Dear Valued Subscriber:

Thank you for selecting Delta Dental of Oklahoma (DDOK) for your individual and/or family dental benefits plan. It is our pleasure to serve you.

Please read the enclosed Individual Dental Policy for a full explanation of your benefits eligibility, exclusions, limitations, and maximums. Additionally, there is information related to your privacy.

We encourage all of our members to register for *Spotlight*, our online oral health services site. *Spotlight* provides secure access to real-time information regarding your dental benefits, including plan documents, electronic ID card, explanation of benefits (EOBs), answers to frequently asked questions, billing/payment information, and more. **You will receive an email when you are eligible to register for Spotlight**.

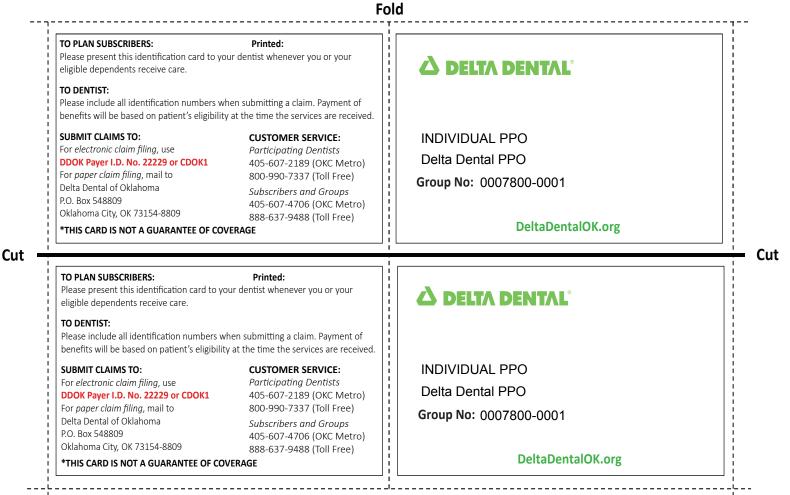
If you have any questions or need additional information please do not hesitate to contact us. Our Customer Service Department is available Monday – Thursday, 7:00 a.m. – 6:00 p.m. and Friday, 7:00 a.m. – 5:00 p.m. at 405-607-4706 (OKC Metro) or 888-637-9488 (Toll Free).

Thank you again for selecting Delta Dental of Oklahoma. Advancing the oral wellness of all Oklahomans is part of our company's not-for-profit mission, and we are proud to partner with you in your commitment for greater oral health.

Respectfully,

Delta Dental of Oklahoma

**Delta Dental of Oklahoma** 16 NW 63<sup>rd</sup> Street Oklahoma City, OK 73116 405-607-4706 (OKC Metro) 888-637-9488 (Toll Free) 405-607-2157 (Fax)



HELP FIGHT INSURANCE FRAUD! For security purposes, please DO NOT print your name or social

security number on this card.

**NOTE:** When receiving services at the dentist, please provide the name and social security number of the employee covered under this plan, not those of the covered dependents.

#### INDIVIDUAL DENTAL POLICY

**THIS INDIVIDUAL DENTAL POLICY**, sometimes referred to as "the Policy", is issued to the Policyholder by Delta Dental Plan of Oklahoma, Inc., sometimes referred to as "DDPOK", an Oklahoma nonprofit dental service corporation with its main office in Oklahoma City, Oklahoma.

If any state or federal legislation is in effect, enacted, or amended requiring a change in the Dental Expense Benefits described in this Policy, appropriate modification may be made in the Benefits provided under the Policy.

#### SECTION 1. DEFINITIONS:

The following terms have the following meanings:

- A. **ANNIVERSARY DATE**: The yearly recurring date on which this Policy continues, as set forth in Section 8.A. of this Policy.
- B. **BENEFICIARY**: Someone who receives, or is entitled to receive, the Benefits of an insurance contract.
- C. **BENEFITS**: The payment of any kind for those services which are made available to eligible Policyholders and their Dependents under the terms of this Policy and which are listed as part of this Policy.
- D. **BENEFIT YEAR**: A period beginning from the Policyholder's effective date, and ending December 31 of the same year, initially. A twelve (12) month period beginning January 1 and ending December 31 each year thereafter so long as this Policy is in effect or until modified.
- E. **COPAYMENT**: The amount the Policyholder is required to pay in addition to DDPOK's payment.
- F. **COVERED SERVICES**: Those Dental Services which are made available to eligible Policyholders or Dependents under the terms of this Policy, which are listed as part of this Policy, and determined by DDPOK to be both covered and necessary, as defined in the appendix(ices) attached and forming a part of this Policy by reference herein.
- G. **DEDUCTIBLE**: The specified dollar amount a Policyholder or Dependent is required to pay each Benefit Year before DDPOK will pay specific Benefits, as defined in the appendix(ices) attached and forming a part of this Policy by reference herein.
- H. **DELTA DENTAL**: Delta Dental Plan of Oklahoma or any Delta Dental Plan that is a member of the Delta Dental Plans Association.
- I. **DENTAL SERVICES**: Care and procedures rendered by Dentists for diagnosis or treatment of dental disease or injury.
- J. **DENTIST**: A person duly licensed to practice dentistry in the State of Oklahoma; or a person duly licensed to practice dentistry in the state in which the Dental Services are rendered.
- K. **DEPENDENT**: A person, other than the Policyholder, who is eligible for Benefits based upon the eligibility of the Policyholder, or as otherwise covered by this Policy.
- L. **ELIGIBILITY**: Those terms and conditions that allow an individual to become a participant in this Policy.

- M. **EXPLANATION OF BENEFITS**: A form issued upon adjudication of a claim, as required by law, indicating the Dental Service(s) performed, the amount of charges paid by the Policy, and the amount of charges the Policyholder is responsible to pay.
- N. LIMITATIONS AND EXCLUSIONS: Those procedures for which no Benefits or reduced payments are made and for which there is no coverage provided in the Policy. Policyholder, as defined in the Policy herewith, agrees to all benefit terms and conditions, Limitations and Exclusions, and other Policy benefit conditions as found herein and in the appendix(ices) attached and forming a part of this Policy by reference herein. The appendix(ices) defines substantially all of the benefit claims, Limitations, and Exclusions utilized in the ordinary course of business; however, the complete benefit Limitations and Exclusions of this Policy may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for Predetermination of Benefits and for claim adjudication payment. In order to be apprised of the current, complete benefit Limitations and Exclusions for this Policy, please contact Delta Dental Plan of Oklahoma, Customer Service Department, P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709.
- O. **MAXIMUM ALLOWABLE AMOUNT**: The maximum dollar amount on which the benefit payment is based for each dental procedure.
- P. **MAXIMUM BENEFIT PAYMENT**: The maximum dollar amount DDPOK will pay in any Benefit Year for Covered Services, as defined in the appendix(ices) attached and forming a part of this Policy by reference herein.
- Q. **NONPARTICIPATING DENTIST**: A Dentist who has not signed a Participating Dentist Agreement with Delta Dental.
- R. PARTICIPATING DENTIST: A Dentist who has filed and executed a Participating Dentist Agreement with Delta Dental, and who abides by such uniform rules and regulations as are prescribed, from time to time, by DDPOK. A list of Delta Dental Participating Dentists is provided upon request, without charge, as a separate document.
  - 1. <u>Delta Dental Premier Participating Dentist</u> a Participating Dentist in the Delta Dental Premier network.
  - 2. <u>Delta Dental PPO Participating Dentist</u> a Participating Dentist in the Delta Dental PPO network.
- S. **POLICY**: This document, including any appendix(ices) or attachments forming a part of this Policy.
- T. **POLICYHOLDER**: The person determined by DDPOK to be eligible to enroll for coverage for himself or herself, and his or her eligible Dependents, and who continues to be eligible for Benefits hereinafter provided, shall be included in this Policy as a Policyholder and be eligible for Benefits unless DDPOK expressly agrees, in writing, to the contrary.
- U. **PREDETERMINATION**: The procedure whereby DDPOK notifies the Dentist or Policyholder of estimated Benefits and financial obligations of the Policy and of the Policyholder with regard to the Dentist's recommended treatment plan, prior to the rendition of service to the patient.
- V. **PREMIUM PAYMENT PERIOD**: The period of time for which the Policyholder chooses to pay premium. The Policyholder may choose a Premium Payment Period of one (1) month or one (1) year.
- W. **PREVAILING FEE**: An amount established by the Delta Dental Plan in the state in which the Dental Services are rendered.

- X. **PROCESSING POLICIES**: Policies approved by DDPOK's Board of Directors, as amended from time to time, to be used in processing treatment plans for Predetermination of Benefits and for claim adjudication payment. Said Processing Policies may be provided, upon request without charge, as a separate document, by DDPOK.
- Y. **SINGLE DENTAL PROCEDURE**: A dental procedure listed in the Uniform Procedure Code and Nomenclature of the American Dental Association.

