



# Summary Plan Description

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## ABOUT YOUR PLAN

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This Summary Plan Description is issued to the Subscriber (employee) by Delta Dental Plan of Oklahoma, Inc., sometimes referred to as DDPOK, an Oklahoma nonprofit dental service corporation with its main office in Oklahoma City, Oklahoma. It is intended to be an easy to read outline of the principal features of your Dental Expense Benefits Plan. This Summary Plan Description, with any inserts, constitutes your summary of the contract and is subject to and superseded by the provisions of any applicable agreement between Delta Dental Plan of Oklahoma and your employer or representative of your group.

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

### **Eligibility and Enrollment**

To be eligible for enrollment under this plan, you, as the Subscriber, must be a full-time employee (unless specified otherwise in the "Summary of Dental Plan Benefits" included in this Summary Plan Description). "Full-time" means an employee who regularly works at least the number of hours in the normal work week set by your employer (but not less than 30 hours) at your employer's place of business or such other place or places as required by your employer. You become eligible for coverage on the day specified in the "Summary of Dental Plan Benefits" included in this Summary Plan Description.

Unless noted otherwise in the "*Eligible Persons*" section of the "Summary of Dental Plan Benefits" included in this Summary Plan Description, you are eligible for dependent coverage on the later of the date you become eligible for coverage or the date you first acquire an eligible dependent. Eligible dependents include the spouse to whom the Subscriber is legally married and children of the Subscriber by natural birth (biological children), legal adoption or guardianship, and marriage (stepchildren); foster children; or any child who lives with the Subscriber in a regular parent-child relationship, provided all such children are: (1) unmarried; (2) not in active military service; (3) legally dependent upon the Subscriber for support and maintenance; and (4) the Subscriber's dependents for federal income tax purposes unless there is a court order which awards the dependency exemption(s) to the non-covered parent.

A dependent child, as defined above, is eligible for coverage until midnight of the last day of the month in which such dependent child attains age 19, or age 23 if enrolled as a full-time student in an accredited institution of learning (unless otherwise specified in the "Summary of Dental Plan Benefits"). An unmarried dependent child who is incapable of self-support because of a physical handicap or mental retardation can continue to be covered under this plan provided he or she is chiefly dependent on the Subscriber for support and a physician's statement is received by DDPOK within 6 months of the incapacity, the effective date of the Plan Agreement, or the effective date of said dependent child's coverage under the plan, whichever is later.

Enrollment requirements are set forth in the Plan Agreement between Delta Dental Plan of Oklahoma and your employer or representative of your group. If enrollment is mandatory, all eligible Subscribers and their eligible dependents must enroll in the plan within 30 days of initial eligibility and remain enrolled as long as their eligibility continues. If enrollment is not mandatory, eligible Subscribers and dependents that enroll agree to remain enrolled until the next plan anniversary date, or until the next open enrollment date if the plan anniversary date and open enrollment date are not the same.

Your plan benefits may be affected if you have two or more dental plans in effect at the same time. DDPOK will coordinate these benefits as described herein to ensure maximum coverage for the patient. See "**Coordination of Benefits**" in this Summary Plan Description for more detail.

A person cannot be enrolled in this plan as both a Subscriber and a dependent of another Subscriber; nor may a person be enrolled in this plan as a dependent of more than one Subscriber.

### **Disqualification, Ineligibility, and Forfeiture**

Eligible Subscribers or dependents that fail to enroll in the plan within 30 days of their initial eligibility or who waive coverage at the time of their enrollment eligibility will be eligible to enroll in the plan on any future plan anniversary date or open enrollment date. Any enrolled person who voluntarily discontinues coverage will be eligible to re-enroll on any future plan anniversary date or open enrollment date provided at least 12 months has elapsed since the date such person was last covered under the plan.

Any eligible person failing to enroll or waiving coverage at the time of initial eligibility, or any enrolled person who voluntarily discontinues coverage, is classified as a "Late Enrollee" upon enrollment and may be subject to limited benefits. Note: Enrolling during your employer's annual open enrollment period is not considered enrolling at the time of initial eligibility, therefore, any "late enrollee" limitations that apply to your plan will apply to your enrollment. *Please review the "Limitations" section of the "Summary of Dental Plan Benefits" included in this Summary Plan Description to determine what late enrollee limitations, if any, apply to your plan.*

### **Subscriber Amendments or Termination**

Each Subscriber can apply to change from single coverage to family coverage if DDPOK receives the appropriate form requesting such change within 30 days of Subscriber acquiring any eligible dependents. If a Subscriber has family coverage, newly acquired eligible dependents can be added if DDPOK receives the appropriate form requesting such change within 30 days of the Subscriber acquiring the new eligible dependent.

