This is a legal contract between Your Policyholder and United Concordia Life and Health Insurance Company. Read It Carefully.

Notice to Florida residents: The benefits of the policy providing your coverage are governed by a state other than Florida.

Important Cancellation Information—Please Read The Provision Entitled, “Termination—When Coverage Ends”, Found on Page 12
CERTIFICATE OF INSURANCE

INTRODUCTION

This Certificate of Insurance provides information about Your dental coverage. Read it carefully and keep it in a safe place with Your other valuable documents. Review it to become familiar with Your benefits and when You have a specific question regarding Your coverage.

To offer these benefits, Your Group has entered into a Group Policy of insurance with United Concordia. The benefits are available to You as long as the Premium for You and any enrolled Dependents is paid and obligations under the Group Policy are satisfied. In the event of conflict between this Certificate and the Group Policy, the Group Policy will rule.

If You have any questions about Your coverage or benefits, please call our Customer Service Department toll-free at:

(800) 291-8039

For general information or benefit information, You may also log on to our website at:

www.unitedconcordia.com

Claim forms should be sent to:

United Concordia Companies, Inc.
Dental Claims
PO Box 69421
Harrisburg, PA  17106-9421
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEFINITIONS</td>
<td>4</td>
</tr>
<tr>
<td>ELIGIBILITY AND ENROLLMENT</td>
<td>6</td>
</tr>
<tr>
<td>HOW THE DENTAL PLAN WORKS</td>
<td>7</td>
</tr>
<tr>
<td>BENEFITS</td>
<td>9</td>
</tr>
<tr>
<td>TERMINATION</td>
<td>12</td>
</tr>
<tr>
<td>CONTINUATION OF COVERAGE</td>
<td>13</td>
</tr>
<tr>
<td>GENERAL PROVISIONS</td>
<td>13</td>
</tr>
</tbody>
</table>

Attached:

- Appeal Procedure Addendum
- Schedule of Benefits
- Schedule of Exclusions and Limitations
DEFINITIONS

Certain terms used throughout this Certificate begin with capital letters. When these terms are capitalized, use the following definitions to understand their meanings as they pertain to Your benefits and the way the dental plan works.

Alternate Benefit Provision - A provision whereby We will make payment based upon the allowance for the less expensive procedure provided that the less expensive procedure meets accepted standards of dental treatment. Our decision does not commit You to the less expensive procedure. However, if You and the dentist choose the more expensive procedure, You are responsible for the additional charges beyond those paid or allowed by the Company.

Certificate Holder(s) - An individual who has enrolled him/herself and his/her Dependents for dental coverage and for whom Premium payments are due and payable. Also referred to as “You” or “Your” or “Yourself”.

Certificate of Insurance ("Certificate") - This document, including riders, schedules, addenda and/or endorsements, if any, which describes the coverage purchased from the Company by the Policyholder.

Coinsurance - Those remaining percentages or dollar amounts of the Maximum Allowable Charge for a Covered Service that are the responsibility of either the Certificate Holder or his/her enrolled Dependents after the Plan pays the percentages or dollar amounts shown on the Schedule of Benefits for a Covered Service.

Company - United Concordia, the insurer. Also referred to as "We", "Our" or "Us".

Coordination of Benefits ("COB") - A method of determining benefits for Covered Services when the Member is covered under more than one plan to prevent duplication of payment so that no more than the incurred expense is paid.

Cosmetic - Those procedures which are undertaken primarily to improve or otherwise modify the Member's appearance.

Covered Service(s) - A service or supply specified in this Certificate and the Schedule of Benefits for which benefits will be covered subject to the Schedule of Exclusions and Limitations, when rendered by a dentist, or any other duly licensed dental practitioner under the scope of the individual's license when state law requires independent reimbursement of such practitioners.

Deductible(s) - A specified amount of expenses set forth in the Schedule of Benefits for Covered Services that must be paid by the Member before the Company will pay any benefit.

Dentally Necessary - A dental service or procedure is determined by a dentist to either establish or maintain a patient's dental health based on the professional diagnostic judgment of the dentist and the prevailing standards of care in the professional community. The determination will be made by the dentist in accordance with guidelines established by the Company. When there is a conflict of opinion between the dentist and the Company on whether or not a dental service or procedure is Dentally Necessary, the opinion of the Company will be final.

Dependent(s) - Certificate Holder's spouse and any unmarried child or stepchild or foster child of a Certificate Holder or unmarried member of the Certificate Holder's household resulting from a court order or placement by an administrative agency, enrolled in the Plan:
   (a) who is chiefly reliant upon the Certificate Holder for maintenance and support until the end of the month which he/she reaches age 26; or
   (b) to any age if he/she is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Certificate Holder for maintenance and support.

Effective Date - The date on which the Group Policy begins or coverage of enrolled Members begins.