#### SECTION 2. ELIGIBILITY AND ENROLLMENT:

#### A. ELIGIBILITY.

#### 1. Policyholder Eligibility.

To be eligible for coverage as a Policyholder, you must be of legal age, as defined by Oklahoma statutes, and a resident of the state of Oklahoma.

If you are eligible for coverage as a Policyholder and your valid enrollment documentation and payment is received by DDPOK on the first (1st) through the nineteenth (19th) day of the month, your coverage under the Policy becomes effective the first of the month next following the date of DDPOK's receipt or the first of the second month following the date of DDPOK's receipt, whichever you choose. If your valid enrollment documentation and payment is received by DDPOK on the twentieth (20th) through the last day of the month, your coverage under the Policy becomes effective the first of the second month or the first of the third month, whichever you choose. Payment for coverage must also begin on the effective date of coverage.

#### 2. Dependent Eligibility.

If Dependent coverage is available under the Policy, a Policyholder is eligible for Dependent coverage on the later of the date he or she becomes eligible for coverage or the date he or she first acquires an eligible Dependent. Coverage for the newly-acquired Dependent(s) will become effective the first of the month coinciding with or next following the date the Policyholder acquired such new Dependent, provided the appropriate form requesting such change is received by DDPOK within thirty (30) days of Policyholder acquiring such new Dependent(s).

A person may not be simultaneously enrolled under the Policy as both a Policyholder and as a Dependent of another Policyholder; nor may a person be enrolled in the Policy as a Dependent of more than one Policyholder.

A Dependent is defined as the spouse to whom the Policyholder is legally married and children of the Policyholder by natural birth (biological children), legal adoption or guardianship, and marriage (stepchildren); foster children; or any child who lives with the Policyholder in a regular parent-child relationship, provided all such children are: (a) unmarried; (b) not in active military service; (c) legally dependent upon the Policyholder for support and maintenance; and (d) the Policyholder's Dependents for federal income tax purposes unless there is a court order which awards the dependency exemption(s) to the non-covered parent.

A dependent child, as defined above, is eligible for coverage until 11:59:59 p.m. (CT) of the last day of the month in which such child attains the age of twenty-six (26).

#### B. ENROLLMENT.

Enrollment is voluntary, however, except for qualifying family status changes, any request to change enrollment status will be allowed only on the Anniversary Date of this Policy, and provided such request for change is received by DDPOK within the thirty (30) day period immediately following the effective date of the qualifying family status change.

#### SECTION 3. DISQUALIFICATION, INELIGIBILITY, AND FORFEITURE.

Any eligible Policyholder waiving coverage for eligible Dependents or failing to enroll eligible Dependents within thirty (30) days of such eligible Dependents' initial eligibility shall be ineligible for Dependent enrollment except on a subsequent Anniversary Date of this Policy.

If an enrolled person's coverage is voluntarily discontinued under this Policy prior to the end of the annual Benefit Year in which coverage is voluntarily terminated, such person shall be eligible for future enrollment provided a minimum of twelve (12) months has elapsed from the most recent date on which coverage was voluntarily discontinued.

#### SECTION 4. AMENDMENTS OR TERMINATION.

#### A. Policyholder Amendment.

A request to change enrollment status due to a qualifying change in family status will be allowed during the Benefit Year provided the request for such change is received by DDPOK within the thirty (30) day period immediately following the date of the family status change. Such change will be effective the first of the month following the date of the family status change. Qualifying family status changes include, but are not limited to, marriage, birth, legal adoption, loss of other coverage, divorce, loss of eligible Dependent status, and/or death.

#### B. Policyholder Termination.

Under the terms of this Policy, a Policyholder can apply to terminate his or her coverage if DDPOK receives the appropriate request form within thirty (30) days prior to the date termination is requested.

All Benefits for Policyholder and his or her enrolled Dependents under this Policy will cease at 11:59:59 p.m. (CT) on the date this Policy is terminated.

Enrolled Policyholders whose coverage under the Policy is voluntarily discontinued prior to the end of the annual Benefit Year in which coverage is voluntarily terminated will be eligible to re-enroll in the future provided a minimum of twelve (12) months has elapsed from the most recent date on which coverage was voluntarily discontinued.

#### SECTION 5. POLICYHOLDER RESPONSIBILITIES:

The Policyholder agrees:

- A. To notify DDPOK within thirty (30) days in the event of any covered Dependent ceasing to be an eligible Dependent as defined in Section 2.A.2. of this Policy,
- B. To remit payment for the first month's premium to DDPOK at the time of enrollment for Policyholder coverage. If you do not pay your first month's premium, no coverage is provided. You may choose a monthly or annual Premium Payment Period. DDPOK will accept payment by electronic funds transfer or credit card for all periods. Premiums are due on the first day of the Premium Payment Period. The premium

for each renewal period after the initial Policy term must be paid directly to DDPOK by the premium due date in order to maintain coverage and keep this Policy in force. A renewal period's premium due date is the first day of that renewal period. If you do not pay the required premium to DDPOK by the due date, this Policy will automatically terminate on the last day of the month for which premium is paid.

- C. To notify the Dentist at the time of his or her first appointment that he or she is covered hereunder and provide the Dentist with Policyholder's Policy identification number, that can be found on the identification card, and Policyholder's social security number.
- D. To all benefit terms and conditions, Limitations and Exclusions, and other Policy benefit conditions as found herein and in the appendix(ices) attached and forming a part of this Policy by reference herein. The appendix(ices) defines substantially all of the benefit claims, Limitations, and Exclusions utilized in the ordinary course of business; however, the complete benefit Limitations and Exclusions of this Policy may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for Predetermination of Benefits and for claim adjudication payment. If any state or federal legislation is in effect, enacted, or amended requiring a change in the Dental Expense Benefits described in this Policy, appropriate modification may be made in the Benefits provided under the Policy. In order to be apprised of the current, complete benefit Limitations and Exclusions for this Policy, please contact Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709.
- E. To reimburse DDPOK for all claims payments issued to Dentist(s) or Policyholder for services provided to the Policyholder's Dependent after termination of such Dependent's eligibility, as defined in Section 2.A.2. of this Policy, if Policyholder has not properly notified DDPOK of such Dependent's eligibility as provided in Section 5.A. of this Policy. Such reimbursement to be remitted to DDPOK within thirty (30) days of DDPOK's issuance of notification to Policyholder.
- F. To notify DDPOK if/when Policyholder is no longer a resident of the State of Oklahoma.

#### SECTION 6. DDPOK RESPONSIBILITIES:

#### DDPOK agrees:

- A. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure adequate choice of Dentist.
- B. To make available to Policyholder, Dependents, and Beneficiaries a complete list of Delta Dental Network Participating Dentists in the state of Oklahoma.
- C. To provide professional review of the adequacy and appropriateness of services rendered by Dentists.
- D. To encourage each Dentist to schedule and render all dental treatment provided in this Policy in accordance with applicable standards of the dental profession in his or her community.
- E. To encourage Participating Dentists to complete and submit for Predetermination of Benefits a standardized Attending Dentist Statement prior to rendition of service, except for emergency services or brief routine services, indicating the Policyholder's or eligible Dependent's dental needs and treatment necessary in the professional judgment of the Dentist and to notify the Policyholder or eligible Dependent of all actions taken by DDPOK with respect to such Attending Dentist Statement.
- F. To issue a notice of Predetermination regarding the Attending Dentist Statement when satisfied that the patient is eligible hereunder. Such Predetermination by DDPOK shall be for a maximum period of three

hundred sixty-five (365) days from the date of Predetermination by DDPOK (one hundred eighty [180] days for periodontal procedures), but not longer than the period of this Policy as stated in Section 8.A.

- G. To make no payments for any services rendered to a patient who is not eligible at the time of rendition of the service, except for completion of a Single Dental Procedure which commenced at the time the patient was entitled to Benefits and completed no later than sixty (60) days after termination of eligibility.
- H. To issue an Explanation of Benefits regarding services rendered an eligible person and make payment of that portion of the fee for which DDPOK is liable in accordance with this Policy and such uniform policies and procedures as are deemed proper by the Board of Directors of DDPOK. Such payment, together with the Policyholder's or eligible Dependent's portion of the fee required, shall discharge the claim of a Participating Dentist.
- I. When Dental Services are performed or provided by a properly licensed Dentist, to provide Benefits to eligible Policyholders and eligible Dependents for the Dental Services listed in the appendix(ices) attached and forming a part of this Policy by reference herein, subject to the terms and conditions set forth in such appendix(ices).
- J. To treat personal information collected about its customers, Policyholders, potential customers, and proposed Policyholders (referred to collectively as "Customers") with the highest degree of confidentiality, except as is necessary for the proper administration of the DDPOK program, and in accordance with applicable federal and state law.