If enrollment of dependents is not mandatory under the terms of the Plan Agreement, a Subscriber can apply to terminate coverage for one or more dependents if DDPOK receives the appropriate request form within 30 days of the date the termination is requested and provided one of the following conditions exists or has occurred:

- Dependent no longer meets the definition of eligible dependent, as set forth in the Plan Agreement
- Death of dependent
- Divorce of dependent and Subscriber
- Dependent enters military service
- Dependent acquires coverage elsewhere
- Plan anniversary date

If enrollment is voluntary under the terms of the Plan Agreement, a Subscriber can apply to terminate his/her coverage if DDPOK receives the appropriate request form within 30 days of the date the termination is requested. Voluntary termination of Subscriber and/or dependent(s) coverage is subject to the terms of the Plan Agreement.

A Subscriber whose coverage under the Plan Agreement terminates under the retirement guidelines of his or her employer during the period the Plan Agreement is in full force and effect may convert to an individual direct payment contract with DDPOK provided his or her employer has elected to offer the DDPOK Retiree Conversion Program to retiring employees. A Subscriber or eligible dependent whose coverage under the Plan Agreement is terminated for any reason other than the Subscriber's retirement during the period the Plan Agreement is in full force and effect may be eligible to enroll in an individual direct payment contract with DDPOK if such person is a resident of the state of Oklahoma.

### **Employer Amendments or Termination**

It is anticipated that this plan will be continued indefinitely, but the employer reserves the right to change or terminate this plan in the future by agreement between the employer and DDPOK.

This Summary Plan Description may be automatically terminated:

- On the last day of the month in which the Subscriber is permanently terminated from full-time service to the employer or becomes ineligible for benefits under the plan; or,
- On the last day of the month for which the Subscriber's contributions have been made, if applicable; or
- On the date this plan is terminated or canceled.

### ***Continuation of Coverage***

For possible continuation of your group dental plan, see your employer's benefits office regarding the provisions of COBRA. Participants and beneficiaries can obtain, without charge, a copy of the continuation of coverage procedures from your employer or representative of your group.

A Subscriber whose coverage under the Plan Agreement terminates under the retirement guidelines of his or her employer during the period the Plan Agreement is in full force and effect may convert to an individual direct payment contract with DDPOK provided his or her employer has elected to offer the DDPOK Retiree Conversion Program to retiring employees. A Subscriber or eligible dependent whose coverage under the Plan Agreement is terminated for any reason other than the Subscriber's retirement during the period the Plan Agreement is in full force and effect may be eligible to enroll in an individual direct payment contract with DDPOK if such person is a resident of the state of Oklahoma.

### ***Qualified Medical Child Support Order (QMCSO)***

In the event of a Participant receiving a Qualified Medical Child Support Order (QMCSO), the Participant must obtain a copy of the Medical Support Notice Form, supplied by either DDPOK or the employer's benefits office. This Notice form, with a copy of the Order must be mailed to Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154. DDPOK shall take the necessary steps to ensure compliance with said QMCSO. Participants and beneficiaries can obtain, without charge, a copy of the QMCSO procedures from DDPOK.

### ***Qualified Domestic Relations Order (QDRO)***

In the event of a Participant receiving a Qualified Domestic Relations Order (QDRO), the Participant must obtain a copy of the Medical Support Notice form, supplied by either DDPOK or the employer's benefits office. This Notice form, with a copy of the Order must be mailed to Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154. DDPOK shall take the

necessary steps to ensure compliance with said QDRO. Participants and beneficiaries can obtain, without charge, a copy of the QDRO procedures from DDPOK.

### **DDPOK Termination**

This Summary Plan Description may be automatically terminated:

- On the last day of the month in which the Subscriber is permanently terminated from full-time service to the Employer or becomes ineligible for benefits under the plan; or,
- On the last day of the month for which the Subscriber's contributions have been made, if applicable; or,
- On the last day of the month for which the last payment has been made if the group fails to make payment as required under the Plan Agreement; or,
- On the date on which the Plan Agreement is terminated or canceled.

### **Summary of Dental Plan Benefits**

Your "Summary of Dental Plan Benefits" is included in this Summary Plan Description and shows the covered services included in your dental program. It also indicates the amount of your deductible and to which types of services the deductible applies.

