

INDIVIDUAL PREPAID DENTAL CARE SERVICE CONTRACT

**ACCEPTANCE
AND
CONTRACT**

The issuance of this signed CONTRACT by DDTN acknowledges acceptance of the SUBSCRIBER'S application for coverage. The coverage detailed in this CONTRACT is extended to the SUBSCRIBER at the rates stated herein. This CONTRACT constitutes the contract between DDTN and the SUBSCRIBER. Coverage is based upon the terms and conditions set out in this CONTRACT including all schedules, endorsements and amendments.

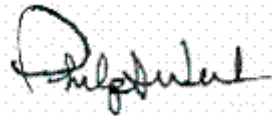
So long as SUBSCRIBER pays the PREMIUM as agreed, DDTN agrees to provide the BENEFITS described in this CONTRACT. BENEFITS will start at 12:01 AM Standard Time on the EFFECTIVE DATE. This CONTRACT will continue for the period of time shown on the Declaration Page. After the initial CONTRACT TERM, DDTN will extend this CONTRACT as described herein. CONTRACT may be ended in accordance with ARTICLE 7. If DDTN does not receive payments in accordance with this CONTRACT, it may suspend payment of claims.

THIS CONTRACT IS RENEWABLE AT THE OPTION OF DELTA DENTAL OF TENNESSEE. THIS CONTRACT IS CANCELABLE BY DELTA DENTAL OF TENNESSEE.

Any changes to the rates, terms or conditions of this CONTRACT will only be effective when issued in writing by DDTN. No agent or broker has the authority to change or waive any provisions of this CONTRACT.

This CONTRACT is issued the effective date stated on the Declaration Page by,

Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228
615-255-3175



Philip A. Wenk, D.D.S.

President & Chief Executive Officer
Title

ARTICLE 1. DEFINITIONS

As used in this CONTRACT:

- 1.01** "BENEFITS" means the amounts that DDTN will pay for dental services under this CONTRACT.
- 1.02** "BENEFIT YEAR" is the same 12 month period as the CONTRACT YEAR. No BENEFITS will be allowed before the EFFECTIVE DATE of the MEMBER'S coverage.
- 1.03** "CLAIM FORM" is the standard Attending Dentist Statement form used to file a claim or request predetermination of BENEFITS. CLAIM FORM also includes claims filed with DDTN electronically.
- 1.04** "CONTRACT" is this agreement between DDTN and SUBSCRIBER, including the Application, Declaration Page, all Schedules and all Endorsements and Amendments as issued by DDTN.
- 1.05** "CONTRACT TERM" is the time starting with the EFFECTIVE DATE and ending 12 months later, plus any renewals or extensions unless noted otherwise on the Declaration Page. The CONTRACT TERM will end with the termination or cancellation of the CONTRACT.
- 1.06** "CONTRACT YEAR" is the 12 months starting on the EFFECTIVE DATE and each subsequent 12 months while the CONTRACT is in effect.
- 1.07** "DDTN" is Delta Dental of Tennessee, a Tennessee Not-for-Profit Corporation. As used in this contract, DDTN may refer to Delta Dental of Tennessee acting on its own behalf or acting on behalf of or in conjunction with a member or members of the Delta Dental Plans Association.
- 1.08** "DEDUCTIBLE" is the amount the MEMBER must pay for services in any BENEFIT YEAR before BENEFITS will be paid by DDTN, subject to limitations shown on the Declaration Page.
- 1.09** "DENTIST" is a person licensed to practice dentistry when and where services are performed. DENTIST may also apply to auxiliary personnel legally authorized to perform services under the supervision of a person licensed to practice dentistry.
- 1.10** "DEPENDENT" is a Dependent of a SUBSCRIBER who is enrolled in this program.
- 1.11** "EFFECTIVE DATE" is 12:01 AM at the SUBSCRIBER's address on the date the CONTRACT begins, as shown on the Declaration Page.
- 1.12** "MAXIMUM PLAN ALLOWANCE" is the maximum fee DDTN will pay for a single procedure.
- 1.13** "MEMBER" is a SUBSCRIBER or a DEPENDENT who is enrolled in this dental program.
- 1.14** "NON-PARTICIPATING DENTIST" is any DENTIST who is not a member of DDTN or any other organization that is a member of Delta Dental Plans Association.
- 1.15** "OPEN ENROLLMENT PERIOD" is the last month of each CONTRACT YEAR. During this period, the SUBSCRIBER may change DEPENDENT coverage to be effective on the first day of the next CONTRACT YEAR.