#### SECTION 7. GENERAL PROVISIONS

- A. Participating Dentists are independent contractors and DDPOK shall not be liable for any act or omission of any Participating Dentist, his or her employees or agents, or any person furnishing dental or other professional services under this Policy.
- B. DDPOK does not hereby undertake to provide a Dentist to the Policyholder or eligible Dependent. Nothing contained in this Policy shall be construed as obligating DDPOK to render Dental Services, its sole obligation being to pay in accordance with the terms of this Policy the agreed portion of the Dentists' charges for such services.
- C. By performing or receiving services under this Policy, all Dentists and all patients are bound by its terms.
- D. Clerical errors or delays in keeping or relating data relative to coverage shall not invalidate coverage which otherwise would be validly in force, nor continue coverage which would otherwise be validly terminated. Upon discovery of such errors or delays, an equitable adjustment of charges shall be made.
- E. In consideration of waiving physical examination of a Policyholder or eligible Dependent and as a condition precedent to the approval of claims hereunder, DDPOK shall be entitled to receive from any attending or examining Dentist, or from any facility in which a Dentist's care is rendered, such information and records relating to attendance to or examination of any eligible Policyholder or Dependent required in the administration of such claim, provided, however, that DDPOK shall, in every case, preserve the confidentiality of such information except as is necessary for the proper administration of the Policy.
- F. The provisions of this Policy shall apply to the specified coverage and other terms and conditions set forth in the appendix(ices) attached and forming a part of this Policy.
- G. Benefits shall not include treatments or procedures in excess of that which is determined by DDPOK to be reasonable and proper treatment or procedures not done in accordance with accepted professional standards of dentistry.

- H. Claim and Appeal Processing and Procedures.
  - 1. Emergency Care.

This Policy does not require any preauthorization for any Dental Services (including emergency care); however, said services are subject to the Policy's specific Limitations, non-covered charges, Deductibles, and Co-payment amounts, as well as any charges over the Policy maximum as defined in the appendix(ices) attached and forming a part of this Policy by reference herein.

2. Request for Predetermination of Benefits.

If the cost estimate of a dental procedure is more than Two Hundred Fifty Dollars (\$250) and the treatment is not emergency care, the Dentist can determine the treatment needed and submit a treatment plan to DDPOK for Predetermination of Benefits. This procedure will enable a Policyholder, Dependent, or Beneficiary and the Dentist to know in advance of treatment what services are covered, how much of the cost will be paid by this Policy, and how much of the cost will be the responsibility of the Policyholder, Dependent, or Beneficiary.

**Note:** The Predetermination of Benefits is only an estimate and not a guarantee of payment. The patient must be eligible for Benefits at the time services are actually rendered, and the procedure must be a Covered Service on the date of service.

3. Filing a Claim.

Whether the Policyholder, Dependent, or Beneficiary is treated by a DDPOK Participating Dentist or a Nonparticipating Dentist, the filing forms and procedures shall be the same.

Once treatment is completed, the Policyholder, Dependent, Beneficiary, or designated personnel in a dental office must complete the information portion of the claim form with the Policyholder's full name, Policyholder's social security number, the name and date of birth of the person receiving dental care, and the Policy identification number.

All claims must be submitted to Delta Dental Plan of Oklahoma at the assigned address.

DDPOK is not obligated to pay any claim submitted later than twelve (12) months following the date of service.

Policyholder, Dependent, or Beneficiary can obtain, without charge, the necessary claim filing forms from DDPOK.

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

4. Explanation of Benefits.

Once DDPOK has received the claim form, and all necessary information, a copy of an Explanation of Benefits will be sent to the Policyholder by DDPOK within a reasonable time, but no later than thirty (30) days after receipt of a claim. DDPOK may extend this time period one time up to fifteen (15) days, prior to the expiration of the thirty (30) day period. If DDPOK requires additional information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Policyholder will be given forty-five (45) days from receipt of the notice within which to provide the necessary information.

**Note:** If the "Patient Pays" amount on an Explanation of Benefits indicates the patient pays nothing, the Explanation of Benefits will not be mailed to Policyholder unless DDPOK is requesting additional information to finalize the claim. A copy of any of Policyholder's applicable Explanation of Benefits may be obtained from DDPOK's online system.

5. Benefits, Limitations and Exclusions.

Under the Delta Dental participating agreements with Participating Dentists, benefit claims are reimbursed based on the lesser of the Dentist's submitted fee for his or her services or the Maximum Allowable Amount he or she has agreed to accept as payment for Covered Services in accordance with the Participating Dentist Agreement applicable to the Policy. Participating Dentists accept the Maximum Allowable Amount as payment in full. Policyholders, Dependents, and Beneficiaries are responsible only for any non-covered charges, Deductible and Co-payment amounts, and any charges over the Policy maximum. The complete DDPOK Claim and Appeal Procedure manual shall be the governing policy of all claims and appeals, and shall be administered in accordance with the appendix(ices) attached and forming a part of this Policy by reference herein.

Each Policyholder, Dependent, and Beneficiary, agrees to all benefit terms and conditions, Limitations and Exclusions, and other Policy benefit conditions as found herein and in the appendix(ices) attached and forming a part of this Policy by reference herein. The appendix(ices) defines substantially all of the benefit claims, Limitations, and Exclusions utilized in the ordinary course of business; however, the complete benefit Limitations and Exclusions of this Policy may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for Predetermination of Benefits and for claim adjudication payment. In order to be apprised of the current, complete benefit Limitations and Exclusions for this Policy, please contact Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709.

If a Policyholder, Dependent, or Beneficiary obtains treatment from a Dentist who has not signed a participating agreement with Delta Dental, any Benefit payment will be paid directly to the Policyholder, or to other participant or Beneficiary if required by law, and will be based on the benefit payment provisions set forth in the appendix(ices) attached and forming a part of this Policy by reference herein. Each Policyholder, Dependent, or Beneficiary is responsible for paying the Dentist and for filing his or her own claims.

All claims shall be evaluated, reviewed, and paid in accordance with this Policy and the appendix(ices) attached and forming a part of this Policy by reference herein.

All Deductibles, Maximum Benefit Payments, and covered classes of benefit services as applicable to this Policy are defined in the appendix(ices) attached and forming a part of this Policy by reference herein.

6. Appeal of Claim Determination.

DDPOK, or its designee, shall have the right to resolve any questions concerning Dental Services or treatment that may arise hereunder and any such determination made in good faith shall be binding upon all parties.

Within one hundred eighty (180) days after receipt of a notice of Benefits determination, a Policyholder or Dentist may make a written request for review of such Benefits determination by addressing the request to Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709, or by email to Appeals@DeltaDentalOK.org, stating the reason(s) re-evaluation of the Benefits determination is being requested. The Policyholder or Dentist may submit written comments,

documents, records, and other information relating to the claim for Benefits. As a Policyholder, you may request reasonable access to and, at no charge, copies of all documents, records, and other information relevant to your claim for Benefits. All requests for review of Benefits determination shall be made taking into account all comments, documents, records, and other information submitted by the Policyholder relating to the claim, without regard to whether such information was submitted or considered in the initial Benefits determination.

DDPOK shall make a full and fair review of each request for re-evaluation and may require additional documents, as it deems necessary or desirable in making such a review. The Policyholder shall receive a decision on his or her initial request for a review, in writing, within thirty (30) days after DDPOK receives the request.

If the Policyholder wishes to have the initial review determination appealed further, the Policyholder must make a written request for a second review of the Benefits determination by addressing the request to Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709, or by email to Appeals@DeltaDentalOK.org, stating the reason(s) re-evaluation of the Benefits determination is being requested. The Policyholder shall receive a decision on his or her second request for a review, in writing, within thirty (30) days after DDPOK receives the second request.

Any complaints other than those involving the Benefits determination of services should also be addressed, in writing, to the office identified above. Such complaints will be reviewed according to the same procedure.

No action at suit of law or equity shall be commenced upon or under this Policy until thirty (30) days after notice of claim has been given to DDPOK, nor shall action be brought at all later than three (3) years after such claim has arisen.

- I. The Policyholder and his or her eligible Dependents may be enrolled in only one benefit option during any calendar year. Once enrolled, the Policyholder and his or her eligible Dependents may change to another benefit option under the individual program, if offered, provided such change occurs on a subsequent Policy Anniversary Date and notice of such change is received by DDPOK within thirty (30) days of the date such change is to become effective. The Policyholder's eligible Dependents may not be enrolled in a benefit option other than the benefit option in which the Policyholder is enrolled.
- J. All statements made by an individual shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in a written application.
- K. The services to be provided under this Policy are for the personal benefit of the Policyholder or eligible Dependents and cannot be transferred or assigned; any attempt to assign this Policy shall automatically terminate all rights hereunder.
- L. Any provision in this Policy that, on its effective date, is in conflict with the statutes of the state of Oklahoma is hereby amended to the minimum requirement of such statute. Any provision in this Policy that would be invalidated by such statute(s) shall be deleted and the balance of the Policy shall remain in full force and effect.
- M. This Policy shall be construed and enforced in accordance with the laws of the state of Oklahoma and any applicable federal laws. The site of this Policy is the state of Oklahoma. Each party to this Policy chooses the state of Oklahoma as its forum for any suit or other action that may be filed to enforce all or any part of this Policy or for damages arising, directly or indirectly, from it.