Exclusion(s) – Services, supplies or charges that are not covered under the Group Policy as stated in the Schedule of Exclusions and Limitations.
Experimental or Investigative - The use of any treatment, procedure, facility, equipment, drug, or drug usage device or supply which the Company, determines is not acceptable standard dental treatment of the condition being treated, or any such items requiring federal or other governmental agency approval which was not granted at the time the services were rendered. The Company will rely on the advice of the general dental community including, but not limited to dental consultants, dental journals and/or governmental regulations, to make this determination.

Grace Period - A period of no less than 31 days after Premium payment is due under the Policy, in which the Policyholder may make such payment and during which the protection of the Group Policy continues, subject to payment of Premium by the end of the Grace Period.

Group Policy - The agreement between the Company and the Policyholder, under which the Certificate Holder is eligible to enroll.

Limitation(s) - The maximum frequency or age limit applied to a Covered Service set forth in the Schedule of Exclusions and Limitations incorporated by reference into this Certificate.

Maximum(s) - The greatest amount the Company is obligated to pay for all Covered Services rendered during a specified period as shown on the Schedule of Benefits.

Maximum Allowable Charge - The maximum amount the Plan will allow for a specific Covered Service. The Maximum Allowable Charge is the amount determined by the Company for a supply or service which takes into consideration the 80th percentile of provider charges derived from select data sources in the treating dentist's geographical area.

Member(s) - Certificate Holder(s) and their Dependent(s).

Plan - Dental benefits pursuant to this Certificate and attached Schedule of Exclusions and Limitations and Schedule of Benefits.

Policyholder - Organization that executes the Group Policy. Also referred to as “Your Group”.

Premium - Payment that the Policyholder must remit to the Company in exchange for coverage of the Policyholder’s Members.

Renewal Date - The date on which the Group Policy renews. Also known as anniversary date.

Schedule of Benefits - Attached summary of Covered Services, Plan payment percentages, Deductibles, Waiting Periods and Maximums applicable to benefits payable under the Plan.

Schedule of Exclusions and Limitations – Attached list of Exclusions and Limitations applicable to benefits, services, supplies or charges under the Plan.

Termination Date - The date on which the dental coverage ends for a Member or the Group Policy terminates.

Waiting Period(s) - A period of time a Member must be enrolled under the Group Policy before benefits will be paid for Covered Services as shown on the attached Schedule of Benefits.
**ELIGIBILITY AND ENROLLMENT -- WHEN COVERAGE BEGINS**

**New Enrollment**

If You have already satisfied Your Group’s eligibility requirements when the Group Policy begins and Your enrollment information is supplied to Us, Your coverage and Your Dependents’ coverage will begin on the Effective Date of the Group Policy provided We receive the Premium.

If You join the Group or become employed after the initial Effective Date of the Group Policy, in order to be eligible to enroll, You must first satisfy any eligibility requirements of Your Group. Your Group will inform You of these requirements.

You must supply the required enrollment information on Yourself and Your Dependents within 31 days of the date You meet these requirements. Your Dependents must also meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate.

Your coverage and Your Dependents’ coverage will begin on the date specified in the enrollment information supplied to Us provided Premium is paid.

The Company is not liable to pay benefits for any services started prior to a Member’s Effective Date of coverage. Multi-visit procedures are considered “started” when the teeth are irrevocably altered. For example, for crowns, bridges and dentures, the procedure is started when the teeth are prepared and impressions are taken. For root canals, the procedure is started when the tooth is opened and pulp is removed. Procedures started prior to the Member’s Effective Date are the liability of the Member or a prior insurance carrier.

**Enrollment Changes**

After Your initial enrollment, there are certain life change events that permit You to add Dependents. These events are:

- birth
- adoption
- court order of placement or custody
- marriage; or
- based upon Your Group’s eligibility requirements.

To enroll a new Dependent as a result of one of these events, You must notify Your Group and supply the required enrollment change information within 31 days of the date You acquired the Dependent. The Dependent must meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate.

Except for newly born or adoptive children, coverage for the new Dependent will begin on the date specified in the enrollment information provided to Us as long as the Premium is paid.

Newly born children of a Member will be considered enrolled from the moment of birth. Adoptive or foster children of a Member will be considered enrolled from the date of adoption or placement, except for those adopted or placed within 30 days of birth who will be considered enrolled Dependents from the moment of birth. In order for coverage of newly born, adoptive or foster children to continue beyond the first 30 day period, the child’s enrollment information must be provided to Us and the required Premium must be paid within the 30 day period.

For an enrolled Dependent child who is mentally or physically handicapped, evidence of his/her reliance on You for maintenance and support due to his/her condition must also be supplied to Us within 31 days after said Dependent attains the limiting age shown in the definition of Dependent. Such evidence will be requested based on information provided by the Member’s physician but no more frequently than annually after the two-year period following such dependent’s attainment of the limiting age.

Dependent coverage may only be terminated when certain life change events occur including death, divorce or legal separation or reaching the limiting age or during annual open enrollment periods.
**Late Enrollment**

If You or Your Dependents are not enrolled within 31 days of initial eligibility or a life change event, You or Your Dependents cannot enroll until the next open enrollment period conducted for Your Group or unless otherwise specified in any applicable Late Entrant Rider to the Certificate of Insurance. If You are required to provide coverage for a Dependent child pursuant to a court order, You will be permitted to enroll the Dependent child without regard to enrollment season restrictions.