- 1.16** "PARTICIPATING DENTIST" is a licensed DENTIST who is a member of DDTN or any other organization that is a member of Delta Dental Plans Association, and who has agreed to abide by their rules and regulations.
- 1.17** "PREMIUM" is the monthly amount paid by SUBSCRIBER to DDTN to provide coverage under this CONTRACT.
- 1.18** "PREVAILING FEE" is the fee for a single procedure which satisfies the fee of most PARTICIPATING DENTISTS.
- 1.19** "SUBSCRIBER" is the individual named in the Application.

ARTICLE 2. MONTHLY PREMIUMS

- 2.01** SUBSCRIBER will pay PREMIUMS to DDTN at the address shown in ARTICLE 6. DDTN may select any other address. SUBSCRIBER will make timely payment of PREMIUMS based upon the rates shown on the Declaration Page. Payment of PREMIUMS indicates the acceptance of this CONTRACT, its attachments, and later endorsements and amendments.
- 2.02** This CONTRACT will not be in effect until DDTN receives the first and second month's PREMIUM. All PREMIUMS are due at DDTN on the 1st day of the month for which coverage is being extended. PREMIUMS will be deemed late if they have not been received at DDTN by the delinquent date printed on the Declaration Page. If the PREMIUM is not received by the delinquent date, DDTN may stop paying claims until payment is received.
- Should PREMIUMS not be received at DDTN for 30 days after the 1st day of the month for which coverage is being extended, DDTN may cancel coverage in accordance with Article 7.
- 2.03** DDTN may change the rate of monthly PREMIUMS whenever the CONTRACT is amended or renewed.
- 2.04** DDTN will not accept premium payments from the SUBSCRIBER after this CONTRACT is cancelled for non-payment of PREMIUMS. In the event that DDTN does accept the payment of PREMIUMS after the CONTRACT is cancelled, the CONTRACT shall be reinstated. However, DDTN shall not cover the costs of dental services incurred during the 10 day period after the acceptance of PREMIUMS.

ARTICLE 3. LIMITATIONS AND EXCLUSIONS FOR ALL BENEFITS

- 3.01** DDTN will only pay the BENEFITS stated for each type of dental service described in the schedule or schedules of benefits. Not all dental services are BENEFITS under this contract. BENEFITS will only be provided for MEMBERS who are enrolled on the date of treatment. BENEFITS will be based on the date services were completed. Services must be provided by a DENTIST or properly licensed employee of DENTIST. To be a paid BENEFIT, services must be necessary and must be provided by generally accepted dental practice standards, as determined by the dental profession. DDTN will pay allowable BENEFITS based upon the percentages shown on the Declaration Page. Such percentages will be applied to the lesser of the MAXIMUM PLAN ALLOWANCE or the fees the DENTIST charges for the service. The MAXIMUM PLAN ALLOWANCE for in state

NON PARTICIPATING DENTISTS is limited to the PREVAILING FEE. Out of state NON PARTICIPATING DENTISTS are paid in accordance with each state's local business rules from information provided from the National Provider File.

DDTN will govern this plan as a DELTA USA program. A DELTA USA program is a program where DDTN and other Participating Plans have agreed to provide to MEMBERS the BENEFITS set forth in the CONTRACT. DDTN shall be the Control Plan for this CONTRACT. DDTN may act for itself and on behalf of each Participating Plan, for the purposes herein cited.