After you satisfy any dental deductible required, your dental benefits will pay a specific amount of the cost of covered services, up to your benefits plan maximum for each benefit period. You will be responsible for the remaining co-payment amount, if any. *For your benefit maximum(s), deductible, and co-payment amounts, refer to your "Summary of Dental Plan Benefits" included in this Summary Plan Description.*

Your dental benefits are provided according to a benefit period, which begins initially on the date your coverage becomes effective with Delta Dental Plan of Oklahoma. A new benefit period (Plan Benefit Year) begins each year on either the group dental plan anniversary date or January 1. *For your Plan Benefit Year, refer to your "Summary of Dental Plan Benefits" included in this Summary Plan Description.*

**Benefits for some services are subject to certain limitations, such as age of patient, frequency of procedure, etc., and benefits may not be available under certain circumstances. Refer to your "Summary of Dental Plan Benefits" included in this Summary Plan Description to determine what limitations and exclusions, if any, apply to your dental plan.**

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## **HOW TO USE YOUR PLAN**

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### **Delta Dental Network of Participating Dentists**

You may visit the properly licensed dentist of your choice, because your plan provides for in-network as well as limited out-of-network benefit coverage. However, Delta Dental Plan of Oklahoma uses a nationwide network of dentists—the Delta Dental Premier network—through Delta Dental Plan of Oklahoma's membership in a nationwide system known as Delta Dental Plans Association. This network is one of the largest in the dental benefits industry, both locally and nationwide, providing you easy access to participating dentists in most geographical areas.

Delta Dental Plans have unique "participating agreements" with those dentists in the network described above. In most cases, these agreements mean you simply present your identification card to the dentist at the time of treatment and he or she will file your claim for you. Delta Dental Plan of Oklahoma will pay the participating dentist direct for any covered services.

### **Benefit Payment Procedure, Participating Dentists**

Under the Delta Dental Plans participating agreements with participating dentists, benefit claims are reimbursed based on the lesser of the dentist's submitted fee for his or her service or the maximum allowable amount he or she has agreed to accept as payment for covered services in accordance with the Participating Agreement applicable to the plan. Participating dentists accept the maximum allowable amount as payment in full. You are responsible for paying the dentist for any non-covered charges, deductible and co-payment amounts, and any charges over your plan maximum.

*Note: The amount you are responsible for paying the participating dentist for non-covered dental services/charges is based on the dentist's submitted fee for some non-covered services, but cannot exceed the maximum allowable amount for participating dentists for other non-covered services. The Explanation of Benefits (EOB) you will receive from Delta Dental of Oklahoma any time you or a dentist file a claim will identify the amount you are responsible to pay for both covered and non-covered services, identified as "Patient Payment". If you are billed for amounts over those identified, please contact DDPOK's customer service department.*

The DDPOK Participating Dentists Network list is furnished upon request, without charge, as a separate document. You may also obtain a list of Participating Dentists by accessing the DDPOK website at [www.DeltaDentalOK.org](http://www.DeltaDentalOK.org).

### **Nonparticipating Dentists, Out-of-Network Services**

If you obtain treatment from a dentist who has not signed a Delta Dental Premier Participating Dentist Agreement with Delta Dental, any benefit payment will be paid directly to you, or to other participant or beneficiary if required by law, and will be based on the lesser of the dentist's submitted fee for his or her service or the prevailing fee. Prevailing fee is an amount established by the Delta Dental Plan in the state in which the dental services are rendered. You are responsible for paying the dentist and for filing your own claim.

### **Emergency Care and Claim Predetermination**

If you require emergency care, there is no preauthorization requirement. If the cost of the dental care you need is less than \$150, your participating dentist will probably proceed with treatment. If the cost estimate is more than \$150 and the treatment is not emergency care, your dentist can determine the treatment needed and submit a treatment plan to DDPOK for predetermination of benefits. This procedure will enable you and the dentist to know in advance of treatment what services are covered, how much of the cost will be paid by your dental plan, and how much of the cost you will be responsible for paying.

This plan does not require any preauthorization for any dental services; however, said services are subject to the plan's specific limitations, non-covered charges, deductibles, and co-payment amounts, as well as any charges over your plan maximum.

### **Claim Filing**

You or someone in the dental office must complete the information portion of the claim form with the Subscriber's full name, Subscriber's social security number, the name and date of birth of the person receiving dental care, and the group name and number.

If you have any questions about the plan, please check with your employer's benefits office or write to Delta Dental Plan of Oklahoma, Customer Service Department, P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709. *All correspondence with DDPOK should include the group name and group number; the Subscriber's social security number, telephone number, and address; name of patient; and date of service.*

Once treatment is completed, the participating dentist will submit the claim form to Delta Dental Plan of Oklahoma for payment.