**HOW THE DENTAL PLAN WORKS**

**Change of Beneficiary**

If the Member makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Member; the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Certificate or to any change of beneficiary or beneficiaries, or to any other changes in this Certificate.

**Choice of Provider**

You may choose any licensed dentist for services.

You may have to pay the dentist at the time of service, complete and submit Your own claims and wait for Us to reimburse You. You will be responsible for the dentist’s full charge.

When You visit the dental office, let Your dentist know that You are covered under a United Concordia program and give the dental office Your membership ID number and group number. If Your dentist has questions about Your eligibility or benefits, instruct the office to call Our Interactive Voice Response System at the toll-free number in the Introduction section of this Certificate or visit Dental Inquiry on Our website at [www.unitedconcordia.com](http://www.unitedconcordia.com).

**Claim Forms**

Company, upon receipt of a notice of claim, will furnish to the Policyholder such forms as are usually furnished by Company for filing claims. If such forms are not furnished within fifteen days after the giving of such notice, the Member shall be deemed to have complied with the required time for filing a claim, upon submitting written proof of the occurrence and a written statement of the nature and extent for which the claim is being made.

**Claims Submission**

Upon completion of treatment, the services performed must be reported to Us in order for You to receive benefits. This is done through submission of a paper claim or electronically.

Most dental offices submit claims or report services for patients. However, You may have to complete and send claims to Us in the event the dental office will not do this for You. To obtain a claim form, visit the Members link on our website at [www.unitedconcordia.com](http://www.unitedconcordia.com) or Your Group’s website at [www.ncflex.org](http://www.ncflex.org). Be sure to include on the claim:

- the patient’s name
- date of birth
- Your membership ID number
- patient’s relationship to You
- Your name and address
- the name and policy number of a second insurer if the patient is covered by another dental plan.

Your dentist should complete the treatment and provider information or supply an itemized receipt for You to attach to the claim form. Send the claim form or predetermination to the address in the Introduction section of this Certificate.

Should You have any questions concerning Your coverage, eligibility or a specific claim, contact Us at the address and telephone number in the Introduction section of this Certificate or log onto My Dental Benefits at [www.unitedconcordia.com](http://www.unitedconcordia.com).
**Dental Exams**

The Company at its own expense shall have the right and opportunity to examine the Member when and as often as it may reasonably require during the pendency of a claim hereunder.

**Notice of Claim**

Written notice of claim must be given to Company within 20 days after the occurrence or commencement of any loss covered by the certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Member or the beneficiary, to the Company or to any authorized agent of the Company, with information sufficient to identify the Member, shall be deemed notice to the Company.

**Predetermination**

A predetermination is a review in advance of treatment by Us to determine patient eligibility and coverage for planned services. Predetermination is not required to receive a benefit for any service under the Plan. However, it is recommended for extensive, more costly treatment such as crowns and bridges. A predetermination gives You and Your dentist an estimate of Your coverage and how much Your share of the cost will be for the treatment being considered.

To have services predetermined, You or Your dentist should submit a claim showing the planned procedures but leaving out the dates of services. Be sure to sign the predetermination request. Substantiating material such as radiographs and periodontal charting may be requested by Us to estimate benefits and coverage. We will determine benefits payable, taking into account Exclusions and Limitations including alternate treatment options based upon the provisions of the Plan. We will notify you of the estimated benefits.

When the services are performed, simply have Your dentist call Our Interactive Voice Response System at the telephone number in the Introduction section of this Certificate, or fill in the dates of service for the completed procedures on the predetermination notification and re-submit it to Us for processing. Any predetermination amount estimated is subject to continued eligibility of the patient. We may also make adjustments at the time of final payment to correct any mathematical errors, apply coordination of benefits, and comply with Your Plan in effect and remaining program Maximum dollars on the date of service.

**Proof of Loss**

Written proof of loss must be furnished to Company at its said office in case of claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss within 180 days not to exceed 365 days after the termination of the period for which the Company is liable and in case of claim for any other loss within 180 days not to exceed 365 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

**Time of Payment of Claims**

All benefits payable under this Certificate for any loss other than loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid within 30 days and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
BENEFITS

Schedule of Benefits

Your benefits are shown on the attached Schedule of Benefits. The Schedule of Benefits shows:

- the classes and groupings of dental services covered, shown with a “Plan Pays” percentage greater than “0%”.
- the percentage of the Maximum Allowable Charges the Plan will pay.
- any Waiting Periods that must be satisfied for particular services before the Plan will pay benefits. Waiting Periods are measured from date of enrollment in the Plan.
- any Deductibles You and/or Your family must pay before any benefits for Covered Services will be paid by the Plan, and the Covered Services for which there is no deductible. The Deductible is applied only to expenses for Covered Services on a calendar year basis (yearly period beginning with the Effective Date of the Group Policy).
- any Maximums for Covered Services for a given period of time; for example, annual for most services and lifetime for orthodontics. Annual Maximums are applied on a calendar year basis.