3.02

OPTIONAL SERVICES

- a) In cases where alternate or optional methods of treatment exist, BENEFITS are provided for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the DENTIST's treatment plan or to recommend which treatment should be provided. It is a determination of BENEFITS under terms of the MEMBER's coverage. The DENTIST and MEMBER should decide the course of treatment. If the treatment rendered is other than the covered BENEFIT, the difference between DDTN's allowance and the DENTIST's fee, up to the approved amount, for the actual treatment rendered is due from the MEMBER.
- b) Payment made by DDTN for any surgical service will include charges for routine post-operative exams or visits.
- c) In the event a MEMBER transfers from one DENTIST to another during the course of care, DDTN may limit BENEFITS. DDTN will limit BENEFITS to the amount that would have been paid had only one DENTIST rendered the service.

3.03

EXCLUSIONS

DDTN does not pay BENEFITS for:

- a) Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- b) Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- c) Cosmetic surgery or procedures for purely cosmetic reasons.
- d) Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, upper and lower jaw malformations. This does not exclude those services provided under Orthodontic BENEFITS, if covered.
- e) Treatment to restore tooth structure lost from wear.
- f) Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion; or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.
- g) Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation, and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- h) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the DENTIST for treatment in any such facility.

- i) Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.
- j) Services by a DENTIST beyond the scope of his license.
- k) Dental services for which the MEMBER incurs no charge.
- l) Dental services where charges for such care exceed the charge that would have been made and actually collected if no coverage existed.
- m) General Anesthesia or I.V. Sedation is a BENEFIT only when administered by a properly licensed DENTIST. It must be take place in a dental office in conjunction with covered surgical procedures or when necessary due to concurrent medical conditions.
- n) DDTN will apply the limitations and exclusions of this benefit plan based upon the MEMBER's complete and prior history as reflected in DDTN's records.

3.04 No change in BENEFITS will become effective during a CONTRACT TERM unless SUBSCRIBER and DDTN agree in writing.

ARTICLE 4. DEDUCTIBLE, MAXIMUM AND COORDINATION OF BENEFITS

4.01 DDTN will not pay BENEFITS until the contract year DEDUCTIBLE amount has been met. The contract year DEDUCTIBLE per MEMBER and/or per family is shown on the Declaration Page. The DEDUCTIBLE will apply for the contract year unless noted on the Declaration Page.

4.02 The DEDUCTIBLE applies to the benefit types as shown on Declaration Page. Only fees a MEMBER pays for services covered under the benefit schedules included in this CONTRACT will count toward satisfying the DEDUCTIBLE.

4.03 The DEDUCTIBLE and MAXIMUMS apply each CONTRACT YEAR.

4.04 MAXIMUM

DDTN will pay up to the Maximum Amount shown on Declaration Page.

4.05 COORDINATION OF BENEFITS

If a MEMBER is entitled to coverage under more than one insurance policy or benefit program, the BENEFITS of this CONTRACT will be subject to the following conditions:

- a) If the other program is not primarily a dental program, this program is primary.
- b) If the other program is for dental coverage, the following rules are applied:
 1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
 2. Where the patient is a dependent child: primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.

3. If there is a court decree stating that one parent has financial responsibility for a child's health care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.
- c) When primary coverage cannot be determined according to a) and b), the program which has covered the patient for the longer period will be primary.

If this coverage is primary, BENEFITS will be provided without regard to any other coverage. If this coverage is not primary, BENEFITS are limited to services which are BENEFITS of this CONTRACT that are not fully paid by any other coverage.

ARTICLE 5. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

5.01 CHOICE OF DENTIST. DDTN does not furnish covered services directly. DDTN pays for licensed DENTISTS to provide these services. A MEMBER may choose any DENTIST. MEMBERS should decide for themselves the professional qualification of the DENTIST they select. In Tennessee, participation in DDTN is open to all DENTISTS who are licensed in Tennessee. DENTISTS may not have previously had their participation in DDTN terminated for cause. Whether a DENTIST is a PARTICIPATING or NON-PARTICIPATING DENTIST should not be viewed as a statement about that DENTIST'S ability.

DDTN shares the public and professional concern about the possible spread of HIV and other infectious diseases in the dental office. However, DDTN cannot ensure your DENTIST'S use of precautions against the spread of such diseases. DDTN cannot compel your DENTIST to be tested for HIV or to disclose test results to DDTN or to you. DDTN informs its PARTICIPATING DENTISTS about the need for clinical safety measures as recommended by health authorities on this issue. If you have questions about your DENTIST'S health status or use of recommended clinical safety measures, you should discuss them with your DENTIST.