Participants and beneficiaries can obtain, without charge, the necessary claim filing forms from DDPOK. You may also obtain a claim form by accessing the DDPOK website at [www.DeltaDentalOK.org](http://www.DeltaDentalOK.org). The complete claim appeal procedure is furnished upon request, without charge, as a separate document.

### **Claim Filing Deadline**

Delta Dental Plan of Oklahoma is not obligated to pay any claim submitted later than 12 months following the date of service.

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

### **Explanation of Benefits**

Anytime you or a dentist file a claim, you will receive a form called an Explanation of Benefits (EOB) from Delta Dental Plan of Oklahoma within a reasonable time, but no later than 30 days after receipt of a claim. DDPOK may extend this time period one time up to 15 days, prior to the expiration of the 30-day period. If DDPOK requires additional information necessary to decide the claim, the notice of extension shall specifically describe the required information, and you will be given 45 days from receipt of the notice within which to provide the necessary information.

The EOB indicates what services were covered and what services, if any, were not. You are responsible to pay only the amount designated as "Patient Payment"; if you are billed for amounts over those identified, please contact DDPOK's customer service department. An explanation of how to appeal a claim is included on the EOB, as well as in this Summary Plan Description.

### **Coordination of Benefits**

The Coordination of Benefits provision is designed to provide maximum coverage if a patient is eligible for benefits under two or more dental plans and more than one of those plans provides coverage for a particular service. In no event will either plan pay a greater amount than it would have paid had dual coverage not existed, and the dental programs together will not pay more than 100% of covered expenses.

## HOW TO APPEAL A CLAIM

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### **Claim Benefits Denial**

A copy of the Explanation of Benefits will be sent to the Subscriber by DDPOK, indicating if any services are denied, in whole or in part, and stating the reason or reasons for the denial, according to the time frame described in the Explanation of Benefits section in this Summary Plan Description.

### **Appeal of Claim Benefits Denial**

Within 180 days after receipt of a notice of denial, a Subscriber or dentist may make a written request for review of such denial by addressing the request to Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154, stating the reason(s) re-evaluation of the denial is being requested. The Subscriber or dentist may submit written comments, documents, records, and other information relating to the claim for benefits. As a Subscriber, you may request reasonable access to and, at no charge, copies of all documents, records, and other information relevant to your claim for benefits. All requests for review of denials shall be made taking into account all comments, documents, records, and other information submitted by the Subscriber relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

### **Full and Fair Review of Request**

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

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

Any complaints other than those involving the denial of services should also be addressed, in writing, to the office identified above. Such complaints will be reviewed according to the same procedure. The complete claim appeal procedure is furnished upon request, without charge, as a separate document.

Upon final determination of the second request for appeal, you have the right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act.

## GENERAL INFORMATION

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### **Assignment**

Services to eligible persons are for the personal benefit of such persons and cannot be transferred or assigned. Any attempt to do so shall automatically terminate all rights of the eligible person, except in those states where assignment is required by law.

### **Obtaining and Releasing Information**

To determine how the terms of this Summary Plan Description shall be applied and implemented, DDPOK may, without the consent of or notice to any eligible person, release to or obtain from any insurance company, group hospitalization plan, or dental care plan any information with respect to payments or benefits which it deems to be necessary for such purposes.

Any eligible person claiming benefits under this plan shall furnish DDPOK such information as may be necessary to implement this provision.

### **Doctor-Patient Relationship**

**The eligible person has freedom of choice of any properly licensed dentist.** Each dentist rendering service under this Summary Plan Description is an independent contractor and shall maintain the doctor-patient relationship with his or her patient hereunder and shall be solely responsible to the patient for dental advice and treatment or any liability resulting there from.

## STATEMENT OF ERISA RIGHTS

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As a plan participant, you have certain rights under the Employee Retirement Income Security Act of 1974 (ERISA). The Act provides that you are entitled to:

### **Receive Information About Your Plan**

Examine, without charge, at your employer's benefits office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to your employer, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report and updated summary plan description. Your employer may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The employer is required by law to furnish each participant with a copy of this summary annual report. This statement must be requested in writing, and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

### **Continue Group Health Plan Coverage**

You may or may not be eligible for continued health care coverage, which may or may not include continued dental care coverage for yourself, spouse, or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description, the Plan, and the rules and regulations governing COBRA continuation coverage rights and consult your employer's benefits office for further information.