Your Out-of-Pocket Costs

In order to keep the Plan affordable for You and Your Group, the Plan includes certain cost-sharing features. If the class or service grouping is not covered under the Plan, the Schedule of Benefits will indicate either “not covered” or “Plan Pays -- 0%”. You will be responsible to pay Your dentist the full charge for these uncovered services.

Classes or service groupings shown with “Plan Pays” percentages greater than 0% but less than 100% require you to pay a portion of the cost for the Covered Service. For example, if the Plan pays 80%, Your share or coinsurance is 20% of the Maximum Allowable Charge. You are also responsible to pay any Deductibles, charges exceeding the Plan Maximums or charges for Covered Services performed before satisfaction of any applicable Waiting Periods.

Services

The general descriptions below explain the services on the Schedule of Benefits. The descriptions are not all-inclusive – they include only the most common dental procedures in a class or service grouping. Specific dental procedures may be shifted among groupings or classes or may not be covered depending on Your Group’s choice of Plan. Check the Schedule of Benefits attached to this Certificate to see which groupings are covered (“Plan Pays percentage greater than “0%”). Also, have Your provider call Us to verify coverage of specific dental procedures or log on to My Dental Benefits or Dental Inquiry at www.unitedconcordia.com to check coverage. Services covered on the Schedule of Benefits are also subject to Exclusions and Limitations. Be sure to review the Schedule of Exclusions and Limitations also attached to this Certificate.

- **Exams and X-rays** for diagnosis – oral evaluations, bitewings, periapical and full-mouth x-rays
- **Cleanings, Fluoride Treatments, Sealants** for prevention
- **Palliative Treatment** for relief of pain for dental emergencies
- **Space Maintainers** to prevent tooth movement
- **Basic Restorative** to treat caries (cavities, tooth decay) – amalgam and composite resin fillings, stainless steel crowns, crown build-ups and posts and cores
- **Endodontics** to treat the dental pulp, pulp chamber and root canal – root canal treatment and retreatment, pulpotomy, pulpal therapy, apicoectomy, and apexification
- **Non-surgical Periodontics** for non-surgical treatment of diseases of the gums and bones supporting the teeth – periodontal scaling and root planing, periodontal maintenance
- **Simple Extractions** – non-surgical removal of teeth and roots
- **Surgical Periodontics** for surgical treatment of the tissues supporting and surrounding the teeth (gums and bone) – gingivectomy, gingivoplasty, gingival curetage, osseous surgery, crown lengthening, bone and tissue replacement grafts
- **Complex Oral Surgery** for surgical treatment of the hard and soft tissues of the mouth – surgical extractions, impactions, excisions, exposure, root removal; alveoplasty and vestibuloplasty
- **Anesthesia** for elimination of pain during treatment – general or nitrous oxide or IV sedation
Exclusions and Limitations

Services indicated as covered on the Schedule of Benefits are subject to frequency or age Limitations detailed on the attached Schedule of Exclusions and Limitations. The existence of a Limitation on the Schedule of Exclusions and Limitations does not mean the service is covered under the Plan. Before reviewing the Limitations, You must first check the Schedule of Benefits to see which services are covered. No benefits will be provided for services, supplies or charges detailed under the Exclusions on the Schedule of Exclusions and Limitations.

Payment of Benefits

We will send payment for covered benefits to You unless You indicate on the claim that You wish payment to be sent directly to Your treating dentist. You will be notified of the services covered, Plan payment and any amounts You owe for Coinsurance, Deductibles, charges exceeding Maximums or charges for services not covered. The Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the dentist any difference between the Plan's payment and the dentist's full charge for the services.

The Company does not disclose claim or eligibility records except as allowed or required by law and then in accordance with federal and state law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.

Overpayments

When We make an overpayment for benefits, We have the right to recover the overpayment either from You, from the person to whom it was paid, or from the dentist to whom the payment was made on behalf of the Member. We will recover the overpayment either by requesting a refund or offsetting the amount overpaid from future claim payments. Recovery will be done in accordance with any applicable state laws or regulations.

Coordination of Benefits (COB)

If You or Your Dependents are covered by any other dental plan and receive a service covered by this Plan and the other dental plan, benefits will be coordinated. This means that one plan will be primary and determine its benefits before those of the other plan and without considering the other plan's benefits. The other plan will be secondary and determine its benefits after the primary plan. The secondary plan's benefits may be reduced because of the primary plan's payment. Each plan will provide only that portion of its benefit that is required to cover expenses. This prevents duplicate payments and overpayments. Upon determination of primary or secondary liability, this Plan will determine payment.

1. The following words and phrases regarding the Coordination of Benefits ("COB") provision are defined as set forth below:

   A) Allowable Amount is the Plan’s Maximum Allowable Charge allowance for items of expense, when the care is covered at least in part by one or more Plans covering the Member for whom the claim is made. When a Plan provided benefits in the form of services, the Maximum Allowable Charge of each service rendered will be considered both an allowable expense and a benefit paid. Total benefits paid must be equal to 100 percent of the Maximum Allowable Charge expenses covered by both plans.