DDTN is not liable for any injuries or damages suffered due to the actions of any provider. DDTN is not liable for a DENTIST's refusal or failure to provide services.

5.02 CLINICAL EXAMINATION. Before approving a claim, DDTN may obtain from any DENTIST or hospital such information and records DDTN may require to administer the BENEFITS. DDTN may require a MEMBER be examined by a dental consultant, retained by DDTN, in or near his community or residence. Such information and records will be kept confidential.

5.03 CLAIM FOR BENEFITS. To make a claim for BENEFITS, the CLAIM FORM must be properly completed and submitted to DDTN or its designated agent. Electronic claims may be accepted. The DENTIST must maintain the supporting documentation. CLAIM FORMS should be sent to:

Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228

5.04 PREDETERMINATION. A DENTIST may file a CLAIM FORM showing the services he or she recommends. DDTN then will predetermine the BENEFITS payable under this CONTRACT. Payment will only be made for predetermined services if the MEMBER remains eligible and has not exceeded his or her annual maximum BENEFITS. A CLAIM FORM requesting a predetermination may be submitted electronically.

5.05 PROOF OF LOSS. Proof of loss must be furnished to DDTN within 15 months after completion of treatment for which BENEFITS are payable. Any claim filed after this period will be denied.

5.06 FIRST AND SECOND LEVEL REVIEW OF CLAIMS DENIAL. After a claim is processed, DDTN will send an Explanation of Benefits (EOB) to the SUBSCRIBER. If any payment for services was denied, the EOB will give the reason why. A SUBSCRIBER has 180 days after receiving an EOB to request a first level review. All requests for review must be submitted to DDTN in writing. All requests for review must give reasons the denial was wrong. The SUBSCRIBER may also ask to look at any records to aid his or her review. DDTN will make a review and may ask for more documents if needed. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for review.

If the SUBSCRIBER does not agree with the first level review decision, he or she may refer the request for review to the Professional Relations Advisory Committee of DDTN. This second level review must be in writing and received by DDTN within a reasonable time after the SUBSCRIBER receives the first level review decision. Unless unusual circumstances arise, a decision will be sent to the SUBSCRIBER within 30 days after DDTN receives the request for second level review.

If the subscriber does not agree with the second level review decision, he or she may file civil action in court.

5.07 TERMINATION OF BENEFITS ON LOSS OF ELIGIBILITY. DDTN will not pay BENEFITS for any services received by a patient who is not eligible at the time of treatment. SUBSCRIBER will repay DDTN for any payments made because of errors or delays in reporting required of the SUBSCRIBER.

5.08 TO WHOM BENEFITS ARE PAID. BENEFITS provided under this CONTRACT will be paid as follows:

- a) For services provided by a PARTICIPATING DENTIST, payment will be made to the PARTICIPATING DENTIST.
- b) For services provided by a NON-PARTICIPATING DENTIST, payment will be made to SUBSCRIBER. Payment may be assigned to the DENTIST.

ARTICLE 6. GENERAL PROVISIONS

6.01 ENTIRE CONTRACT: CHANGES. This CONTRACT, including Schedules, the Application, Declaration Page and any Endorsements or Amendments issued by DDTN make up the entire agreement between the parties. No agent has authority to change this CONTRACT. No agent has authority to waive any of its provisions. No change in this CONTRACT will be valid unless made in writing and issued by DDTN.

6.02 SEVERABILITY. If any part of this CONTRACT or any amendment is found to be illegal, void or not enforceable, all other portions will remain in full force and effect.

6.03 CONFORMITY WITH STATE LAWS. The laws of the State of Tennessee will govern this CONTRACT. Any part of this CONTRACT which, on its EFFECTIVE DATE, conflicts with the laws of Tennessee is hereby amended to conform to the minimum requirements of such laws.

