



Our Medicare Advantage Supplemental Dental Program

Welcome.

Your dental program is administered by Delta Dental of Wisconsin, Inc. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 866-548-0292 (TTY Users call 711) or access Network Health’s website at networkhealth.com.

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

We look forward to serving you.

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your dental plan.

Network Health Medicare Advantage Supplemental Dental Plan

Group Number: 6614-1171

**Summary of Dental Plan Benefits
For Network Health
Medicare Advantage Supplemental Dental Plan - Embedded**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations

***Services received from dentists who do NOT participate in the Delta Dental Medicare Advantage™ Network are NOT covered benefits. Please note Delta Dental’s Medicare Advantage Network only consists of dentists in the state of Wisconsin.**

IMPORTANT: If you receive services from a dentist that DOES NOT participate in Delta Dental’s Medicare Advantage Network YOU WILL BE RESPONSIBLE for the full cost of those services as indicated on your Explanation of Benefits and no payment will be made by Delta Dental.

Control Plan – Delta Dental of Wisconsin

Benefit Year – January 1 through December 31, 2020

Covered Services –

	Delta Dental Medicare Advantage Dentist	Nonparticipating (out-of-network) Dentist
	Plan Pays	Plan Pays*
Diagnostic & Preventive		
Diagnostic and Preventive Services – exam and cleaning	100%	0%

- One exam (including from a specialist) and one cleaning is payable once per calendar year.
- Scaling in the presence of generalized moderate or severe gingival inflammation is a Covered Service and is considered a cleaning.

Office Visit Fee – \$30 is payable by the member for every dental office visit when treatment is received that includes Diagnostic and Preventive services.

Maximum Payment – None.

Deductible – None.

Eligible People – All members enrolled in the Network Health Medicare Explore (HMO) Medicare Advantage plan.

Dependents are not eligible. Plan enrollment changes are only allowed during annual or special enrollment periods.

You may end your optional supplemental dental benefits by giving us written notice that you'd like to end your coverage.

I. Delta Dental Certificate

Delta Dental of Wisconsin, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Subscriber. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and Network Health, your Medicare Advantage Plan.

The Benefits provided under This Plan may change if federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

II. Definitions

Adverse Benefit Determination

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

Benefit Year

The calendar year.

Benefits

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

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and Network Health.

Completion Dates

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

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

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

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

Delta Dental

Delta Dental of Wisconsin, Inc., which provides dental benefits. Delta Dental is not an insurance company.

Dental Emergency

A Dental Emergency is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: Serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; Serious impairment to bodily functions; or Serious dysfunction of any bodily organ or part.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental Medicare Advantage Dentist** - a Dentist located in Wisconsin who has signed an agreement with Delta Dental for this Plan that is part of Delta Dental of Wisconsin's Medicare Advantage Network.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with Delta Dental to become part of the Delta Dental Medicare Advantage Network or is located in a state other than Wisconsin. **Services received from dentists who do NOT participate in Delta Dental's Medicare Advantage Network are NOT covered benefits. Please note Delta Dental's**

Medicare Advantage Network only consists of dentists in the state of Wisconsin.

IMPORTANT: If you receive services from a dentist that **DOES NOT** participate in Delta Dental's Medicare Advantage Network **YOU WILL BE RESPONSIBLE** for the full cost of those services as indicated on your Explanation of Benefits and no payment will be made by Delta Dental.

The provider network may change at any time. You will receive notice when necessary.

Grievance

Any complaint or dispute, other than an Adverse Benefit Determination, expressing dissatisfaction with the manner in which Delta Dental, Network Health or a dentist has provided dental services.

Maximum Approved Fee

The maximum fee that Delta Dental approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Medicare Advantage Participating Dentist schedules and internal procedures.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. (See the Summary of Dental Plan Benefits.)

Nonparticipating Dentist Fee

The most Delta Dental will pay Nonparticipating Dentists for a Covered Service.

Post-Service Claims

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

Delta Dental Medicare Advantage Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Delta Dental Medicare Advantage Dentist as determined by Delta Dental.