   B) Claim Determination Period means a benefit year. However, it does not include any part of a year during which a person has no coverage under this Plan.

   C) Primary Plan is the plan which determines its benefits first and without considering the other plan's benefits. A plan that does not include a COB provision may not take the benefits of another plan into account when it determines its benefits.

   D) Secondary Plan is the plan which determines its benefits after those of the other plan (Primary Plan). Benefits may be reduced because of the other plan's (Primary Plan) benefits.

   E) Plan means this document including all schedules and all riders thereto, providing dental care benefits or services to which this COB provision applies and which may be reduced as a result of the benefits of other dental plans, except:
i). It does not include school accident-type coverage, blanket, franchise individual or automobile or homeowner coverage.

ii) Coverage under a governmental plan or required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program.

2. The fair value of services provided by the Company will be considered to be the amount of benefits paid by the Company. The Company will be fully discharged from liability to the extent of such payment under this provision.

3. In order to determine which plan is primary, this Plan will use the following rules.

A) If the other plan does not have a provision similar to this one, then that plan will be primary.
B) If both plans have COB provisions, the plan covering the Member as a primary insured is determined before those of the plan which covers the person as a Dependent.
C) Dependent Child/Parents Not Separated or Divorced -- The rules for the order of benefits for a Dependent child when the parents are not separated or divorced are:
   1) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year;
   2) If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time;
   3) The word “birthday” refers only to month and day in a calendar year, not the year in which the person was born;
   4) If the other plan does not follow the birthday rule, but instead has a rule based upon the gender of the parent; and if, as a result, the plans do not agree on the order of benefits, the rule based upon the gender of the parent will determine the order of benefits.
D) Dependent Child/Separated or Divorced Parents -- If two or more plans cover a person as Dependent child of divorced or separated parents, benefits for the child are determined in this order:
   1) First, the plan of the parent with custody of the child.
   2) Then, the plan of the spouse of the parent with the custody of the child; and
   3) Finally, the plan of the parent not having custody of the child.
   4) If the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent will be the Secondary Plan.
   5) If the specific terms of the court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the dental care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in Section 3-C) above, titled Dependent Child/Parents Not Separated or Divorced.
E) Active/Inactive Member
   1) For actively employed Members and their spouses over the age of 65 who are covered by Medicare, the plan will be primary.
   2) When one contract is a retirement plan and the other is an active plan, the active plan is primary. When two retirement plans are involved, the one in effect for the longest time is primary. If another contract does not have this rule, then this rule will be ignored.
F) If none of these rules apply, then the contract which has continuously covered the Member for a longer period of time will be primary.
G) The plan covering an individual as a COBRA continuee will be secondary to a plan covering that individual as a Member or a Dependent.

4. Right to Receive and Release Needed Information -- Certain facts are needed to apply these COB rules. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Any health information furnished to a third party will be released in accordance with federal law. Each person claiming benefits under This Plan must give any facts needed to pay the claim.

5. Facility of Payment -- A payment made under another plan may include an amount which should have been paid under this Plan. If it does, the Company may pay the amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan, and the Company will not pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the services prepaid by the Company.
6. **Right of Recovery** -- If the payment made by the Company is more than it should have paid under this COB provision, the Company may recover the excess from persons it has paid or for whom it has paid. Members are required to assist the Company to implement this section.

**Workers’ Compensation**

When a Member is eligible for Workers’ Compensation benefits through employment, the cost of dental treatment for an injury which arises out of and in the course of Member’s employment is not a covered benefit under this Plan. Therefore, if the Company pays benefits which are covered by a Workers’ Compensation policy, the Company has the right to obtain reimbursement for those benefits paid. The Member must provide any assistance necessary, including furnishing information and signing necessary documents, for the Company to receive the reimbursement.

**Review of a Benefit Determination**

If You are not satisfied with the Plan’s benefit, please contact Our Customer Service Department at the toll-free telephone number in the Introduction section of this Certificate. If, after speaking with a Customer Service representative, You are still dissatisfied, refer to the Appeal Procedure Addendum attached to this Certificate for further steps You can take regarding Your claim.

**TERMINATION -- WHEN COVERAGE ENDS**

Your coverage and/or Your Dependents’ coverage will end:

- on the date You lose eligibility under Your Group’s eligibility requirements, as specified by your Group; or
- on the date Premium payment ceases for You and/or Your Dependents, as specified by your Group; or
- on the date Your Dependent(s) cease to meet the requirements in the definition of Dependent in the Definitions section of this Certificate;

If Your coverage or Your Dependents’ coverage is terminated as described above, coverage for completion of a dental procedure requiring two or more visits on separate days will be extended for a period of 90 days after the Member’s Termination Date in order for the procedure to be finished. The procedure must be started prior to the Member’s Termination Date. The procedure is considered “started” when the teeth are irrevocably altered. For example, for crowns, bridges and dentures, the procedure is started when the teeth are prepared and impressions are taken. For root canals, the procedure is started when the tooth is opened and pulp is removed. For orthodontic treatment, if covered under the Plan, coverage will be extended through the end of the month of the Member’s Termination Date.