6.04 **LEGAL ACTIONS.** No action at law or in equity will be brought before 60 days after proof of loss has been filed as required by this CONTRACT. Any action must be brought within 3 years from the time proof of loss is required by this CONTRACT. In any case, action may only be brought after a MEMBER has exercised all the review and appeal rights to be had under this CONTRACT.

6.05 **CHOICE OF JURISDICTION.** All litigation related to the terms or conditions of this CONTRACT will be in a court of competent jurisdiction in Davidson County, Tennessee.

6.06 **APPLICATION CONFLICTS.** The terms of the CONTRACT, Schedules of Benefits and Declaration Page, along with any Amendments or Endorsements issued by DDTN, will, in all cases, be controlling. In the case of a conflict with the SUBSCRIBER Application, the CONTRACT, Schedules of Benefits and Declaration Pages along with any Amendments or Endorsements issued by DDTN will govern.

6.07 **PROFESSIONAL RELATIONSHIP.** SUBSCRIBER and DDTN agree to permit and encourage the professional relationship between DENTIST and patient to be maintained without interference.

6.08 **NOTICE: WHERE DIRECTED.** All notices under this CONTRACT must be in writing. Notices for DDTN will be addressed to:

Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228

Notices to the SUBSCRIBER will be sent to the address shown on the Declaration Page. All notices will be effective 48 hours after deposit in the United States mail with fully prepaid postage. If agreed to in writing by SUBSCRIBER, DDTN may send notices electronically to the electronic mail address listed on the SUBSCRIBER application or other electronic mail address as requested by the SUBSCRIBER.

6.09 **RIGHT TO RECOVERY.** DDTN will have the right to recover any BENEFITS greater than the maximum amount of allowable BENEFITS. DDTN will recover the excess from any persons to whom the payment was made, insurance companies or other parties involved. Any MEMBER covered under this CONTRACT will execute and deliver any necessary documents and do whatever is needed to secure such rights to DDTN.

6.10 **SUBROGATION.** DDTN assumes the MEMBER'S legal rights to recovery for payment for dental services the patient required because of the action or fault of another. DDTN has the right to recover from the MEMBER any payments made by or for the other party. In such cases, DDTN has the right to recover amounts equal to the BENEFITS paid by DDTN plus all collection cost.

DDTN has the right to make the recovery by suit, settlement or otherwise from the person who caused the dental problem or injury. Such recovery may be from the other person, his or her insurance company, or any other source such as third party motorist coverage. Such recovery from a judgment must be for medical expenses.

The MEMBER must help DDTN make a recovery. They must give requested information and sign needed papers. DDTN will be entitled to any recovery received by the MEMBER. DDTN will be entitled to reasonable and necessary attorney's fees and court costs.

6.11 **AMENDMENTS.** This CONTRACT may be amended or canceled by agreement between DDTN and SUBSCRIBER.

- 6.12** **COLLECTIONS.** Should any payment owed DDTN by SUBSCRIBER be due for more than 30 days, DDTN may pursue any and all collection efforts it deems necessary to collect such payment. SUBSCRIBER will be responsible for all cost of such collection efforts including but not limited to collection fees, court cost and reasonable legal fees.
- 6.13** **SUBCONTRACTOR(S) AND AGENT(S).** DDTN may subcontract certain functions or appoint an agent or agents to act on DDTN's behalf and fulfill expressed, limited duties under this contract. Such agent(s) have no authority to change or modify this agreement.
- 6.14** **SUBSCRIBER APPLICATION.** No statement by the SUBSCRIBER in the Application for Dental Coverage shall void this CONTRACT or be used in legal proceedings, unless the Application or exact copy is included in or attached to this CONTRACT.

