible Person solely as a Dependent.
3. The plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs earlier in a calendar year shall determine its benefits before the plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs later in a calendar year ("Birthday Rule"). A parent's year of birth is not relevant. If both parents have the same birthdate (month and day) the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other

parent for a shorter period of time. If the other health care program does not use the Birthday Rule, then that plan's provisions will determine the order of liability.

4. If paragraphs 1 through 3 above do not establish an order of benefit determination, the benefits of the plan which has covered the Eligible Person for the longer period of time shall be determined first.
5. The order of payment for the claims of a Dependent child of divorced or legally separated parents will be as follows:
 - (a) the plan of the parent with custody;
 - (b) the plan of the spouse of the parent with custody (step-parent);
 - (c) the plan of the parent without custody;
 - (d) if the parents have joint legal custody, paragraph 3 above will apply.

However, when the parents are separated or divorced and there is a court decree which establishes financial responsibility with respect to the child, the benefits of the plan which cover the child as a Dependent of the parent with financial responsibility pursuant to the decree shall be determined before the benefits of any other plan which covers the child as a Dependent.

6. When Northeast Delta Dental is the first to determine its benefits under the foregoing, benefits hereunder shall be paid without regard to Coverage under any other plan. When Northeast Delta Dental is not the first to determine its benefits and there are remaining expenses of the type allowable, Northeast Delta Dental will pay only the amount by which its benefits exceed the amount of benefits payable under the other plan up to the amount Northeast Delta Dental would have paid without regard to the payment by the other plan or the amount of such remaining expenses, whichever is less. In other words, the combined payment of both plans will not exceed the total cost of the service.

Northeast Delta Dental may use reasonable efforts to determine the existence of other benefit programs but shall be under no obligation to do so. The Eligible Person is required to furnish Northeast Delta Dental with information relative to any other health care program in order to determine liability.

7. For the purposes of determining the applicability and implementing the terms of this provision in the Agreement, Northeast Delta Dental may release or obtain from any third party, without consent or notice, any information which it deems to be necessary to determine its liability. Northeast Delta Dental shall be free from any liability that might arise in relation to such action.
8. Multiple Coverage: When benefits are coordinated with another Northeast Delta Dental plan, or any other plan providing dental benefits, time limitations and frequency of service limitations will not change. Coverages for services for which a specified number are provided per a specified time period shall not be added together to provide more than the number of services specified per time period under this plan. For example, if each plan covers one prophylaxis (cleaning) in a six month period, the combined Coverages will still only cover one prophylaxis in any six month period. If such a service is covered under this plan, but has been paid for, whether in full or part, by another plan, such service will still be counted toward the maximum number of such services allowed per period under this plan.
9. Right of Recovery: Northeast Delta Dental has the right to recover from the payee excess benefit payments.
10. Subrogation: In the event of any payments for Dental Care under this Agreement, Delta Dental shall be subrogated to all the Subscriber's or Eligible Dependent's right of recovery thereof against any third person or organization who may be liable for such payment. The Subscriber or Eligible Dependents shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. Such subrogation shall be on a just and equitable basis and not on the basis of a priority lien.

VIII. General Claims Inquiry

After a claim is submitted by your Dentist and processed by Northeast Delta Dental, you will be sent or have access to an Explanation of Benefits form. This notice will explain the benefits paid on your behalf, let you know of any Denied or Disallowed services, and give you the reason for any denial or disallowance.

If you have any questions regarding your benefits, you may call Northeast Delta Dental for an explanation at 603-223-1234. The toll-free number is 800-832-5700. You will be connected directly to our Customer Service Department.

The Customer Service Representative will need to know the claim number that is located on your Explanation of Benefits. If that information is not available, please provide the Subscriber's identification number and date of treatment. This will enable a quick response to your inquiry.

IX. Disputed Claims Procedure

If you have reason to believe your benefit determination was not in accordance with the terms of this policy, you have the option of using Northeast Delta Dental's Disputed Claims Procedure. This may be requested within six (6) months of the issuing of Northeast Delta Dental's original Explanation of Benefits. We recommend that your written request for a review of your claim be personally delivered or mailed certified mail, return receipt requested, to the Vice President, Professional Relations, Northeast Delta Dental, One Delta Drive, PO Box 2002, Concord, New Hampshire, 03302-2002. You may also submit your request by standard mail.