If Your coverage ends, Your Dependents’ coverage will end on the same date unless otherwise specified in this Certificate. If the Group Policy is cancelled, Your coverage and Your Dependents’ coverage will end on the Group Policy Termination Date.

In the event of a default in Premium payment by the Policyholder, coverage will remain in effect for the Grace Period extended for payment of the overdue Premium. If the Premium is not received by the end of the Grace Period, the Group Policy will be cancelled and coverage will terminate the first day following the end of the Grace Period.

The Company is not liable to pay any benefits for services, including those predetermined, which are performed after the Termination Date of a Member’s coverage or of the Group Policy.
CONTINUATION COVERAGE

Federal law may require certain employers to offer continuation coverage to Members for a specified period of time upon termination of employment or reduction of work hours for any reason other than gross misconduct. You should contact Your employer to find out whether or not this requirement applies to You and Your employer. The COBRA Administrator will advise You of Your rights to continuation coverage, the cost and how to remit payment. If this requirement does apply, You must elect to continue coverage within 60 days from Your qualifying event or notification of rights by the COBRA Administrator, whichever is later. You may elect to extend Dependent(s’ coverage, or the Dependent(s) may elect to continue coverage under certain circumstances or qualifying events. Dependent(s) must elect to continue coverage within 60 days from the event or notification of rights by the COBRA Administrator, whichever is later. You must pay the required premium for continuation coverage. The Company is not responsible for determining who is eligible for continuation coverage.

GENERAL PROVISIONS

This Certificate includes and incorporates any and all riders, endorsements, addenda, and schedules and together with the Group Policy represents the entire agreement between the parties with respect to the subject matter. The failure of any section or subsection of this Certificate shall not affect the validity, legality and enforceability of the remaining sections.

Except as otherwise herein provided, this Certificate may be amended, changed or modified only in writing and thereafter attached hereto as part of this Certificate.

This Certificate will be construed for all purposes as a legal document and will be interpreted and enforced in accordance with pertinent laws and regulations of the state of North Carolina.

Time Limit on Certain Defenses

If after two years from the date of issue of this certificate no misstatements, made by the Member in the application for such certificate shall be used to void the certificate or to deny a claim for loss incurred or disability as defined in the certificate commencing after the expiration of such two-year period.

Legal Actions

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of sixty days after a claim has been filed in accordance with the requirements of this Certificate. No such action shall be brought after the expiration of three years after the time a claim is required to be filed.
APPEAL PROCEDURE

This Addendum is effective on the Effective Date stated in the Group Policy. It is attached to and made part of the Certificate.

If You are dissatisfied with Our benefit determination on a claim, You may appeal Our decision by following the steps outlined in this procedure. We will resolve Your appeal in a thorough, appropriate, and timely manner to ensure that You are afforded a full and fair review of claims for benefits. Benefit determinations will be made in accordance with the Plan documents and consistently among claimants. You or Your authorized representative may submit written comments, documents, records and other information relating to claims or appeals. We will provide a review that takes into account all information submitted whether or not it was considered with its first determination on the claim. Any notifications by Us required under these procedures will be supplied to You or Your authorized representative.

DEFINITIONS

The following terms when used in this document have the meanings shown below.

“Adverse benefit determination” is a denial, reduction, or termination of or failure to make payment (in whole or in part) based on a determination of eligibility to participate in a plan or the application of any utilization review; or a determination that an item or service otherwise covered is Experimental or Investigational or not Dentally Necessary or appropriate.

“Authorized representative” is a person granted authority by You and the Company to act on Your behalf regarding a claim for benefit or an appeal of an adverse benefit determination. An assignment of benefits is not a grant of authority to act on Your behalf in pursuing and appealing a benefit determination.

“Relevant” A document, record, or other information will be considered “relevant” to a given claim:

a) if it was relied on in making the benefit determination;
b) if it was submitted, considered, or generated in the course of making the benefit determination (even if the Plan did not rely on it);
c) if it demonstrated that, in making the determination, the Plan followed its own administrative processes and safeguards for ensuring appropriate decision-making and consistency;
d) or if it is a statement of the Plan’s policy or guidance concerning the denied benefit, without regard to whether it was relied upon in making the benefit determination.

PROCEDURE

You or Your authorized representative may file an appeal with Us within 180 days of receipt of an adverse benefit determination. To file an appeal, telephone the toll-free number listed in Your Certificate of Insurance or on Your ID card.

We will review the claim and notify You of Our decision within 60 days of the request for appeal. Any dentist advisor involved in reviewing the appeal will be different from and not in a subordinate position to the dentist advisor involved in the initial benefit determination.