Some of these rights, if applicable, may be the reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You may, if applicable, be provided a Certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, if you become entitled to elect COBRA continuation coverage, if/or when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

### **Prudent Actions By Plan Fiduciaries**

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

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require your employer to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of your employer. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance With Your Questions**

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

**THIS SUMMARY PLAN DESCRIPTION IS ONLY A SUMMARY OF THE DENTAL PLAN, NOT A CONTRACT. ALL BENEFITS ARE GOVERNED BY, AND SUBJECT TO, THE PROVISIONS OF THE PLAN AGREEMENT BETWEEN YOUR EMPLOYER OR REPRESENTATIVE OF YOUR GROUP AND DELTA DENTAL PLAN OF OKLAHOMA.**

## SUMMARY OF DENTAL PLAN BENEFITS

### SUPPLEMENTAL PLAN DESCRIPTION – Revised January 1, 2009

NAME OF PLAN OKLAHOMA CITY FIRE FIGHTERS VEBA TRUST  
Group Dental Plan  
Group No. 85670002

PLAN SPONSOR/  
EMPLOYER OKLAHOMA CITY FIRE FIGHTERS VEBA TRUST  
157 NW 6TH ST  
OKLAHOMA CITY, OK 73102

TYPE OF PLAN Employee Welfare Benefit Plan

PLAN BENEFIT YEAR January 1 - December 31

PLAN BENEFITS Delta Dental Plan of Oklahoma  
PROVIDED BY P.O. Box 54709  
Oklahoma City, Oklahoma 73154  
(405) 607-2100 or (800) 522-0188

AGENT FOR OKLAHOMA CITY FIRE FIGHTERS VEBA TRUST  
LEGAL SERVICE 157 NW 6TH ST  
OKLAHOMA CITY, OK 73102

### GENERAL PROVISIONS

#### Eligible Persons

Persons eligible for coverage under this Plan include all full-time employees and their eligible dependents.

#### Dependent Children

Covered to age 20, or to age 25 if enrolled as full-time students in an accredited secondary school, college, or university. *Note: Refer to the "About Your Plan" section of the Summary Plan Description for information on extended coverage for handicapped children. Note: Orthodontic benefits are available only to eligible dependent children, and only until such eligible dependent child reaches age 19.*

#### Probationary Period (New-hire Employees)

New-hire employees will be eligible for coverage under this Plan on the first of the month following the date of full-time employment.

### SELECTED BENEFITS

The dental services included in the Plan Sponsor's group dental plan are listed in this Summary, under "Description of Covered Services", and described by classes of service. After an eligible person satisfies the plan benefit year deductible, if any, the Plan will pay a percentage of the lesser of the dentist's submitted fee or the maximum allowable amount. The Plan's percentage payment will be based on the class of dental service provided, as indicated next to each class of service. *Note: Some benefits are subject to limitations, e.g. age of patient, frequency of procedure, late enrollee, etc., or excluded in some instances. Please review "LIMITATIONS" and "EXCLUSIONS" in this Summary.*

#### MAXIMUM CONTRACT BENEFIT

The maximum benefit payable for combined Classes I, II, and III covered dental services rendered to an eligible person during the benefit year shall be \$1,500. The maximum lifetime benefit payable to Class IV services rendered to an eligible dependent child shall be \$1,500. *Note: Benefits paid by the Plan for covered oral evaluations (procedure codes D0120-D0180) and routine prophylaxis (procedure codes D1110 and D1120) rendered to an eligible person during the benefit year will not reduce such person's maximum benefit for combined Class I, Class II, and Class III covered dental services.*

#### DEDUCTIBLE

\$50 per person per benefit year. *Note: The maximum family deductible is three (3) individual deductibles per benefit year. Note: Deductible is not applicable to Classes I and IV Services.*

### DESCRIPTION OF COVERED SERVICES

#### CLASS I SERVICES – 100%

**Diagnostic Services:** Procedures performed by properly licensed dentists in evaluating existing conditions to determine the required dental treatment. By way of description, such covered services include: Oral evaluations (examinations), emergency palliative treatment, and x-rays.

**Preventive Services:** Procedures performed by properly licensed dentists to prevent the occurrence of disease. By way of description, such covered services include: Routine prophylaxis (cleaning); and topical application of fluoride and space maintainers for eligible dependent children.

#### CLASS II SERVICES – 80%

**Basic Restorative Services:** Procedures performed by properly licensed dentists in the treatment of carious lesions (decay/cavity). By way of description, such covered services include: Amalgam and composite restorations (fillings); and stainless steel restorations (crowns) and limited sealants for eligible dependent children.

**Oral Surgery Services:** Procedures performed by properly licensed dentists for extractions and other oral surgical procedures.

**Endodontic Services:** Procedures performed by properly licensed dentists for the treatment of non-vital teeth. By way of description, such covered services include: Pulpal therapy and root canal treatment.