ARTICLE 7. RENEWAL AND CANCELLATION

- 7.01** At the end of CONTRACT TERM, DDTN must give the SUBSCRIBER 30 days notice of any change of PREMIUM or BENEFITS. Such notice will renew the CONTRACT unless SUBSCRIBER provides written notice of cancellation.
- 7.02** This CONTRACT may be canceled only as follows:
- a) By SUBSCRIBER with at least 15 days prior written notice at the end of a CONTRACT TERM.
 - b) By DDTN with at least 30 days prior written notice at the end of a CONTRACT TERM.
 - c) By DDTN, if SUBSCRIBER:
 - 1) does not pay PREMIUM, as required by ARTICLE 2; or
 - 2) misrepresents any information required in the CONTRACT or on the Application for Dental Coverage; or
- 7.03** DDTN must give SUBSCRIBER at least 10 days written notice to cancel the CONTRACT because SUBSCRIBER did not pay PREMIUM. Such notice shall allow a 30 day grace period from the PREMIUM due date. Cancellation for any other reason requires 30 days written notice.
- If the CONTRACT is canceled, SUBSCRIBER will owe DDTN all unpaid PREMIUMS due prior to cancellation. SUBSCRIBER must pay DDTN PREMIUMS through the cancellation date within 10 days of cancellation. DDTN may collect the greater of any unpaid premium or the reimbursement for any claim payments made. DDTN may also collect a service fee equal to 12% of the claim payments.
- 7.04** DDTN will not continue to pay BENEFITS for services performed after the cancellation date of this CONTRACT.

ARTICLE 8. ATTACHMENTS

These documents are attached to this CONTRACT and made a part of it:

SCHEDULE A - SCHEDULE OF BENEFITS, LIMITATIONS AND EXCLUSIONS.

SCHEDULE B – ORTHODONTIC BENEFITS, LIMITATIONS AND EXCLUSIONS (if a covered benefit)

SCHEDULE C - ELIGIBILITY AND ENROLLMENT

Application for Dental Coverage (if applicable)

Declaration Page

**DELTA DENTAL OF TENNESSEE
SCHEDULE A
SCHEDULE OF BENEFITS, LIMITATIONS AND EXCLUSIONS**

In addition to the benefits, limitations and exclusions listed below, the General Limitations and Exclusions found in Article 3 of this CONTRACT apply to this plan.

A. Diagnostic & Preventive Benefits, Limitations & Exclusions

- 1) Oral examinations and cleanings (prophylaxis).
 - a) Oral exams and cleanings, to include periodontal maintenance procedures, are limited to two times in any 12 month period.
 - b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible members include:
 - (1) Diabetics with periodontal disease
 - (2) Pregnant women with periodontal disease
 - (3) Individuals with renal failure/dialysis
 - (4) Individuals with suppressed immune systems (undergoing chemotherapy or radiation treatment, HIV positive, organ transplant patients, stem cell/bone marrow transplant patients)
 - c) Adult prophylaxis for members under 14 years of age is not allowed.
 - d) Comprehensive oral examinations or extensive oral examinations performed by the same dentist are allowed once within 36 months.
- 2) X-rays.
 - a) One set of bite-wing x-rays is covered in a 12 month period.
 - b) Full mouth x-rays are covered once within 3 years, unless special need is shown.
- 3) Fluoride. Topical application of fluoride is covered for members up to 19 years of age.
- 4) Space maintainers. Space maintainers are covered for members 14 years of age and under.

B. Sealant Benefits, Limitations & Exclusions

Sealants – resin filling used to seal grooves and pits on the chewing surface of permanent molar teeth.

- 1) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars.
- 2) Sealants are only a benefit on members under 16 years of age.
- 3) Only one benefit will be allowed for each tooth within a lifetime.

C. Basic Benefits, Limitations & Exclusions

- 1) Simple extractions.
- 2) General Anesthesia & I.V. Sedation is covered only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions.
- 3) Minor Restorations – amalgams (silver fillings) composites (white fillings) and prefabricated stainless steel crown restorations for the treatment of decay.
 - a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.
 - b) The replacement, by the same dentist or dental office, of amalgam or composite restorations within 24 months is not allowed.
 - c) The replacement, by the same dentist or dental office, of a stainless steel crown within 24 month of the initial placement is not allowed.
- 4) Gold foil restorations and porcelain, composite, and metal inlays are Optional Services.
- 5) Denture Repairs – services to repair complete or partial dentures.

D. Oral Surgery Benefits, Limitations & Exclusions.

Oral Surgery – complex extractions and other surgical procedures (including pre- and post operative care).

E. Endodontic Benefits, Limitations & Exclusions

Endodontia – treatment of the dental pulp (root canal procedures).