Notice of the appeal decision will include the following in written or electronic form:

a) the specific reason for the appeal decision;
b) reference to specific plan provisions on which the decision was based;
c) a statement that You are entitled to receive upon request and free of charge, reasonable accessibility to and copies of all relevant documents, records, and criteria including an explanation of clinical judgment on which the decision was based and identification of the dental experts;
d) a statement of Your right to bring a civil action under ERISA; and
e) the following statement: “You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”
UNITED CONCORDIA

ADDENDUM

TO

GROUP POLICY AND CERTIFICATE OF INSURANCE

This Addendum is effective on the Effective Date as stated in the Group Policy and attached to and made part of the Group Policy and Certificate of Insurance.

The following language is added to the Group Policy and Certificate of Insurance:

The Company uses Maximum Allowable Charge schedules to determine claim payments. Payment is the lesser of the dentist’s submitted charge or the Maximum Allowable Charge.

In-Network Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The In-Network Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company’s payment on claims. In-Network Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

Out-of-Network Maximum Allowable Charges are determined as a percentile of dentist charges for Covered Services by grouping the 80th percentile of dentist charges into different geographical areas. The Out-of-Network Maximum Allowable Charges at the indicated percentile in the geographical area of the dental office are used to calculate the Company’s payment on Non-Participating Dentist claims. The source of the dentist charge data is select charge data purchased by the Company supplemented where necessary by internal claim data. Out-of-Network Maximum Allowable Charges are updated periodically.
FEDERAL LAW SUPPLEMENT

TO

CERTIFICATE OF INSURANCE

This Supplement amends your Certificate by adding the following provisions regarding special enrollment periods and extended coverage requirements currently mandated or that may be mandated in the future under federal law.

You may enroll for dental coverage at any time for yourself and your dependents if:

(1) You or your dependent either loses eligibility for coverage under Medicaid or the Children's Health Insurance Program ("CHIP"); or

(2) You or your dependent becomes eligible for premium assistance from Medicaid or CHIP allowing enrollment in a benefit program.

In order to enroll, you must submit complete enrollment information to your group or its plan administrator within sixty (60) days from your or your dependent's loss of coverage or eligibility for premium assistance, as the case may be.

Other special enrollment periods and rights may apply to you or your dependents under new or existing federal laws. Consult your group, its plan administrator or your group's summary plan description for information about any new or additional special enrollment periods, enrollment rights or extended coverage periods for dependents mandated under federal law.
## Schedule of Benefits

<table>
<thead>
<tr>
<th>Class I Services</th>
<th>Plan Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exams</td>
<td>100%</td>
</tr>
<tr>
<td>All X-Rays</td>
<td>100%</td>
</tr>
<tr>
<td>Cleanings &amp; Fluoride Treatments</td>
<td>100%</td>
</tr>
<tr>
<td>Sealants</td>
<td>100%</td>
</tr>
<tr>
<td>Space Maintainers</td>
<td>100%</td>
</tr>
<tr>
<td>Palliative Treatment (Emergency)</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class II Services</th>
<th>Plan Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Extractions</td>
<td>50%</td>
</tr>
<tr>
<td>Basic Restorative (Fillings, etc.)</td>
<td>50%</td>
</tr>
<tr>
<td>Endodontics</td>
<td>50%</td>
</tr>
<tr>
<td>Repairs of Crowns, Inlays, Onlays</td>
<td>50%</td>
</tr>
<tr>
<td>Denture Repair</td>
<td>50%</td>
</tr>
<tr>
<td>Complex Oral Surgery</td>
<td>50%</td>
</tr>
<tr>
<td>General Anesthesia</td>
<td>50%</td>
</tr>
<tr>
<td>Non-surgical Periodontics</td>
<td>50%</td>
</tr>
<tr>
<td>Surgical Periodontics</td>
<td>50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class III Services</th>
<th>Plan Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repairs of Bridges</td>
<td>0%</td>
</tr>
<tr>
<td>Inlays, Onlays, Crowns</td>
<td>0%</td>
</tr>
<tr>
<td>Prosthetics (Bridges, Dentures)</td>
<td>0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Orthodontics</th>
<th>Plan Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic, Active, Retention Treatment</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Deductibles & Maximums**

- $25 per Calendar Year Deductible per Member not to exceed $75 per family
- $1,000 per Calendar Year Maximum per Member

*All services on this Schedule of Benefits are subject to the Schedule of Exclusions and Limitations. Consult Your Certificate for more details on the services listed.*

9806 (07/05).
UNITED CONCORDIA LIFE AND HEALTH INSURANCE COMPANY

SCHEDULE OF EXCLUSIONS AND LIMITATIONS

Only American Dental Association procedure codes are covered.