- N. Failure by Policyholder or DDPOK to insist upon strict compliance with any term of this Policy, or any applicable statutes, rules, or regulations, shall not constitute a waiver of such term, statute, rule, or regulation by the Policyholder or DDPOK.
- O. Any notice required or permitted to be given by DDPOK hereunder shall be deemed to have been duly given if: (1) in writing and personally delivered; (2) in writing and electronically delivered; or (3) in writing and deposited in the United States mail with postage prepaid, addressed to the Contractor, a dentist, or a Subscriber at the last address of record at the principal office of DDPOK. Such notice shall be deemed to be given when so personally or electronically delivered, or three (3) days after having been placed in the United States mail, postage prepaid, return receipt requested.
- P. Included with this Plan Agreement is Delta Dental Plan of Oklahoma's Notice of Privacy Practices which explains how DDPOK uses and discloses health information.

#### SECTION 8. TERM AND TERMINATION:

A. This Policy shall remain in full force and effect through December 31 of the same year in which it is issued, and shall continue thereafter from year to year; provided, however, that either party hereto may terminate this Policy by notice served upon the other party at least thirty (30) days prior to the Anniversary Date hereof or the requested date of termination, whichever is earlier. Anniversary Date shall be January 1 of each subsequent year.

In the event DDPOK determines a change in the rates or other terms and conditions of this Policy is necessary, advice of such proposed changes must be given to the Policyholder, in writing, no less than thirty (30) days prior to the effective date of such change.

- B. This Policy and all rights of Policyholders and eligible Dependents to Benefits hereunder shall terminate at the option of DDPOK if payment, pursuant to Section 5.B. or Section 4.E. of this Policy, is delinquent for more than fifteen (15) days. The effective date of termination shall be the date premiums are paid through.
- C. This Policy and all rights of Policyholder and/or other Policy Beneficiaries to Benefits hereunder shall terminate if such Policyholder ceases to be a resident of the state of Oklahoma. If the Premium Payment Period elected by the Policyholder was monthly, the effective date of such termination shall be the date premium is currently paid through as of the date on which DDPOK receives notification of Policyholder's nonresident status. If the Premium Payment Period elected by the Policyholder was annual, the effective date of termination shall be the end of the month following thirty (30) days from the date on which DDPOK receives notification of Policyholder's nonresident status, and an equitable adjustment of charges shall be made.

IN WITNESS HEREOF, DDPOK has caused this Policy to be issued and hereby agrees to provide dental Benefits as described in this Policy.

DELTA DENTAL PLAN OF OKLAHOMA, INC.

16 Northwest 63rd Street Oklahoma City, Oklahoma 73116-9115 405-607-2100/800-522-0188

Lan Miller Vice President of Sales

Attachments: Form No. FIIDP.8

#### APPENDIX D

In consideration of the payments provided for in Section 5.B. of the attached Policy, and subject to all terms and conditions of said Policy except as specified otherwise herein, DDPOK agrees to provide Benefits to eligible Policyholders and eligible Dependents as hereinafter set forth for covered Dental Services performed by a properly licensed Dentist.

#### NOTICE:

Policyholder, Dependents, and Beneficiaries, as defined in the Policy herewith, agree to all benefit terms and conditions, Limitations and Exclusions, and other Policy benefit conditions as found herein. This Appendix defines substantially all of the benefit claims, Limitations, and Exclusions utilized in the ordinary course of business; however, the complete benefit Limitations and Exclusions of this Policy may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for Predetermination of Benefits and for claim adjudication payment. In order to be apprised of the current, complete benefit Limitations and Exclusions for this Policy, please contact Delta Dental Plan of Oklahoma, Customer Service Department, P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709.

#### A. DENTAL POLICY TYPE

Delta Dental PPO (Group No. 0007800)

#### B. DENTAL BENEFIT CLASSES

Below are the classes of dental services for which Benefits may be available. Benefits for a specific class of Dental Services are available under this Policy only if an X appears in the check box immediately preceding that class of Dental Services. No Benefits will accrue or be payable for any dental Benefits class below not marked with an X.

$\ge$	Class I Services		
imes	Class II Services		
Х	Class III Services		
	Class IV Services:	Dependent Children under age nineteen (19)	Family
	Other Miscellaneous Services*		

\*If an X appears in the check box immediately preceding "Other Miscellaneous Services" above, see (Attachment I) attached and forming a part of this Appendix.

#### C. DESCRIPTION OF COVERED DENTAL SERVICES

Benefits shall be available for the following covered Dental Services, subject to any Deductible, Maximum Benefit Payment, Limitation, and/or Exclusion provisions set forth herein:

#### 1. CLASS I SERVICES

a. Diagnostic Services: Procedures employed by properly licensed Dentists in evaluating existing conditions to determine the recommended dental treatment. By way of description, such services include: Oral evaluations (examinations), emergency palliative treatment, and radiographic images (x-rays).

b. Preventive Services: Dental procedures or techniques employed by properly licensed Dentists to prevent the occurrence of dental disease. By way of description, such services include: Routine prophylaxis (cleaning), periodontal maintenance, and scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation; and topical application of fluoride, limited sealants, and space maintainers for eligible dependent children.

#### 2. CLASS II SERVICES

- a. Basic Restorative Services: The services employed by properly licensed Dentists in the treatment of carious lesions (decay/cavity). By way of description, such services include: Amalgam and composite restorations (fillings); and stainless steel restorations (crowns) for eligible dependent children.
- b. Oral Surgery Services: Procedures for extractions and other oral surgical procedures.
- c. Endodontic Services: Procedures employed by properly licensed Dentists for the treatment of nonvital teeth. By way of description, such services include: Pulpal therapy and root canal treatment.
- d. Periodontic Services: Procedures employed by properly licensed Dentists for the treatment of disease of the gums and bone supporting the teeth, excluding periodontal maintenance and scaling in presence of generalized moderate or severe gingival inflammation full mouth, after oral evaluation which are payable as Class I dental services.

#### 3. CLASS III SERVICES

- a. Major Services: Provides porcelain or cast restorations (other than stainless steel) for the treatment of carious lesions (decay/cavity) when teeth cannot be restored with another filling material. *Note: A crown or cast restoration is optional treatment unless the tooth is damaged by decay or fracture to the point it cannot be restored by an amalgam or composite restoration.*
- b. Prosthodontic Services: Procedures for construction of fixed partial dentures (bridges), removable partial dentures, and complete dentures, including adjustment or repair of an existing prosthodontic device.
- c. Implant Services: Procedures for implant placement, implant supported prosthetics, and maintenance and repair of implants and implant supported prosthetics.

## 4. CLASS IV SERVICES (Applicable only if benefits for Class IV services are included in this Policy. Refer to Section B. above.)

The necessary treatment and procedures required for the correction of malposed teeth.

#### D. <u>BENEFIT LIMITATIONS</u>

The Benefits to be provided to Policyholders and eligible Dependents under this Policy shall be limited as follows:

- 1. To be eligible for coverage, a service must be required for the prevention, diagnosis, or treatment of a dental disease, injury, or condition. Services not dentally necessary are not covered Benefits. Your dental Policy is designed to assist you in maintaining dental health. The fact that a procedure is prescribed or rendered by your Dentist does not make it dentally necessary or eligible under this Policy.
- 2. **Specific Benefit Waiting Periods**: Benefits for covered Class II and Class III Dental Services shall not be available to a Policyholder or eligible Dependent until such Policyholder or eligible Dependent has been

continuously covered under this Policy for the following periods of time: Six (6) months for Class II Dental Services and twelve (12) months for Class III Dental Services.