**Periodontic Services:** Procedures performed by properly licensed dentists for the treatment of diseases of the gums and supporting structures of the teeth, including, but not limited to, periodontal maintenance procedures following active therapy.

#### CLASS III SERVICES – 50%

**Major Restorative Services:** Provides porcelain or cast restorations (other than stainless steel) for the treatment of carious lesions (decay/cavity) when teeth cannot be restored with another filling material. *Note: A crown or cast restoration is optional treatment unless the tooth is damaged by decay or fracture to the point it cannot be restored by an amalgam or composite restoration.*

**Prosthodontic Services:** Procedures for construction of fixed partial dentures (bridges), removable partial dentures, and complete dentures, including adjustment or repair of an existing prosthodontic device provided under this Plan.

**Implant Services:** Procedures for implant placement, implant-supported prosthetics, and maintenance and repair of implants and implant-supported prosthetics provided under this Plan.

#### CLASS IV SERVICES – 50%

*(Available to eligible Dependent Children under age 19)*

**Orthodontic Services:** The necessary treatment and procedures required for the correction of malposed teeth.

### LIMITATIONS

The benefits to be provided to Subscribers and eligible Dependents under this Plan shall be limited as follows:

- During the first twelve (12) months a Late Enrollee is covered, initially or following re-enrollment, benefits to Late Enrollee shall be limited to only covered Class I (diagnostic and preventive) dental services.
- For purposes of this Plan, any procedure frequency limitation is measured in a period of continuous calendar-year months (a consecutive-month period), which begins on the date of service for which the procedure was last paid.
- Prophylaxis is a benefit twice in a 12 consecutive month period. *Note: Cleanings/prophylaxis of any type, including periodontal maintenance, are limited to any combination of two in a 12 consecutive month period.*
- Oral evaluation is a benefit twice in a 12 consecutive month period.
- Limited (emergency) oral evaluation is a benefit twice in a 12 consecutive month period. *Note: Benefits for limited (emergency) oral evaluation may be disallowed if other services are provided on the same day.*
- Bitewing x-rays are a benefit once in a 12 consecutive month period. *Note: Benefits may be limited if multiple same-day x-rays are provided on the same day by the same dentist/dental office.*
- Full-mouth x-rays, a panoramic film, or multiple same-day x-rays is a benefit once in a 60 consecutive month period unless necessary for the diagnosis and treatment of a specific disease or injury.
- Topical application of fluoride solutions is a benefit for patients through age 18, and once in a 12 consecutive month period.
- A space maintainer is a benefit for missing primary posterior teeth for persons through age 15, and not for orthodontic purposes.
- Sealants are a benefit for persons through age 15, limited to permanent first and second molar teeth free of caries and restorations on the occlusal surfaces. Sealants are a benefit once per tooth in a 60 consecutive month period.
- Stainless steel crowns are a benefit only for persons through age 11, and once per tooth in an 84 consecutive month period.
- General anesthesia/IV sedation is a benefit only when administered by a properly licensed dentist in a dental office in conjunction with oral surgical procedures (D7000-D7999) when covered, or when necessary due to concurrent medical conditions. The fee for general anesthesia/IV sedation is denied when billed by anyone other than a licensed dentist.