EXCLUSIONS – The following services, supplies or charges are excluded:

1. Started prior to the Member’s Effective Date or after the Termination Date of coverage under the Group Policy (e.g. multi-visit procedures such as endodontics, crowns, bridges, inlays, onlays, and dentures).
2. For house or hospital calls for dental services and for hospitalization costs (e.g. facility-use fees).
3. That are the responsibility of Workers’ Compensation or employer’s liability insurance, or for treatment of any automobile-related injury in which the Member is entitled to payment under an automobile insurance policy. The Company’s benefits would be in excess to the third-party benefits and therefore, the Company would have right of recovery for any benefits paid in excess.
   For Group Policies issued and delivered in North Carolina, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers’ Compensation Act are excluded only to the extent such services or supplies are the liability of the employee according to a final adjudication under the North Carolina Workers’ Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers’ Compensation Act.
4. For prescription and non-prescription drugs, vitamins or dietary supplements.
5. Administration of nitrous oxide and/or IV sedation, unless specifically indicated on the Schedule of Benefits.
6. Which are Cosmetic in nature as determined by the Company (e.g. bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures).
7. Elective procedures.
8. For congenital mouth malformations or skeletal imbalances (e.g. treatment related to cleft lip or cleft palate, disharmony of facial bone, or required as the result of orthognathic surgery including orthodontic treatment).
   For Group Policies issued and delivered in North Carolina, this exclusion shall not apply to newly born children of Members including newly adoptive children, regardless of age.
10. Diagnostic services and treatment of jaw joint problems by any method unless specifically covered under the Certificate. Examples of these jaw joint problems are temporomandibular joint disorders (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.
11. For treatment of fractures and dislocations of the jaw.
12. For treatment of malignancies or neoplasms.
13. Services and/or appliances that alter the vertical dimension (e.g. full-mouth rehabilitation, splinting, fillings) to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.
14. Replacement or repair of lost, stolen or damaged prosthetic or orthodontic appliances.
15. Preventive restorations.
17. For duplicate dentures, prosthetic devices or any other duplicative device.
18. For which in the absence of insurance the Member would incur no charge.
19. For plaque control programs, tobacco counseling, oral hygiene and dietary instructions.
20. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the National Guard or in the Armed Forces of any country or international authority.
21. For treatment and appliances for bruxism (e.g. night grinding of teeth).
22. For any claims submitted to the Company by the Member or on behalf of the Member in excess of twelve (12) months after the date of service.
23. Incomplete treatment (e.g. patient does not return to complete treatment) and temporary services (e.g. temporary restorations).

24. Procedures that are:
   - part of a service but are reported as separate services
   - reported in a treatment sequence that is not appropriate
   - misreported or that represent a procedure other than the one reported.

25. Specialized procedures and techniques (e.g. precision attachments, copings and intentional root canal treatment).

26. Fees for broken appointments.

27. Those not Dentally Necessary or not deemed to be generally accepted standards of dental treatment. If no clear or generally accepted standards exist, or there are varying positions within the professional community, the opinion of the Company will apply.

28. Charges for the treatment performed outside of the United States other than for Dental Emergency. Benefits for a Dental Emergency which is performed outside of the United States are limited to a maximum of $100 (US dollars) per year.
LIMITATIONS – Covered services are limited as detailed below. Services are covered until 12:01 a.m. of the birthday when the patient reaches any stated age:

1. Full mouth x-rays – one (1) every 5 year(s).
2. Bitewing x-rays – one (1) set(s) per calendar year.
3. Oral Evaluations:
   - Comprehensive and periodic – two (2) of these services per calendar year. Once paid, comprehensive evaluations are not eligible to the same office unless there is a significant change in health condition or the patient is absent from the office for three (3) or more year(s).
   - Limited problem focused and consultations – one (1) of these services per dentist per patient per 12 months.
   - Detailed problem focused – one (1) per dentist per patient per 12 months per eligible diagnosis.
4. Prophylaxis – two (2) per calendar year.
5. Fluoride treatment – two (2) per calendar year under age nineteen (19).
6. Space maintainers – one (1) per lifetime for Members under age nineteen (19) when used to maintain space as a result of prematurely lost teeth.
7. Sealants – one (1) per tooth per 3 year(s) under age sixteen (16) on permanent first and second molars.
8. Prefabricated stainless steel crowns – one (1) per tooth per lifetime for Members under age fifteen (15).
9. Periodontal Services:
   - Full mouth debridement – one (1) per 3 years.
   - Periodontal maintenance following active periodontal therapy – two (2) per 12 months in addition to routine prophylaxis.
   - Periodontal scaling and root planing – one (1) per 24 months per area of the mouth.
   - Surgical periodontal procedures – one (1) per 24 months per area of the mouth.
   - Guided tissue regeneration – one (1) per tooth per lifetime.
10. Replacement of restorative services only when they are not, and cannot be made, serviceable:
    - Basic restorations – not within 12 months of previous placement.
11. Pulpal therapy – one (1) per eligible tooth per lifetime. Eligible teeth limited to primary anterior teeth under age six (6) and primary posterior molars under age twelve (12).
12. Root canal retreatment – one (1) per tooth per lifetime.
13. An alternate benefit provision (ABP) will be applied if a covered dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist. The ABP does not commit the member to the less costly treatment. However, if the member and the dentist choose the more expensive treatment, the member is responsible for the additional charges beyond those allowed under this ABP.