- 3. For purposes of this Plan, any procedure frequency imitation shall be measured in a period of continuous calendar-year months referred to as a consecutive-month period, which begins on the date on which the procedure was last paid.
- 4. Prophylaxis (cleanings) is a Benefit twice in a twelve (12) consecutive month period. *Note: Cleanings/prophylaxis of any type, including periodontal maintenance and scaling in presence of generalized moderate or severe gingival inflammation full mouth, after oral evaluation, are limited to any combination of two (2) in a twelve (12) consecutive month period.*
- 5. Oral evaluation is a Benefit twice in a twelve (12) consecutive month period.
- 6. Limited (emergency) oral evaluation is a Benefit twice in a twelve (12) consecutive month period. *Note: Benefits for limited (emergency) oral evaluation may not be billable to the patient if other services are performed on the same day.*
- 7. Bitewing radiographic images are a Benefit once in a twelve (12) consecutive month period. *Note: Benefits may be limited if multiple same-day radiographic images are provided on the same day by the same Dentist/dental office.*
- 8. Full-mouth radiographic images, a panoramic radiographic image, or multiple same-day radiographic images is a Benefit once in a sixty (60) consecutive month period unless necessary for the diagnosis and treatment of a specific disease or injury. *Note: Panoramic radiographic image is a benefit for persons age six (6) and older.*
- 9. Topical application of fluoride solutions is a Benefit for persons through age eighteen (18), and once in a twelve (12) consecutive month period.
- 10. A space maintainer is a Benefit for missing primary posterior teeth for persons through age fifteen (15), and not for orthodontic purposes.
- 11. Sealants are a Benefit for persons through age fifteen (15), limited to permanent first and second molar teeth free of caries and restorations on the occlusal surfaces. Sealants are a Benefit once per tooth in a sixty (60) consecutive month period.
- 12. Stainless steel crowns are a Benefit for persons through age eleven (11), and once per tooth in an eighty-four (84) month period.
- 13. Anesthesia: General anesthesia/IV sedation is a covered Benefit only when administered by a properly licensed Dentist in a dental office in conjunction with oral surgical procedures when covered, or when necessary due to concurrent medical conditions. Otherwise, the fee for general anesthesia/IV sedation is denied. The fee for general anesthesia/IV sedation is denied when billed by anyone other than a licensed Dentist.
- 14. Payment is made for a single tooth surface repair once in a twenty-four (24) consecutive month period regardless of the number of combinations of restorations placed therein.
- 15. Root canal therapy is a Benefit once per tooth in a thirty-six (36) consecutive month period.

#### 16. Prosthodontics:

- a. An upper or lower denture is a Benefit once per arch in a sixty (60) consecutive month period.
- b. A removable partial denture or fixed partial denture (bridge) may not be provided under this Plan for any one patient more often than once per arch in a sixty (60) consecutive month period, except where the loss of additional teeth requires the construction of a new appliance.
- c. Reline (process of resurfacing the tissue side of a denture with new base material) and rebase (process of refitting a denture by replacing the base material) is a Benefit once in a thirty-six (36) consecutive month period for any one appliance.
- d. Fixed partial dentures (bridges) and removable partial dentures are Benefits for persons age sixteen (16) and over.
- 17. Single crowns/onlays/veneers on the same tooth are a Benefit for persons age twelve (12) and over, and once in an eighty-four (84) consecutive month period.
- 18. Implant Services: The implant and the associated crown over the implant are a Benefit for persons sixteen (16) years of age and over, limited to once per tooth in an eighty-four (84) consecutive month period. Some implant procedures or procedures associated with implants are not covered services under the plan and no benefits will accrue or be payable for those excluded procedures.

#### 19. Orthodontic Treatment: (Applicable only if benefits for Class IV services are included in this Policy. Refer to section B. above.)

#### **Comprehensive Treatment**

- a. Benefits are available to eligible Dependent children under the age of nineteen (19).
- b. Benefits for comprehensive orthodontic treatment or services will be allowed only if such eligible person's comprehensive orthodontic treatment commences on or after his/her effective date of orthodontic coverage under this Policy, or the orthodontic treatment is active and ongoing on such person's effective date of orthodontic coverage under this Policy.
- c. Benefits are limited to periodic payments for services performed.
- d. The obligation of DDPOK to make periodic payments for covered orthodontic services shall cease upon termination of treatment for any reason prior to completion of the case, including but not limited to termination of the treatment plan by the Dentist.
- e. DDPOK's obligation to make periodic payments for covered comprehensive orthodontic services shall cease on the last day of the month in which patient becomes ineligible for coverage under this Policy; treatment is terminated for any reason before completion of the treatment plan; comprehensive orthodontic treatment is completed; the maximum orthodontic benefit has been paid; or the Policy is terminated, whichever occurs first.
- f. DDPOK will not make any payment for repair or replacement of an orthodontic appliance furnished under this Policy.
- g. Comprehensive orthodontic treatment must be provided by a licensed Dentist.

h. Benefits are limited to traditional methods; if non-traditional methods are utilized, the patient is responsible for the difference between the non-traditional method charge and the Maximum Allowable Amount for the traditional method.

#### Limited or Interceptive Treatment

- a. Benefits are available to eligible Dependent children under the age of nineteen (19).
- b. Benefits for limited or interceptive orthodontic treatment or services will be allowed only if such eligible person's limited or interceptive orthodontic treatment commences on or after his/her effective date of orthodontic coverage under this Policy.
- c. Benefits are limited to a one-time payment for services performed.
- d. The obligation of DDPOK to make payments for covered limited or interceptive orthodontic services shall cease upon termination of treatment for any reason prior to completion of the case, including but not limited to termination of the treatment plan by the Dentist.
- e. DDPOK's obligation to make payments for covered limited or interceptive orthodontic services shall cease on the last day of the month in which patient becomes ineligible for coverage under this Policy; treatment is terminated for any reason before completion of the treatment plan; limited or interceptive orthodontic treatment is completed; the maximum orthodontic benefit has been paid; or the Policy is terminated, whichever occurs first.
- f. DDPOK will not make any payment for repair or replacement of an orthodontic appliance furnished under this Policy.
- g. Limited or interceptive orthodontic treatment must be provided by a licensed Dentist.
- h. Benefits are limited to traditional methods; if non-traditional methods are utilized, the patient is responsible for the difference between the non-traditional method charge and the Maximum Allowable Amount for the traditional method.
- 20. Alternate Benefits/Optional Treatment: DDPOK may consider alternate Dental Services that are suitable for care of a specific condition if those alternate services will produce a professionally acceptable result, as determined by DDPOK. If patient and Dentist elect other treatment, patient will be responsible for any charges in excess of DDPOK's payment.
- 21. DDPOK's obligation to provide Benefits for covered Dental Services terminates on the last day of the month in which the patient becomes ineligible for Benefits under this Policy.
- 22. Care terminated due to death will be paid in full, to the limit of DDPOK's liability, for services completed or in progress.
- 23. When services in progress are interrupted and completed later by another Dentist, DDPOK will review the claim to determine the payment to each Dentist.
- 24. Processing Policies, if applied, may limit Benefits and can be found on each Explanation of Benefits.
- 25. Charges for any covered Dental Services or supplies which are included as covered medical expenses under the plan or policy of Major Medical or Comprehensive Medical Expense Benefits Plan or policy must first be submitted for payment to the medical carrier.

#### E. <u>BENEFIT EXCLUSIONS</u>

The following shall be excluded from the Benefits to be provided to Policyholders and eligible Dependents.

- 1. Benefits or services for injuries or conditions compensable under Worker's Compensation or Employers' Liability laws.
- 2. Benefits or services available from any federal or state government agency; or from any municipality, county, or other political subdivision or community agency; or from any foundation or similar entity.
- 3. Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of dental coverage.
- 4. Benefits for services or appliances started prior to the date the patient became eligible under this Policy may be excluded.
- 5. Charges for services when a claim is received for payment more than twelve (12) months after services are rendered.
- 6. Charges for any professional services performed by a relative of the patient.
- 7. Charges for treatment by other than a properly licensed Dentist (unless allowed by state law), except radiographic images (x-rays) ordered by a Dentist, cleaning and scaling of teeth, and topical application of fluoride may be performed by a properly licensed hygienist if treatment is rendered under the supervision and guidance of the Dentist, in accordance with generally accepted dental standards.
- 8. Charges for completion of forms or submission of documentation required by DDPOK for a benefit determination. Such charges are not billable to the patient when services are provided by a Delta Dental Participating Dentist, and the patient cannot be charged by the Participating Dentist. Such charges are denied if submitted by a Nonparticipating Dentist.
- 9. Charges for: (a) house calls, hospital calls, and office visits; (b) missed or cancelled appointments; (c) hospitalization or additional fees charged for hospital treatment; (d) management fees; and (e) bleaching of teeth.
- 10. Prescription drugs, premedications, and/or relative analgesia.
- 11. Experimental procedures.
- 12. Charges for occlusal guards.
- 13. Benefits or services for orthodontic treatment, except as specifically provided herein.
- 14. Charges for repair of an orthodontic appliance.
- 15. Charges for replacement of lost or missing crowns and appliances, or for stolen appliances.
- 16. Benefits or services to correct congenital or developmental malformations, for example, cleft palate, etc.
- 17. Services for the purpose of improving appearance when form and function are satisfactory and there is insufficient pathological condition evident to warrant the treatment (cosmetic dentistry).