Processing Policies

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

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Delta Dental Medicare Advantage Participating Dentist cannot charge you for the difference between this amount and the amount Delta Dental approves for the treatment.

Summary of Dental Plan Benefits

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

This Plan

The dental coverage established for you pursuant to this Certificate.

III. Selecting a Dentist

You may choose any Delta Dental Medicare Advantage Participating Dentist, so long as that Dentist has not affirmatively opted out of Medicare participation. If you receive services from a Dentist that has affirmatively opted not to participate with Medicare, Delta Dental will be unable to make any payments to either you or your Dentist and you will be responsible for all costs. **Prior to receiving services from your Dentist, you should confirm whether or not your Dentist has affirmatively opted out of Medicare participation.**

When selecting a Dentist, you may choose any Delta Dental Medicare Advantage Participating Dentist. Medicare Advantage Participating Dentists agree to accept payment according to the applicable Delta Dental Medicare Advantage Participating Dentist Agreement and, in most cases, this results in a reduction of their fees. To verify that a Dentist is a Medicare Advantage Participating Dentist, you can use Delta Dental's online Dentist Directory at medicareadvantage.deltadentalwi.com or call (866) 548-0292 (TTY Users call 711).

If the Dentist you select is not a Delta Dental Medicare Advantage Participating Dentist, you will not be covered and will be responsible for the maximum amount approved.

IV. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental's Medicare Advantage Dental Plan. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9214, Farmington Hills, Michigan 48333, or calling the toll-free number at (866) 548-0292.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
 - a. Your full name and address
 - b. Your Network Health Member ID number
 - c. Your date of birth

Notice of Claim Forms

Delta Dental does not require special claim forms. However, most dental offices have claim forms available. Medicare Advantage Participating Dentists will fill out and submit your dental claims for you.

Mail claims and completed information requests to:

Delta Dental
P.O. Box 9215
Farmington Hills, Michigan 48333

Pre-Treatment Estimate

You or your Dentist may seek a Pre-Treatment Estimate from Delta Dental at any time. A Pre-Treatment Estimate is a voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your

continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all claims under This Plan are Post-Service Claims. All claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a claim is filed, Delta Dental will decide it within 30 days of receiving it. If there is not enough information to decide your claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the claim, and (d) inform you or your Dentist that the information must be received within 60 days or your claim will be denied. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to decide your claim. If you or your Dentist does not supply the requested information, Delta Dental will have no choice but to deny your claim. Once Delta Dental decides your claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Grievance and Appeals Procedure section). You should call Delta Dental's Customer Service department, toll-free, at (866) 548-0292, or write them at P.O. Box 9214, Farmington Hills, Michigan, 48333, to request a form to designate the person you wish to appoint as your representative or you may use the CMS Appointment of Representative Form (Form CMS-1696). While in some circumstances your Dentist is treated as your authorized representative, generally Delta

Dental only recognizes the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to Delta Dental's Customer Service department, at (866) 548-0292 (TTY Users call 711) (toll-free). You may also write to Delta Dental's Customer Service department at P.O. Box 9214, Farmington Hills, Michigan, 48333. When writing to Delta Dental, please include your name, your Network Health Member ID number, and your daytime telephone number.

V. How Payment is Made

If your Dentist is a Medicare Advantage Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to the Medicare Advantage Participating Dentists and you will be responsible for any applicable Copayments or Deductibles.

If the Dentist you select is not a Delta Dental Medicare Advantage Participating Dentist, you will not be covered and will be responsible for the maximum amount approved.

VI. Benefit Categories

Important

ONLY the dental services listed in your Summary of Dental Plan Benefits are covered by This Plan. Covered Services are also subject to exclusions and limitations. You will want to review this section of this Certificate carefully.

VII. Exclusions and Limitations

Exclusions

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

1. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
2. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
3. Services started or appliances started before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
4. X-rays. Some Dentists may require X-rays prior to an exam or cleaning. X-rays are not covered by this Plan.
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, and histopathological examinations.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized techniques.
12. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
13. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional, as determined by Delta Dental, under the scope of his or her license as permitted by applicable state law.
14. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.

15. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
 16. Services or supplies received due to an act of war, declared or undeclared.
 17. Services or supplies covered under a hospital, surgical/medical, (including Medicare Advantage), or prescription drug program.
 18. Services or supplies that are not within the categories of Benefits selected by your employer or organization and that are not covered under the terms of this Certificate.
 19. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
 20. Preventive fluoride treatments.
 21. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
 22. Sealants.
 23. Space maintainers.
 24. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
 25. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
 26. Veneers.
 27. Minor restorative services, including fillings.
 28. Prefabricated crowns used as final restorations on permanent teeth.
 29. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the contract between Delta Dental and your employer or organization.
 30. Paste-type root canal fillings on permanent teeth.
 31. Replacement, repair, relines, or adjustments of occlusal guards.
 32. Chemical curettage.
 33. Periodontal services.
 34. Full mouth debridement.
 35. Major restorative services.
 36. Prosthodontic Services.
 37. Implant Services.
 38. Services associated with overdentures.
 39. Metal bases on removable prostheses.
 40. The replacement of teeth beyond the normal complement of teeth.
 41. Personalization or characterization of any service or appliance.
 42. Temporary crowns used for temporization during crown or bridge fabrication.
 43. Posterior bridges in conjunction with partial dentures in the same arch.
 44. Precision attachments and stress breakers.
 45. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
 46. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
 47. Oral Surgery.
 48. Orthodontic Services.
 49. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
 50. Myofunctional therapy.
 51. Mounted case analyses.
- Delta Dental will make no payment for the following services or supplies. Medicare Advantage Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists for the following are your responsibility:**
1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
 2. The completion of forms or submission of claims.

3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Local anesthesia.
5. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
6. Infection control.
7. Temporary, interim, or provisional crowns.
8. Gingivectomy as an aid to the placement of a restoration.
9. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
10. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
11. Palliative treatment
12. Post-operative X-rays, when done following any completed service or procedure.
13. Periodontal charting.
14. Pins and preformed posts, when done with core buildups for crowns, onlays, or inlays.
15. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
16. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
17. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
18. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
19. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
20. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
21. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
22. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
23. Full mouth debridement when done within 30 days of scaling and root planing.
24. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
25. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
26. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
27. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
28. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of Network Health, any dental plan:

1. Any combination of teeth cleanings (prophylaxes and scaling in the presence of inflammation) is payable once per calendar year.
2. Oral examinations and evaluations are payable once per calendar year, regardless of the Dentist's specialty.
3. Maximum Payment: The maximum Benefits payable in any one Benefit Year will be

limited to the Maximum Payment stated in the Summary of Dental Plan Benefits.

4. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
5. Caries risk assessments are payable once in any 36-month period for Members age 3-18. In the event a caries risk assessment is performed on a Member age 2 or under, such risk assessment will be treated as a Disallow.
6. Processing Policies may limit Delta Dental's payment for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Medicare Advantage Participating Dentists may not charge Eligible Persons for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of your Network Health dental plan:

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a

limited occlusal adjustment includes all adjustments that are necessary for a six-month period.

8. Tissue Conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. One caries risk assessment is allowed on the same date of service.
12. Processing Policies may limit Delta Dental's payment for services or supplies.

VIII. Coordination of Benefits

The Coordination of Benefits ("COB") provision applies when a Person has health care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100 percent of the total Allowable Expense.

Definitions

Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage;

accident only coverage; specified disease or specified accident coverage; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; or coverage under other federal governmental plans that do not permit coordination.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan, for purposes of this section, means the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules determines whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that the total benefits paid by all Plans do not exceed the Submitted Amount. In no event will This Plan's payments exceed the Maximum Approved Fee.

Order of Benefits Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. This Plan will pay primary over any Medicaid or Retiree Plan that you may have.
2. This Plan will pay secondary to any employer sponsored, automobile, group, or individual Plan you may have, except for those listed in (1) above.
3. If This Plan is the Primary Plan, it will pay its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
4. Except as provided in the following paragraph, a Plan that does not contain a COB provision is always primary unless otherwise required by law.

Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder, shall be secondary regardless of whether or not it contains a COB provision.

5. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Effect on the Benefits of This Plan

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Submitted Amount. In determining the amount to be paid, This Plan will calculate the benefits it would have paid in the absence of other health care coverage (Maximum Approved Fee) and apply that the remaining amount that you owe to the Dentist following the Primary Plan's payment. The amount paid by This Plan will not exceed the Maximum Approved Fee.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Coordination Disputes

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, (866) 548-0292, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at PO Box 9214, Farmington Hills, Michigan, 48333. You may also follow the Grievance and Appeals Procedure below

IX. Grievance and Appeal Procedures

If you receive notice of an Adverse Benefit Determination, you, or your authorized representative, should seek a review as soon as possible, but you must file your request for review within **60 days** of the date that you received that Adverse Benefit Determination. Delta Dental may give you more time if you have a good reason for missing the deadline.

Delta Dental

Attn: Dental Director
P.O. Box 9214
Farmington Hills, MI 48333

Fax: 517-706-3513
Phone: 1-866-548-0292
TTY: 711

Please include your name and address, the Member ID, the explanation of benefits, the reason why you believe your claim was wrongly denied, and any other information you believe supports your claim. Indicate in your letter that you are requesting a formal appeal (Standard Appeal) of your claim. You also have the right to review any documents related to your appeal. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

If you want someone else to act for you, you can name a relative, friend, attorney, dentist or someone else to act as your representative. You can do this by following the Authorized Representative section above. Both you and the person you want to act for you must sign and date a statement confirming this is what you want. You will need to mail or fax the statement to Delta Dental.

The Dental Director or any person reviewing your claim will not be the same as, nor subordinate to, the person(s) who initially decided your claim. The reviewer will grant no deference to the prior decision about your claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your claim even if the information was not available when your claim was initially decided.

The notice of any adverse determination regarding your appeal will (a) inform you of the specific reason(s) for the denial, (b) list the pertinent Plan provision(s) on which the denial is based, (c) contain a description of any additional information or material that is needed to decide the claim and an explanation of why such information is needed, (d) reference any

internal rule, guideline, or protocol that was relied on in making the decision on review.

Adverse appeals will be automatically submitted to the CMS's contracted independent review entity within 60 calendar days from the date Delta Dental received the member's first level appeal. The Appeals Staff will concurrently notify the member that the appeal is being forwarded to CMS's independent review entity.

If you have a complaint or dispute, other than an Adverse Benefit Determination, expressing dissatisfaction with the manner in which Delta Dental or a dentist has provided dental services, you can contact write to Delta Dental at the address listed above in this section within 60 days of the event. Delta Dental will respond in writing to all Grievances within 30 days of receipt.

X. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- ◆ When Network Health advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which Network Health has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any claim.
- ◆ For any other reason stated in the contract between Delta Dental and Network Health.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by Network Health. A person whose eligibility is terminated may not continue coverage under this Certificate

XI. General Conditions

Subrogation and Right of Reimbursement

If Delta Dental provides Benefits under this Certificate and you have a right to recover damages from another, Delta Dental is subrogated to that right.

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions. You or your legal representative must do whatever is necessary to

enable Delta Dental to exercise its rights and do nothing to prejudice them.

If you do not recover damages from any party or through any coverage named above, you must reimburse Delta Dental from that recovery to the extent of payments made under This Plan.

Obtaining and Releasing Information

You agree to provide Delta Dental with any information it needs to process your claims and administer your Benefits. This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

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

Loss of Eligibility During Treatment

If you lose eligibility while receiving dental treatment, only Covered Services received while you are covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility.

Late Claims Submission

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

Change of Certificate or Contract

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

Actions

No action on a legal claim arising out of or related to this Certificate will be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed

to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Governing Law

This Certificate and the underlying group contract will be governed by and interpreted under Centers for Medicare and Medicaid (CMS).

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to your acts, it may recover that payment from you. You authorize Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

(800) 524-0147 (TTY Users call 711)

NetworkHealth Medicare Advantage Plans include MSA, HMO, and PPO plans with a Medicare contract. Enrollment in Network Health Medicare Advantage Plans depends on contract renewal.