- Payment is made for a single tooth surface repair once in a 24 consecutive month period, regardless of the number of combinations of restorations placed therein.
- Root canal therapy is a benefit once per tooth in a 36 consecutive month period.
- Prosthodontics: (1) An upper or lower denture is a payable benefit once per arch in a 60 consecutive month period; (2) a removable partial denture or fixed partial denture (bridge) may not be provided more often than once per arch in any 60 consecutive month period, except where the loss of additional teeth requires the construction of a new appliance; (3) relin and rebase is a benefit once in any 36 consecutive month period for any one appliance.
- Crowns/onlays/veneers on the same tooth are a benefit once in an 84 consecutive month period.
- Implant Benefits: (1) Surgical placement of implant body-endosteal implant, surgical placement of interim implant, abutment-supported crown in conjunction with an implant, and implant supported crown are a benefit once per tooth in any 84 consecutive month period for persons age 16 and over; (2) implant/abutment supported removable and implant/abutment supported fixed denture are a benefit once per arch in any 60 consecutive month period for persons age 16 and over; (3) prefabricated abutment and custom abutment are a benefit once in a lifetime, per tooth; and (4) an implant will not be allowed within 60 months of a fixed partial denture pontic to restore the same tooth space. *Note: Additional limitations may apply to covered implant procedures (please contact DDPOK Customer Service with any questions).*
- Orthodontic Benefits: (1) Benefits are available only to eligible dependent children; (2) benefits are available only if such eligible child's treatment commences on or after his/her effective date of orthodontic coverage under this Plan, unless the Plan Sponsor/Employer had a group dental plan in full force and effect through and including the day immediately preceding the effective date of this Plan, such child's orthodontic treatment commenced under the benefits of said previous dental plan, and treatment has been continuous and is ongoing; (3) benefits are limited to periodic payments; and (4) benefits cease the last day of the month in which: (a) such child attains the maximum age specified in this Summary or becomes ineligible for coverage under this Plan, (b) treatment is terminated for any reason before completion of the treatment plan, or (c) the maximum orthodontic benefit has been paid, whichever occurs first.
- Single crowns/onlays/veneers are benefits for persons age 12 and over.
- Fixed partial dentures (bridges) and removable partial dentures are benefits for persons age 16 and over.
- Alternate Benefits/Optional Treatment: DDPOK may consider alternate dental services that are suitable for care of a specific condition if those alternate services will produce a professionally acceptable result, as determined by DDPOK. If patient and dentist elect other treatment, patient will be responsible for any charges in excess of DDPOK's payment. For example: if a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment based on such procedure will be made toward a more elaborate or precision appliance the dentist and patient may choose to use, and patient is responsible for the balance of the cost; a fixed partial denture (bridge) will be allowed only when a removable partial denture will not suffice; if a crown or cast restoration is not allowed, an alternate benefit allowance for an amalgam or composite restoration may be made and any fee charged in excess of the allowance is chargeable to the patient; etc.
- DDPOK's obligation to provide benefits for covered dental services terminates on the last day of the month in which the patient becomes ineligible for benefits under this Plan.
- Care terminated due to death will be paid in full, to the limit of DDPOK's liability, for services completed or in progress.
- When services in progress are interrupted and completed later by another dentist, DDPOK will review the claim to determine the payment to each dentist.
- Processing policies, if applied, may limit benefits and can be found on each Explanation of Benefits.
- Charges for any covered dental service or supplies which are included as covered medical expenses under the plan of Major Medical or Comprehensive Medical Expense Benefits Plan must first be submitted for payment to the medical carrier. DDPOK may benefit as the secondary carrier.

#### EXCLUSIONS

The following shall be excluded from the benefits to be provided to Subscribers and Eligible Dependents.

- Benefits or services for injuries or conditions compensable under Workers' Compensation or Employers' Liability laws.
- Benefits or services available from any federal or state government agency, or from any municipality, county, or other political subdivision or community agency, or from any foundation or similar entity.
- Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of dental coverage.
- Benefits for services or appliances started prior to the date the patient became eligible under this Plan may be excluded.
- Benefits for services when a claim is received for payment more than 12 months after services are rendered.
- Charges for treatment by other than a properly licensed dentist, except that cleaning and scaling of teeth and topical application of fluoride may be performed by a properly licensed hygienist if treatment is rendered under the supervision and guidance of the dentist, in accordance with generally accepted dental standards.
- Charges for completion of forms or submission of documentation required by DDPOK for a benefit determination.
- Charges for broken appointments, hospitalization or additional fees charged for hospital treatment, and bleaching of teeth.
- Prescription drugs, pre-medications, and relative analgesia.
- Experimental procedures.
- Benefits or services to correct congenital or developmental malformations.
- Services for the purpose of improving appearance when form and function are satisfactory and there is insufficient pathological condition evident to warrant the treatment (cosmetic dentistry).
- Restorations for altering occlusion (bite), involving vertical dimensions, replacing tooth structure lost by attrition (grinding of teeth), erosion, abrasion (wear), or for periodontal, orthodontic, or other splinting.
- Charges for replacement of lost, missing, or stolen crowns or appliances, or for repair of an orthodontic appliance.
- Services with respect to diagnosis and treatment of disturbances of the temporomandibular joint (TMJ).
- Services and benefits excluded by the rules and regulations of Delta Dental, including the processing policies.
- All other benefits and services not specified in the Plan Agreement, including but not limited to the following excluded services.