- 18. Restorations for altering occlusion (bite), involving vertical dimensions, replacing tooth structure lost by attrition (grinding of teeth), erosion, abrasion (wear), or for periodontal, orthodontic, or other splinting.
- 19. Services with respect to diagnosis and treatment of disturbances of the temporomandibular joint (TMJ).
- 20. Charges for general anesthesia/IV sedation except when administered by a properly licensed Dentist in a dental office in conjunction with covered oral surgery procedures or when necessary due to concurrent medical conditions.
- 21. Services and Benefits excluded by the rules and regulations of Delta Dental, including the Processing Policies.
- 22. All other Benefits and services not specified as Covered Services in this Appendix or any attachment and/or addendum attached and forming a part of this Appendix.

#### F. <u>DEDUCTIBLE REQUIREMENT</u>

The Deductible requirement applies each Benefit Year to covered Dental Services shown in this Appendix. Each year, such requirement is met as soon as covered dental expenses in the current Benefit Year equal the Deductible amount shown in section G.5. below. Such expenses must be incurred while covered under this Policy unless specified otherwise herein.

#### G. BENEFIT PAYMENT PROCEDURES

 After Policyholder or eligible Dependent has met any applicable Class I Deductible and/or Co-payment requirement, payment for covered Class I services received by the Policyholder or eligible Dependent shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of one hundred percent (100%) of the Dentist's submitted fee or one hundred percent (100%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation.

In the event a Dentist has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment for covered Class I services received by the Policyholder or eligible Dependent shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of one hundred percent (100%) of the Dentist's submitted fee or one hundred percent (100%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation. The Policyholder shall be responsible for paying the Delta Dental Premier Participating Dentist any difference between DDPOK's payment and the lesser of the Dentist's submitted fee or the maximum allowable amount for Delta Dental Premier Participating Dentists.

In the event a Dentist has not signed a Participating Dentist Agreement, payment for covered Class I services rendered to the Policyholder or eligible Dependent by a Nonparticipating Dentist shall be made by DDPOK to the Policyholder, or to other participant or Beneficiary if required by law, at the rate of one hundred percent (100%) of the Dentist's submitted fee or one hundred percent (100%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation. The Policyholder shall be responsible for paying the Nonparticipating Dentist's fee not discharged by such payment.

2. After Policyholder or eligible Dependent has met any applicable Class II Deductible and/or Co-payment requirement, payment for covered Class II services received by the Policyholder or eligible Dependent shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of seventy percent (70%) of the Dentist's submitted fee or seventy percent (70%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation.

In the event a Dentist has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment for covered Class II services received by the Policyholder or eligible Dependent shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of seventy percent (70%) of the Dentist's submitted fee or seventy percent (70%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation. The Policyholder shall be responsible for paying the Delta Dental Premier Participating Dentist any difference between DDPOK's payment and the lesser of the Dentist's submitted fee or the maximum allowable amount for Delta Dental Premier Participating Dentists.

In the event a Dentist has not signed a Participating Dentist Agreement, payment for covered Class II services rendered to the Policyholder or eligible Dependent by a Nonparticipating Dentist shall be made by DDPOK to the Policyholder, or to other participant or Beneficiary if required by law, at the rate of seventy percent (70%) of the Dentist's submitted fee or seventy percent (70%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation. The Policyholder shall be responsible for paying the Nonparticipating Dentist both the payment received from DDPOK and any portion of the Nonparticipating Dentist's fee not discharged by such payment.

3. After Policyholder or eligible Dependent has met any applicable Class III Deductible and/or Co-payment requirement, payment for covered Class III services received by the Policyholder or eligible Dependent shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of forty percent (40%) of the Dentist's submitted fee or forty percent (40%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation.

In the event a Dentist has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment for covered Class III services received by the Policyholder or eligible Dependent shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of forty percent (40%) of the Dentist's submitted fee or forty percent (40%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation. The Policyholder shall be responsible for paying the Delta Dental Premier Participating Dentist any difference between DDPOK's payment and the lesser of the Dentist's submitted fee or the maximum allowable amount for Delta Dental Premier Participating Dentists.

In the event a Dentist has not signed a Participating Dentist Agreement, payment for covered Class III services rendered to the Policyholder or eligible Dependent by a Nonparticipating Dentist shall be made by DDPOK to the Policyholder, or to other participant or Beneficiary if required by law, at the rate of forty percent (40%) of the Dentist's submitted fee or forty percent (40%) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any Maximum Benefit Payment limitation. The Policyholder shall be responsible for paying the Nonparticipating Dentist both the payment received from DDPOK and any portion of the Nonparticipating Dentist's fee not discharged by such payment.

- 4. After eligible dependent child has met any applicable Class IV Deductible requirement, payment for covered Class IV services received by such eligible person shall be made by DDPOK as follows: (Applicable only if benefits for Class IV services are included in this Policy. Refer to section B. above.)
  - a. <u>New Orthodontic Treatment Plan</u>: New Orthodontic Treatment Plan shall mean an orthodontic treatment plan which initially commences on or after the eligible person's effective date of orthodontic coverage under this Policy.
    - (1) Orthodontic Treatment Plan Down Payment If orthodontic treatment is provided by a Delta Dental PPO Participating Dentist, payment shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of zero percent (0%) of the amount equal to one-third (1/3) of the Delta Dental PPO Participating Dentist's estimated total treatment plan fee or zero percent (0%) of the amount equal to one-third (1/3) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to the maximum orthodontic benefit payment and treatment plan. The Policyholder shall be responsible for paying the Delta Dental PPO Participating Dentist any amount of the orthodontic treatment plan down payment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of zero percent (0%) of the amount equal to one-third (1/3) of the Delta Dental Premier Participating Dentist's estimated total treatment plan fee or zero percent (0%) of the amount equal to one-third one-third (1/3) of the Amount equal to one-third (1/3) of the Amount equal to one-third (1/3) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to the maximum orthodontic benefit payment and treatment plan. The Policyholder shall be responsible for paying the Delta Dental Premier Participating Dentist any amount of the orthodontic treatment plan down payment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Participating Dentist Agreement, payment shall be made by DDPOK to the Policyholder, or to other participant or Beneficiary if required by law, at the rate of zero percent (0%) of the amount equal to one-third (1/3) of the Nonparticipating Dentist's estimated total treatment plan fee or zero percent (0%) of the amount equal to one-third (1/3) of the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, subject to the maximum orthodontic benefit payment and treatment plan. The Policyholder shall be responsible for paying the Nonparticipating Dentist both the payment received from DDPOK for the orthodontic treatment plan down payment and any amount of the Nonparticipating Dentist's required down payment that is not discharged by the DDPOK payment.

(2) Orthodontic Treatment Plan Periodic Payments – Provided there is continued eligibility and treatment, payment of any remaining orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental PPO Participating Dentist, in monthly installments, at the rate of zero percent (0%), subject to the maximum orthodontic benefit payment and treatment plan. Remaining orthodontic benefits shall be determined by subtracting the maximum allowable down payment from the Delta Dental PPO Participating Dentist's estimated total treatment plan fee or from the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less. The monthly installment amount on which payment shall be based will be determined by dividing the remaining orthodontic benefits amount by the number of months remaining in the treatment plan. The Policyholder shall be responsible for paying the Delta Dental PPO Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment of any remaining orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental Premier Participating Dentist, in monthly installments, at the rate of zero percent (0%), subject to the maximum orthodontic benefit payment and treatment plan. Remaining orthodontic benefits shall be determined by subtracting the maximum allowable down payment from the Delta Dental Premier Participating Dentist's estimated total treatment plan fee or from the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less. The monthly installment amount on which payment shall be based will be determined by dividing the remaining orthodontic benefits amount by the number of months remaining in the treatment plan. The Policyholder shall be responsible for paying the Delta Dental Premier Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Participating Dentist Agreement, payment of any remaining orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to the Policyholder, or to other participant or Beneficiary if required by law, in monthly installments, at the rate of zero percent (0%), subject to the maximum orthodontic benefit payment and treatment plan. Remaining orthodontic benefits shall be determined by subtracting the maximum allowable down payment from the Nonparticipating Dentist's estimated total treatment plan fee or from the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less. The monthly installment amount on which payment shall be based will be determined by dividing the remaining orthodontic benefits amount by the number of months remaining in the treatment plan. The Policyholder shall be responsible for paying the Nonparticipating Dentist both the monthly payment received from DDPOK and any amount of the Nonparticipating Dentist's monthly installment that is not discharged by the DDPOK payment.