Your request for a review of your claim should refer to the claim(s) in question, state your name and address, and the reasons you think the denial should be evaluated. You may provide any additional materials you wish to present.

The Vice President, Professional Relations, or his designee, will promptly review your claim. He may request additional documents as necessary to make such a review. If the claim is denied in any respect, you will be furnished with a written notice of the decision within thirty (30) days after receipt of the disputed claim. The notice will include:

1. the specific reason(s) for denial, and
2. the specific reference to the provision of this Agreement upon which the denial is based.

If your request results in an additional payment, it will be made within fifteen (15) working days of the response from the Vice President, Professional Relations.

If you do not receive notice within the thirty (30) day period, the claim is considered denied in order that you may proceed to the Disputed Claims Review Procedure.

If you have any problem securing a review of your claim, you may also contact your group for assistance.

X. Disputed Claims Review Procedure

The Disputed Claims Review Procedure allows you to request a review from Northeast Delta Dental's Disputed Claims Review Committee. The request can be made on your denied claim after following the Disputed Claims Procedure. The Review Committee is a group of Participating Dentists, non-Dentist members of the Board of Directors, and representatives of group purchasers/groups.

You or your duly authorized representative may appeal to the Review Committee by filing a request for review before the final appeal date set forth in the Vice President, Professional Relations' notice denying the claim, or, if no date is given, within six (6) months of the notice. We recommend that your written request be sent certified mail, return receipt requested, to the Review Committee at the Northeast Delta Dental's address. You may also submit your request by standard mail. It must state the reasons for requesting a review. It should contain the issues, comments, and supporting materials stating why you believe response of Northeast Delta Dental's Vice President, Professional Relations' was incorrect. Within thirty (30) days after receipt of your request, the Review Committee will provide its written decision, including specific reasons for the decision.

In addition, or as an alternative to the written request, you may request a hearing from the Review Committee to consider matters raised in your appeal. At the hearing, you are entitled to representation by a lawyer or other representative, to request a stenographer to transcribe the hearing, to present evidence, to request the testimony of

witnesses, and to cross-examine witnesses. You or your representative may review the Agreement and related pertinent documents. The hearing will be scheduled with prompt written notice to you not later than thirty (30) days after your request. A decision will be provided within thirty (30) days after the hearing. The decision of the Review Committee will be in writing and will include specific reasons for the decision.

Notice of Right to Appeal Your Health Insurer's Final Decision

You may have a legal right to have our decision reviewed by an organization that is neutral. This is called Independent External Review.

You must ask for this Independent External Review no later than one year after receiving the notice of internal review denial.

Call the Department of Professional & Financial Regulation at (800) 300-5000 to ask for this review.

Department of Professional & Financial Regulation
Bureau of Insurance
#34 State House Station
Augusta, ME 04333-0034
800-300-5000 (toll free in Maine) or 207-624-8475
Fax: 207-624-8599
<http://www.state.me.us/pfr/insurance/index.shtml>

XI. Termination

Unless otherwise specified in the Outline of Benefits, benefit entitlement may be automatically terminated:

1. On the last day of the month for which the group has failed to make a required payment for you.
2. On the last day of the month in which your employment is terminated.

Under certain circumstances, state or federal law may require that benefits be continued for terminated or reduced hour employees, surviving spouses and Dependents of covered employees, divorced or legally separated spouses and children of current employees, and children of employees entitled to Medicare benefits.

XII. Continuation of Benefits

State and Federal Law Rights to Continue Coverage

Upon termination of coverage under this dental plan, former Subscribers and/or Eligible Dependents may be eligible, under federal (COBRA) and/or state statutes, to continue group coverage benefits, depending upon certain conditions contained in those laws. If a former Subscriber or Eligible Dependent elects to continue coverage under either the federal or state statute, if either is applicable, the Group under which benefits were formerly provided will be responsible to collect the applicable premium from the persons electing coverage. The applicable state or federal law will govern administration of the continuation coverage. Rights under those statutes are provided below:

In addition to continuation of coverage, you may have access to individual dental benefits plans that are more cost-effective for your needs. Please review your options at www.healthcare.gov and www.deltadentalcoversme.com.