Procedure Code	Description of Excluded Service	Procedure Code	Description of Excluded Service
D0250-D0260	Extraoral films	D6040-D6050	Implant services
D0290	Skull and facial bone survey film	D6090	Replacement of semi-precision or precision attachment of implant/abutment supported prosthesis
D0310	Sialography	**D6191	Radiographic/surgical implant index, by report
D0320-D0322	TMJ film and tomographic survey	D6199	Implant services
*D0340-D0350	Cephalometric film/oral-facial images	**D6253	Provisional pontic
D0360-D0363	Cone Beam ct/Cone Beam	D6548	Retainer-porcelain/ceramic
D0415-D0416	Bacteriologic studies/viral culture	D6600-D6609	Inlays/onlays
D0417-D0418	Collection and preparation of saliva sample for laboratory diagnostic testing/analysis of saliva sample	D6624	Inlay-titanium
D0421-D0425	Genetic test for susceptibility to oral diseases/caries susceptibility test	**D6793	Provisional retainer crown
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities	D6920-D6940	Connector bar/stress breaker
*D0470	Diagnostic cast	D6950	Precision attachment
**D0472-D0474	Accession of tissue	D6975	Coping-metal
**D0475-D0479	Oral pathology tests and examinations	**D6976	Each additional cast post-same tooth
**D0480	Processing/interpretation of exfoliative cytologic smears, including the preparation/transmission of written report	**D6977	Each additional prefabricated post-same tooth
**D0481-D0483	Oral pathology laboratory procedures	D6985	Pediatric partial denture, fixed
D0485	Consultation, incl. preparation of slides from biopsy material	D6999	Unspecified fixed prosthodontic procedure
D0486	Accession of brush biopsy	D7260	Oroantral fistula closure
D0502	Oral pathology procedures	D7261	Primary closure of a sinus perforation
D0999	Unspecified diagnostic procedure	D7270	Tooth re-implantation and/or stabilization
D1204	Adult fluoride	D7272	Tooth transplantation
D1310	Nutritional counseling	*D7280	Surgical exposure of unerupted tooth
D1320	Tobacco counseling re oral disease	D7282	Mobilization of erupted or malpositioned tooth to aid eruption
D1330	Oral hygiene instructions	*D7283	Placement of device to facilitate eruption of impacted tooth
D2410-D2430	Gold foil restorations	D7285-D7286	Biopsy of oral tissue
**D2799	Provisional crown	D7287	Cytology sample collection
**D2953	Each additional cast post-same tooth	*D7290	Surgical repositioning of teeth
**D2957	Each additional prefab post-same tooth	*D7291	Transseptal fiberotomy, by report
**D2970	Temporary crown (fractured tooth)	D7292-D7294	Surgical placement
D2975	Coping	D7320-D7321	Alveoplasty not in conj. with extractions
D2999	Unspecified restorative procedure	D7340-D7350	Vestibuloplasty
**D3110-D3120	Pulp caps	D7410-D7465	Surgical excision of soft tissue/intra-osseous lesions
**D3331	Treatment of root canal obstruction	D7471-D7490	Excision of bone tissue
D3460	Endodontic endosseous implant	D7511	Incision and drainage of abscess-intraoral soft tissue-complicated
D3470	Intentional reimplantation	D7520-D7560	Surgical incision
**D3910	Isolation of tooth with rubber dam	D7610-D7780	Treatment of fractures
**D3950	Canal preparation and fitting of post	D7810-D7899	Reduction of dislocation & mgmt. of TMJ
D3999	Unspecified endodontic procedure	**D7910	Suture of recent small wounds up to 5 cm
D4230-D4231	Anatomical crown exposure	D7911-D7912	Complicated suturing
D4265	Biologic materials to aid in soft and osseous tissue regeneration	D7920-D7960	Other repair procedures
D4266-D4267	Guided tissue regeneration	**D7963	Frenuloplasty
D4275	Soft tissue allograft	**D7970-D7971	Other repair procedures
D4276	Combined connective tissue and double pedicle graft	D7972-D7999	Other repair procedures
D4320-D4321	Provisional splinting	*D8000-D8690	Orthodontic services
D4381	Application of chemotherapeutic agents	D8691-D8692	Other orthodontic services
**D4920	Unscheduled dressing change	**D8693	Rebonding/recentring/repairing fixed retainer
D4999	Unspecified periodontal procedure	D8999	Unspecified orthodontic service
D5810-D5811	Interim complete dentures	**D9210-D9215	Anesthesia
D5862	Precision attachment, by report	D9230	Analgesia, anxiety, nitrous oxide inhalation
D5867	Replacement of replaceable part of semi-precision or precision attachment	D9248	Non-intravenous conscious sedation
D5875	Modification of removable prosthesis	D9410-D9450	Professional visits
D5899	Unspecified prosthodontic procedure	D9610-D9630	Drugs
D5911-D5999	Maxillofacial prosthetics	D9910-D9999	Miscellaneous services

\*\*Disallowed – The fee for a procedure or service is disallowed—it is not benefited by DDPOK, nor collectable from the patient by a Participating Dentist. \* Orthodontic – Orthodontic services will be allowed if group contract stipulates orthodontic coverage.