- b. <u>Ongoing Orthodontic Treatment Plan</u>: Ongoing Orthodontic Treatment Plan shall mean an orthodontic treatment plan which initially commenced prior to the eligible person's effective date under this Policy and is active and ongoing on such eligible person's effective date of orthodontic coverage under this Policy.
  - (1) <u>Orthodontic Treatment Plan Down Payment</u> No down payment or initial lump sum payment is made for ongoing orthodontic treatment plans.
  - (2) Orthodontic Treatment Plan Periodic Payments Provided there is continued eligibility and treatment, payment of any orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental PPO Participating Dentist, in monthly installments, at the rate of zero percent (0%), subject to the maximum orthodontic benefit payment and treatment plan. The monthly installment amount on which payment shall be based will be determined by dividing the amount of the orthodontic treatment or the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, by the number of months remaining in the treatment plan. The Policyholder shall be responsible for paying the Delta Dental PPO Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment of any orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental Premier Participating Dentist, in monthly installments, at the rate of zero percent (0%), subject to the maximum orthodontic benefit payment and treatment plan. The monthly installment amount on which payment shall be

based will be determined by dividing the amount of the orthodontic treatment or the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less by the number of months remaining in the treatment plan. The Policyholder shall be responsible for paying the Delta Dental Premier Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Participating Dentist Agreement, payment of any orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to the Policyholder, or to other participant or Beneficiary if required by law, in monthly installments, at the rate of zero percent (0%), subject to the maximum orthodontic benefit payment and treatment plan. The monthly installment amount on which payment shall be based will be determined by dividing the amount of the orthodontic treatment or the Maximum Allowable Amount for Delta Dental PPO Participating Dentists, whichever is less, by the number of months remaining in the treatment plan. The Policyholder shall be responsible for paying the Nonparticipating Dentist both the monthly payment received from DDPOK and any amount of the Nonparticipating Dentist's monthly installment that is not discharged by the DDPOK payment.

5. **Policy Deductible**: DDPOK shall not be obligated to pay or otherwise discharge, in whole or in part, the first Fifty Dollars (\$50) of fees for covered Class II and Class III Dental Services rendered an eligible Policyholder or an eligible Dependent during the period of each Benefit Year covered by this Policy.

Such Deductible shall not apply to covered Class I Dental Services rendered an eligible Policyholder or an eligible Dependent during the period of each Benefit Year covered by this Policy.

6. Maximum Benefit Payment(s): Anything herein contained, or set forth in any attachment and/or addendum attached and forming a part of this Appendix, to the contrary notwithstanding, the Maximum Benefit Payment in any one Benefit Year, or any portion thereof, for covered Class I, Class II, and Class III Dental Services combined shall be One Thousand Dollars (\$1000) per person.

Note: Benefits paid by the Policy for covered oral evaluations and routine prophylaxis rendered to an eligible person during the benefit year will not reduce such person's Maximum Benefit Payment for combined Class I, Class II, and Class III covered Dental Services.

#### DELTA DENTAL OF OKLAHOMA

#### NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION INDIVIDUAL DENTAL POLICY

#### THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

THIS NOTICE GIVES YOU INFORMATION REQUIRED BY LAW about the duties and privacy practices of Delta Dental of Oklahoma ("Delta Dental") to protect the privacy of your health/dental information. Delta Dental provides dental benefits to you as described in your dental policy. This Notice describes how we may use and disclose protected health information to carry out treatment, payment, or healthcare operations, and for other purposes that are permitted or required by law. This Notice also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic data, which may identify you, and that may relate to your past, present or future physical or mental health condition and relates to health/dental care services.

THE EFFECTIVE DATE OF THIS NOTICE IS SEPTEMBER 23, 2013. Delta Dental and all of its employees are required to follow the terms of this Notice until it is replaced or amended. Delta Dental reserves the right to change the terms and conditions of this Notice at any time. If Delta Dental makes changes to this Privacy Notice, Delta Dental will send a new Notice to all who are eligible to receive the revised Notice. Delta Dental reserves the right to apply any changes made to its privacy practices applicable to all information maintained by Delta Dental. You may always request a copy of our most current Privacy Notice from our office, or you can access it on our website at www.deltadentalok.org.

#### **Uses and Disclosures of Protected Health Information**

Delta Dental will take all necessary steps to protect your health information and limit its disclosure as defined in this Notice. Delta Dental may use and disclose health/dental information as permitted by the rules and regulations of the Health Insurance Portability Act of 1996 governing Protected Health Information and with your consent or specific authorization. Use and disclosures of Protected Health Information for marketing purposes and disclosures that constitute a sale of Protected Health Information require a written authorization from you. Any other uses and disclosures not described in this Notice will be made only with your written or verbal authorization and you may revoke such authorization at any time.

Following are categories that describe the different ways that Delta Dental may use and disclose health/dental information. These categories and examples given are not meant to be comprehensive and not every use or disclosure is listed.

#### For Treatment Purposes:

Treatment purposes are defined as the provision, coordination or management of your healthcare, including consultations between healthcare providers regarding your care and referrals for healthcare from one healthcare provider to another. For example, Delta Dental may disclose your protected health information to a treating dentist as necessary to properly inform them of any prior dental treatment to ensure that you will receive proper treatment.

#### For Payment Purposes:

Payment purposes means activities Delta Dental undertakes to obtain reimbursement for the dental care provided to you, including determinations of eligibility and coverage, claim administration and other utilization review activities. For example, Delta Dental may use or disclose your protected health information to pay claims for covered dental care services.

#### For Healthcare Operations Purposes:

Healthcare Operations are those functions needed to support Delta Dental's treatment, payment, and business activities in order to provide quality services to you. These activities include, but are not limited to, utilization review, receiving and responding to complaints, compliance programs, audits, business planning, development, management administrative activities and aggregate oral health reports. For example, Delta Dental may use or disclose medical information for (i) purposes of underwriting, premium rating, or other activities relating to the creation, renewal, or replacement of a contract of dental insurance, (ii) to engage in review of claims; or (iii) to properly adjudicate claims.

#### Health Services:

Health Services are those functions that Delta Dental may use and disclose health information in order to contact you to give you information about treatment alternatives or other health related benefits and services that may be of interest to you. We may also use and disclose your protected health information for certain marketing purposes related to the services currently offered by Delta Dental. For example, your name and address may be used to send you a newsletter about our services and programs, or about products or services that we believe may be beneficial to you. We may also use your protected health information for fundraising purposes; however, you have a right to opt out of receiving such fundraising communications at any time.

#### Business Associates:

Delta Dental may use and disclose medical information to third party "business associates" that perform various activities on behalf of Delta Dental. These business associates may include agents, producers, representatives of an employer, or other persons associated with providing services or products to you. Delta Dental may also use and disclose information to producers and/or benefit consultants of the Plan. Whenever Delta Dental interacts with a third party and uses or discloses your protected health information, Delta Dental will have in place a written contract that contains terms and conditions that will protect the privacy of your protected health information.

#### As Required by Law:

Delta Dental may use and disclose protected health information for purposes required by law. For example, Delta Dental must allow the U.S. Department of Health and Human Services to audit plan records. Also, if certain state officials request certain information, such as a request by the Insurance Commissioner or the Insurance Commissioner's staff, Delta Dental is obligated to use and disclose the information requested.

#### Individuals Involved with Your Care or Payment:

Delta Dental may use and disclose health information about you to a friend or family member who is involved in your medical care. Delta Dental may also give information to someone who pays for the services you have received. Delta Dental may also use and disclose health information to a person you have previously designated, or your parent, guardian, or official representative. For example, Delta Dental may use and disclose protected health information to a parent calling in to inquire about the payment of services rendered to a child under 18 years old.

#### To participate in an insurance exchange:

Delta Dental may provide your information to an insurance exchange in which Delta Dental participates if you decide to choose Delta Dental as your dental benefits provider inside the exchange.

Emergencies: We may use or disclose your protected health information in an emergency treatment situation.

#### **Special Circumstances for Use and Disclosure**

Delta Dental may also use and disclose protected health information for the following purposes:

**Public Health:** Delta Dental may use or disclose protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury, or disability. Delta Dental may also disclose protected health information, if directed by the Public Health Authority. Delta Dental may also disclose protected health information, if authorized by law, to a person who may have been exposed to communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

**Health Oversight:** Delta Dental may use or disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the healthcare system, government benefit programs, other government regulatory programs, and civil rights laws.

<u>Abuse or Neglect</u>: Delta Dental may use or disclose protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. Additionally, Delta Dental may use and disclose protected health information if we believe that you have been a victim of abuse, neglect, or domestic violence to the governmental agency authorized to receive such information.

**Legal Proceedings:** Delta Dental may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal, and in certain conditions, in response to a subpoena, discovery request, or other lawful process.

**Law Enforcement:** Delta Dental may also disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. Law enforcement purposes include (i) legal processes and otherwise required by law, (ii) limited information requests for identification and location purposes, (iii) issues pertaining to victims of a crime, and (iv) suspicion that death has occurred as a result of criminal conduct.

<u>Coroners, Funeral Directors, and Organ Donation</u>: Delta Dental may disclose protected health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. Delta Dental may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties.