- 1) Payment for root canal treatment includes charges for x-rays and temporary restorations.
- 2) Root canal treatment is limited to once in a 24 month period by the same dentist or dental office.

F. Periodontic Benefits, Limitations & Exclusions

Periodontia – treatment of the gums and bones that surround the tooth.

- 1) Payment for periodontal surgery shall include charges for three months post operative care and any surgical re-entry for a three year period.
- 2) Root planing, curettage and osseous surgery are not a benefit for members under 14 years of age.
- 3) Scaling and root planing procedures are allowed once within 24 months.
- 4) A Graft using synthetic materials is not a benefit.

G. Major Restorative Benefits, Limitations & Exclusions

Cast Restorations. Crowns and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.

- 1) Replacement of crowns or cast restorations received in the previous five years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.
- 2) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.
- 3) Procedures for purely cosmetic reasons are not benefits.
- 4) Porcelain, gold or veneer crowns for children under 12 years of age are not a benefit.

H. Prosthodontic Benefits, Limitations & Exclusions

- 1) Prosthodontics. Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.
 - a) Replacement of any fixed bridges or partial or complete dentures that the member received in the previous five years is not a benefit.
 - b) Payment for a complete or partial denture shall include charges for any necessary adjustment within a six month period.
 - c) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.
 - d) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit.
 - e) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.
 - f) Temporary partial dentures are a benefit only when upper anterior teeth are missing.
- 2) Complete or Partial Denture Reline and Rebase procedures. Payment for a reline or rebase of a partial or complete denture is limited to once in a three year period and includes all adjustments required for six months after delivery.

I. Implant Benefits, Limitation and Exclusions

Implants. The surgical placement of an endosteal (in the bone) implant and the connecting

abutment are covered benefits.

- 1) Replacement of implants or abutments received in the previous five years is not a benefit.
- 2) The removal of an implant is allowed once per lifetime.
- 3) Specialized techniques are not benefits (ie. bone grafts, guided tissue regeneration, precision attachments, etc.)
- 4) Implant maintenance procedures are allowed once in a 12 month period.

DELTA DENTAL OF TENNESSEE
SCHEDULE B
ORTHODONTIC BENEFITS, LIMITATIONS AND EXCLUSIONS

In addition to the benefits, limitations and exclusions listed below, the General Limitations and Exclusions found in Article 3 of this CONTRACT apply to this plan.

A. Orthodontic Benefits, Limitations & Exclusions

- 1) Orthodontics. Procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.
 - a) Orthodontic benefits are limited to members shown on the Declaration Page. DDTN shall make regular payments for orthodontic benefits.
 - b) If orthodontic treatment began prior to enrolling in this plan, DDTN will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible.
 - c) Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.
 - d) Benefits are not paid to repair or replace any orthodontic appliance received.
 - e) Orthodontic benefits do not pay for extractions or other surgical procedures. However, these additional services may be covered under other benefits of this plan.
 - f) The initial payment (initial banding fee) made by DDTN for comprehensive treatment will be 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.
 - g) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will begin in the month following the appliance placement date and are subject to your copayment percentage and lifetime maximum.