A. Continuation Coverage Rights Under COBRA:

Introduction

You are receiving this information because you recently gained coverage under a group dental plan (the Plan). This section has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This section explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group dental coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review this policy or contact the Plan Administrator.

You may have other options available to you when you lose group dental coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group dental plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?

Qualified beneficiaries will be offered COBRA continuation only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to your employer.

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan Administrator is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group dental plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group dental plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.healthcare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information:**Plan Administrator**

The employer is the Plan Administrator. All notices and other communications regarding the Plan and regarding COBRA must be directed to the individual who is acting on behalf of the Plan Administrator.

For More Information

If you, your spouse or Dependent children have any questions about this notice or COBRA, please contact the Plan Administrator. Also, please contact the Plan Administrator if you wish to receive the most recent copy of the Plan's Dental Plan Description, which contains important information about Plan benefits, eligibility, exclusions and limitations.

XIII. General Conditions**Change of Status:**

The Subscriber shall notify his or her group of any event causing a change in the status of an Eligible Person. Events that can affect status include, but are not limited to, marriage, birth, death, divorce, etc.

Assignment:

Benefits of Eligible Persons are personal and cannot be transferred.

Physical Examinations:

In consideration of waiving physical examination of you or your eligible Dependent(s) and as a condition precedent to the approval of claims hereunder, Delta Dental shall be entitled to receive, to such extent as may be lawful and at its own expense, from any attending or examining Dentist or from hospitals in which a Dentist's service is provided, such information and records relating to attendance of, or examination of, or treatment provided to such person as may be required in the administration of such claim. At its own expense, Northeast Delta Dental shall have the right and opportunity to examine the insured when and as often as it may reasonably require while a claim for the insured is pending hereunder. However, Northeast Delta Dental shall, in every case, preserve the confidentiality of such information except as is necessary for the proper administration of Delta Dental programs.

Right of Recovery:

Northeast Delta Dental will succeed to the Eligible Person's right of recovery against any third person or organization that may be liable. The Eligible Person will authorize Northeast Delta Dental to do whatever is necessary to secure such rights.

Doctor-Patient Relationship:

The Eligible Person has the freedom to choose any Dentist or ODP. Dentists and ODPs rendering service under the Agreement are independent contractors and will maintain the traditional doctor-patient relationship. The Dentist or ODP will be solely responsible to the patient for dental advice and treatment and any resulting liability.

Loss of Eligibility During Treatment:

If an Eligible Dependent loses eligibility while receiving dental treatment, only covered services received while eligible will be considered for payment. Someone enrolled under your policy may lose eligibility if such person ceases to be an Eligible Person in accordance with the provision of Section II 19 of this DPD.

Cognitive Impairment or Functional Incapacity – Notice of Rights:

Under Maine law, a person having a mental or nervous disorder with a demonstrable organic origin causing cognitive impairment or functional incapacity, including, but not limited, to Pick's Disease, Parkinson's Disease, Huntington's Chorea or Alzheimer's Disease and related dementias (a "Cognitive Impairment or Functional Incapacity") has certain rights with respect to his or her coverage under this dental plan. The following are a list of those rights:

- (a) to designate a third party to receive notice of cancellation of this dental benefits plan;
- (b) to change the designated third party upon written request sent or given to Delta Dental;
- (c) to reinstatement of this dental plan if the coverage was cancelled due to non-payment of premium or other default.

Within ten (10) days of a request by an insured, Delta Dental will mail or cause to be personally delivered a Third Party Notice Request Form. In the event that coverage under this policy is to be terminated, Delta Dental shall provide, in addition to any other notice to the insured required by law, a notice of the pending cancellation to any third party properly designated by a covered person having a Cognitive Impairment or Functional Incapacity. Such notice shall contain all information required by law and shall be at least twenty-one (21) days prior to the expiration of the applicable payment grace period.

If a request for reinstatement of coverage is denied, notice of denial shall be provided to the subscriber, to any designated third party, and to the person making the request. The denial shall include notification of a thirty (30) day period once the denial is received during which a hearing before the Superintendent may be requested.

Notice of Legal Action:

You may not bring a legal action against Delta Dental under this policy until thirty (30) days after notice of claim. No such action shall be brought after the expiration of two (2) years after the time written notice of claim is required to be furnished.