<u>Criminal Activity</u>: Consistent with applicable federal and state laws, Delta Dental may disclose protected health information if Delta Dental believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. Delta Dental may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

<u>Military Activity and National Security</u>: When the appropriate conditions apply, Delta Dental may use or disclose protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities. Delta Dental may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President, or others legally authorized.

Workers' Compensation: Delta Dental may use or disclose protected health information as authorized to comply with workers' compensation laws and other similar legally-established programs.

**Inmates:** Delta Dental may use or disclose protected health information if you are an inmate of a correctional facility and your physician created or received protected health information in the course of providing care to you.

<u>Individual Use and Disclosure</u>: Delta Dental may make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with HIPAA.

Certain uses and disclosures may be limited or prohibited by law. In the event a use or disclosure is determined to be limited or prohibited by law, or becomes prohibited by law, Delta Dental will adhere to these restrictions in accordance with that law.

#### Your individual rights

The following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

#### You have the right to request a restriction of certain uses and disclosures of protected health information.

You may ask Delta Dental not to use or disclose any part of your protected health information for the purposes of treatment, payment, or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes in this Notice of Privacy Practices. Any request must specifically state the requested restriction, and to whom you want the restriction to apply. However, if you attempt to restrict the uses and disclosures of protected health information, Delta Dental is NOT required to agree to a requested restrictions must be made in writing to the Chief Privacy Officer at the address listed herein. You may request to restrict disclosure of your protected health information to a health plan if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law and the protected health information pertains solely to a health care item or service for which you, or a person other than the health plan on behalf of you (such as a family member), has paid us in full. We must honor such request; however, disclosures required by law, such as those required for Medicare and Medicaid audits, Medicare conditions of participating regarding health care providers, and court order or other legally mandated disclosures are exempt from this requirement.

#### You have the right to receive confidential communications of protected health information.

Delta Dental will attempt to accommodate reasonable requests to receive confidential communications by alternative means than typically used, or at an alternative location other than that shown on our records. Delta Dental may also condition any accommodations by asking you for information as to how premium payment, if any, will be handled or specifications of an alternative address or other method of contact. Delta Dental will not request an explanation for the basis of the request. Please make all requests to the Chief Privacy Officer listed herein.

#### You have the right to inspect and to obtain a copy of your protected health information.

You may inspect and obtain a copy of protected health information that is contained in a designated record set forth as long as Delta Dental maintains the protected health information. A "designated record set" contains medical and billing records and any other records that we receive and utilize in making decisions about you and your claims. You may request for your records to be provided to you electronically and in that event, Delta Dental will ascertain how best to accomplish your request.

**However, under federal law, you may not inspect or copy the following records:** Information collected in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to laws that prohibit access to protected health information. Depending upon the circumstances, a decision to deny access may be reviewable. Please contact our Chief Privacy Officer if you have any questions about access to your protected health information.

You have the right to the privacy and security of your Protected Health Information by Delta Dental, which includes genetic information as defined by the Genetic Information Nondiscrimination Act ("GINA") § 105(a) and corresponding Federal Regulations. Any genetic health information will be kept secure and private and your coverage with Delta Dental will not be based upon, or influenced by, any such knowledge of such genetic information by Delta Dental.

#### You have the right to amend protected health information.

You may request an amendment to your protected health information in a designated record set for as long as Delta Dental maintains this information. In certain cases, we may deny your request for an amendment. If we deny your request, you have the right to file a statement of disagreement, and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please make all requests and inquiries to the Chief Privacy Officer listed herein.

#### You have the right to receive an accounting of disclosures of your protected health information.

This right applies to disclosures for purposes other than treatment, payment, or healthcare operations as described in this Notice of Privacy Practices. It also excludes disclosures Delta Dental may have made to you, to your family members, or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding disclosures for up to a maximum of six years. You may also request a shorter timeframe for an accounting period. The right to receive this information is subject to certain exceptions, restrictions and limitations.

#### You have a right to receive notifications of breaches of your unsecured protected health information.

Following a breach of unsecured protected health information that requires a breach notification in compliance with the Health Insurance Portability and Accountability Act of 1996, you will receive from us a notification of breach of unsecured protected health information. You will only receive notification for breaches of unsecured protected health information of which the Health Insurance Portability and Accountability Act of 1996 requires notice.

#### You have the right to obtain a paper copy of Delta Dental's Notice of Privacy Practices.

If you obtained a copy of this Notice by any electronic means, you may contact the Delta Dental Chief Privacy Officer in writing and request a paper copy of the Notice at no expense.

Delta Dental is required by law to maintain the privacy of protected health information and to provide individuals with Notice of its legal duties and privacy practices with respect to protected health information.

Delta Dental is required to abide by the terms and conditions of this Notice, and if any, amendments hereto of any privacy practices.

#### Complaints:

If you believe your privacy rights have been violated, you may file a complaint with Delta Dental, or with the Secretary of the Department of Health and Human Services. To file a complaint with Delta Dental, contact the Chief Privacy Officer at the address provided herein. <u>All complaints must be submitted in writing.</u>

You will not be penalized for filing a complaint.

For further information, or if you wish to contact Delta Dental regarding your Privacy concerns, or Delta Dental's privacy practices, please contact:

Chief Privacy Officer Delta Dental Plan of Oklahoma P. O. Box 54709 Oklahoma City, OK 73154 (405) 607-2100

Effective Date 9/23/13 Notice 51.5 Public §164.520 Annual Review 6/14/16

## **A DELTA DENTAL**°

# SPOTLIGHT

## Time to Focus on Your Smile

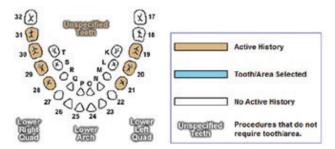
## **SPOTLIGHT**

is **Delta Dental of Oklahoma's** online health services site where subscribers can securely access real-time information regarding their benefits plan.

## Maximize your dental benefits:

- Find a dentist
- View benefits
- Track claim status
- Access Explanation of Benefits

#### O MY MOUTH CHART



An individual tooth-by-tooth illustration of recent dental treatment.

#### ELECTRONIC ID CARD



When you bring your own ID Card, you will have the peace of mind that your claims will be paid appropriately.

Visit **DeltaDentalOK.org/Spotlight** to register and to opt out of receiving paper statements today!

### DELTA DENTAL OF OKLAHOMA EYEMED VISION CARE

Delta Dental has teamed up with EyeMed Vision Care to offer members significant savings on eye care and eyewear for no additional cost. Visit **eyemedvisioncare.com/deltad** for provider information, detailed benefits and a printable ID card.

VISION CARE SERVICES	DISCOUNTS & CO-PAYS
Exam and Dilation as Necessary	\$5 off Comprehensive Exam \$5 off Contact Lens Exam
<b>COMPLETE PAIR OF GLASSES PURCHASE:</b> The following Frame, Lenses, and Lens Options discounts & fees only if a complete pair is purchased in same transaction. Items purchased separately will be discounted 20% off of the retail pri	
STANDARD PLASTIC LENSES INCLUDING STANDARD SCRATCH: Single Vision Bifocal Trifocal	
FRAMES: Any frame available at provider location	
LENS OPTIONS: UV Treatment Tint (Solid and Gradient) Standard Tint Standard plastic scratch coating Standard Polycarbonate Standard Anti-reflective Coating Standard Progressive (add-on to bifocal) Other add-ons and services	\$15 \$15 \$15 \$40 \$45 \$65
<b>CONTACT LENSES*:</b> Conventional (Discount applied to materials only)	
LASER VISION CORRECTION: Lasik or PRK	15% off retail price or 5% off promotional price
FREQUENCY: Examination Frame Lenses Contact Lenses	Unlimited Unlimited
LAN LIMITATIONS/EXCLUSIONS	After initial purchase, replacement contact lenses may be

#### PLAN LIMITATIONS/EXCLUSIONS

- Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing.
- Medical and/or surgical treatment of the eye, eyes, or supporting structures.
- Corrective eyewear required by an employer as a condition of employment and safety eyewear.
- Services provided as a result of any Worker's Compensation law.
- Plano non-prescription lenses and non-prescription sunglasses (except for 20% discount).
- Discount is not available on those frames where the manufacturer prohibits a discount.

Visit **eyemedvisioncare.com/deltad** to learn more or locate a provider near you.

- \* After initial purchase, replacement contact lenses may be obtained via the internet at substantial savings and mailed directly to the member. Details are available at **eyemedvisioncare.com.** Member will receive a 20% discount on items purchased at participating providers not included under plan coverage. 20% discount may not be combined with any other discounts or promotional offers, and the discount does not apply to EyeMed provider's professional services or contact lenses. Retail prices may vary by location. Not valid for groups domiciled in the state of Washington.
- \*\*LASIK and PRK correction procedures are provided by the U.S. Laser Network, owned by LCA-Vision. Members must first call **877-552-7376** for nearest laser facility and to receive authorization for the discount.