**DELTA DENTAL OF TENNESSEE
SCHEDULE C
ELIGIBILITY AND ENROLLMENT**

- A.** To be eligible for this individual dental plan, the SUBSCRIBER must be a resident of the State of Tennessee.
- B.** DEPENDENTS will become eligible along with the SUBSCRIBER or as soon after that as they become DEPENDENTS. The following family members of the SUBSCRIBER may be considered DEPENDENTS:
- a) Lawful husband or wife;
 - b) Children from birth to the Dependent Age Limit stated on the Declaration Page. "Child" includes a natural child, step child, adopted child, foster child or a child for which the SUBSCRIBER is legal guardian.
- A child reaching the Dependent Age Limit may continue to be eligible. Such DEPENDENT child must not be able to support them self because of mental incapacity or physical handicap. Such disabling condition shall have begun before reaching the Dependent Age Limit. Proof of these facts must be given to DDTN within 31 days if requested. Proof will not be required more than once a year.
- C.** DEPENDENTS in military service are not eligible.
- D.** A Qualified Life Status Change will be defined by current Federal law.
- E.** Any MEMBER who drops coverage may only re-apply for coverage after having been out of the plan for 12 consecutive months except in the event of a related Qualified Life Status Change.
- F.** For coverage to be in effect, DDTN must have received the enrollment information and the payment of that month's PREMIUM. The monthly PREMIUM for a MEMBER must have been paid for coverage to be in effect for that month.
- G.** Enrollment information must be furnished to DDTN in a timely manner. Retroactive additions and terminations will not be allowed.
- H.** By the EFFECTIVE DATE of the program, SUBSCRIBER will furnish eligibility information for all MEMBERS. This information shall include the SUBSCRIBER'S name, social security number, date of birth, and DEPENDENT coverage information.
- I.** DEPENDENTS may be enrolled under the following rules:
- a) DEPENDENTS must enroll at the time the SUBSCRIBER becomes eligible, or as soon after that as they become DEPENDENTS. Otherwise DEPENDENTS may only enroll during an OPEN ENROLLMENT PERIOD. DEPENDENTS from birth to age 3 may enroll at any time.
 - b) After enrollment, DEPENDENT coverage shall continue while the SUBSCRIBER has coverage. DEPENDENT coverage shall cease if they no longer meet the definition of

DEPENDENT or the SUBSCRIBER chooses to drop DEPENDENT coverage. If DEPENDENT coverage is dropped, DEPENDENTS may re-enter this plan during the first OPEN ENROLLMENT PERIOD after having been out of the plan for 12 consecutive months.

- J.** Possession of an I.D. card does not guarantee a MEMBER is eligible for BENEFITS. Eligibility may be confirmed by calling DDTN's Customer Service Representatives.
- K.** DDTN will not continue to pay BENEFITS for any MEMBERS when they lose eligibility.



**Delta Dental of Tennessee
Family and Individual Plans
Superior Advantage Benefits
Declaration Page**

Last Name Ynzunza First Name Betty
 Address 252 Heritage Square
 City Medina State TN Zip 38355
 Effective Date 05/01/2020 Contract Term 12 Months
 Benefit Year 12 months following the Effective Date

Type of Coverage: Delta Dental PPO Billing ID# N/A

Eligibility Requirements

Subscriber must reside in the state of Tennessee

Monthly Premiums

Basis of Payment: Prepaid Dental Plan

	Monthly Premium	Monthly Billing Fee	Total Monthly Rate
Participant	\$31.63	\$2.50	\$34.13

PREMIUMS will be deemed delinquent if not received by the 5th of each month.

Co-insurance percentage to be paid by Delta Dental of Tennessee (subject to deductibles and maximums):

# of Months Enrolled Network Provider	1-12 Months		13-24 Months		25-36 Months		37+ Months	
	PPO	Non Par	PPO	Non Par	PPO	Non Par	PPO	Non Par
Diagnostic and Preventive	100%	80%	100%	80%	100%	80%	100%	80%
Sealants	50%	40%	80%	60%	80%	60%	80%	60%
Basic Services	50%	40%	80%	60%	80%	60%	80%	60%
Fillings	50%	40%	80%	60%	80%	60%	80%	60%
Endodontics	25%	10%	50%	40%	50%	40%	50%	40%
Periodontics	25%	10%	50%	40%	50%	40%	50%	40%
Complex Oral Surgery	25%	10%	50%	40%	50%	40%	50%	40%
Major Restorative	25%	10%	50%	40%	50%	40%	50%	40%
Prosthodontics	25%	10%	50%	40%	50%	40%	50%	40%
Implants	25%	10%	50%	40%	50%	40%	50%	40%
Annual Maximum		\$500		\$1,000		\$1,250		\$1,500
Single/Family Deductible*		\$50/\$150		\$50/\$150		\$50/\$150		\$50/\$150

*The deductible does not apply to In-Network Diagnostic and Preventive benefits.

Age Limit

The Child Dependent age limit is 26.

Members enrolled in this plan:

Betty Ynzunza - Policyholder;