Maintaining Your Privacy:

Northeast Delta Dental has always respected and carefully preserved the privacy and confidentiality of Subscribers and their Dependents. As part of that protection, compliance with all state and federal laws regarding privacy of personal and health information is maintained.

By receiving coverage pursuant to this dental plan, each Eligible Person, including a parent or guardian in the case of a minor Dependent, agrees that, except as restricted by applicable state and federal laws, Northeast Delta Dental may have access to all dental and health records, and medical data from Dentists, ODPs, and other health care providers providing services covered under this dental plan.

For a copy of Northeast Delta Dental's Notice of Privacy Practices which describes in detail our respective privacy practices, please visit our website www.nedelta.com. If you wish to have a copy mailed to you or have any questions about the privacy of your health information, please contact:

Privacy Officer
Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
(800) 537-1715

Entire Agreement; Amendment:

This DPD, together with the group contract application, Group Contract and the OOB constitute the entire contract of insurance. As referenced in this DPD, the provisions of this DPD are subject to the jurisdiction and requirements of the Maine Bureau of Insurance (the "Maine Bureau"). Additionally, we reserve the right to implement changes in American Dental Association (ADA) dental terminology and CDT codes and Delta Dental internal processing policies which do not materially affect the provisions of this DPD. Any material modification in this DPD shall be valid only if approved by the Maine Bureau and an executive officer of Northeast Delta Dental and evidenced by a written, signed amendment hereof or endorsement hereto. Any such amendment or endorsement will be provided to you at least sixty (60) days in advance of its effective date. No broker or agent has authority to change this document or waive any of its provisions.

XIV. Assignment of Benefits

Benefits will be paid directly to the Dentist if the Dentist is a Participating Dentist with the local Delta Dental member company. If the Dentist does not participate with the local Delta Dental member company, payment will be made to the Subscriber unless the state in which the services are provided requires that assignment of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made.

For services provided by Other Dental Providers which are required to be considered covered services by the law of the state in which the services were provided, payment will be made to the Subscriber unless the state in which the services are provided requires assignment of benefits to such Other Dental Providers be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made.

XV. Statement of ERISA Rights

The following statement is applicable to those dental plans subject to the provisions of the Employees Retirement Income Security Act of 1974 (ERISA):

Your Rights: As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

Receive Information About Your Plan and Benefits: Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employees Benefits Security Administration.

Obtain, on written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of latest annual report (Form 5500 Series) and updated Dental Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report.

COBRA and HIPAA Rights: Continue dental coverage for yourself, spouse or Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review the Dental Plan Description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries: In addition to creating rights for plan participants ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Enforce Your Rights: If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions: If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employees Benefits Security Agency, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employees Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employees Benefits Security Administration.

XVI. Exceptional Service Is Our Guarantee

Northeast Delta Dental is committed to providing exceptional service to all of our customers. In fact, we have established the region's first comprehensive guarantee program called ***Guarantee Of Service ExcellenceSM***.

As a Subscriber, you are very important to us. To emphasize our commitment, we guarantee our service in the following seven major areas.

- Smooth implementation to Northeast Delta Dental
- Exceptional customer service
- Quick processing of claims
- No inappropriate billing by Participating Dentists
- Accurate and quick turnaround of identifications cards
- Timely employee booklets
- Marketing service contacts

For example, if a Dentist charges for more than the appropriate Co-payments at the time of service, it's important that we hear from you so that we can resolve it quickly. If you call us with an inquiry, we promise to answer your question immediately or contact you to update our progress within one business day. Accurate ID cards and employee booklets will be mailed, generally to your employer, within 15 days of receiving a request, and we're committed to processing 90% of each group's yearly claims within 15 days.

Quality performance has always been an essential component of customer satisfaction. When an area is identified where we did not fulfill our promise, your feedback enables us to enhance our process and, therefore, serve you better. If you are not satisfied with our service, please let us know.

If you would like further information about this program, please call us at 603-223-1234.

Notes

*Northeast Delta Dental
Delta Dental Plan of Maine
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
www.nedelta.com*

*Customer Service
603-223-1234
800-832-5700
TTY/Hearing Impaired
800-332-5905*

*Corporate Office
603-223-1000
800-537-1715*