

A Delta Dental

Benefits Solution

For Hadley-Luzerne Central School District

EFFECTIVE DATE: July 1, 2024

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deltadentalins.com

Why Delta Dental¹?

Because together we shine!



At Delta Dental, your dental plan comes first. Dental insurance is our top priority, and we put more than 65 years of specialized expertise to work where it matters most.



Strong network

We offer the largest dentist network and best effective discount in the nation². The size of our network means more in-network visits — which in turn means less out-of-pocket costs for enrollees and lower claim costs for you. And since we contract directly with our dentists and never lease networks, your enrollees can count on a streamlined experience with any Delta Dental dentist, all of whom pass a rigorous NCQA-compliant credentialing process³.



Dedicated account service

Your plan comes with customized, focused support from an experienced account manager. You can count on an acknowledgement within 24 hours from a trusted partner. You'll also get regular reports to help you measure the performance of your plan, as well as access to monthly wellness campaigns, materials to help you promote network utilization and more.

¹Delta Dental of California, Delta Dental of Pennsylvania and Delta Dental Insurance Company, together with our affiliate companies and Delta Dental of New York form one of the nation's largest dental benefits delivery systems, covering more than 41 million enrollees. All our companies are members, or affiliates of members, of the Delta Dental Plans Association consisting of 39 Delta Dental companies that together provide dental coverage to more than 89 million people in the U.S.

² 2021 Milliman Dental Actuarial Analytics PPO Network Study

³All Delta Dental companies share common networks. In our enterprise, Delta Dental Insurance Company manages network credentialing and received NCQA Accreditation in Credentialing.



Healthy smiles

The health of your members is our top priority. We use the latest dental science and our large claims database to meticulously design plans that promote dental health. Our attractive benefits encourage your enrollees to take advantage of diagnostic and preventive care, which helps them avoid serious conditions and costly treatment down the road.



Exceptional value

We offer exclusive value-added features, such as access to discounts on LASIK vision correction services, hearing aids and oral care products. Our plans also provide access to a vast library of wellness information, videos, and our quarterly *Grin!* Magazine



Cutting-edge security

Our cyber risk management program supports all your data and digital experiences with strong encryption, state-of-theart intrusion detection and advanced data-loss prevention to keep your information safe. And our business continuity program helps prevent service disruptions, so you can count on us to be there whenever you need us.

Keep your members healthy, happy and smiling.

We're here to help you shine.

Products Quoted



Choosing the dental plan that works best for your organization is easy with Delta Dental. It's our job to make dental benefits easy for you and your employees.

Delta Dental PPO™1



The largest proprietary network² of dentists in the U.S. Nearly four out of five dentists in the U.S. participate with Delta Dental, which makes it easy for your employees to find a participating dentist.



The industry's best effective discount³. Our Delta Dental PPO™ plan delivers the industry's best effective discount — averaging 32.2% nationally — resulting in more than \$9.67 billion in annual savings compared to dentists' average charges, which means reduced plan costs and significant out-of-pocket savings for your employees.



Claims ease and accuracy. Delta Dental dentists directly submit claims for their patients, so it's easy for your employees to use their benefits. We process claims quickly and efficiently — an average of one calendar day with over 99% accuracy.



An easy-to-use coinsurance plan. With a Delta Dental dentist, employees are responsible only for their portion of the bill after service. We pay our share directly to the dentist.

¹ Delta Dental PPO™ and Delta Dental Premier® are underwritten by Delta Dental Insurance Company in AL, DC, FL, GA, LA, MS, MT, NV, TX and UT and by not-for-profit dental service companies in these states: CA - Delta Dental of California; PA, MD - Delta Dental of Pennsylvania; NY - Delta Dental of New York, Inc.; DE - Delta Dental of Delaware, Inc.; WV - Delta Dental of West Virginia, Inc. In Texas, Delta Dental PPO provides a dental provider organization (DPO) plan.

² June 2022 Independent Zelis Analytics Data; based on the Delta Dental Premier® network

³ 2021 Milliman Dental Actuarial Analytics PPO Network Study, nationally for all Delta Dental member companies of the Delta Dental Plans Association

Dental care made easy



A Delta Dental plan is more than just great dental benefits. You and your employees will also enjoy our exceptional service. Every facet of your experience, from customer support to claims processing, is smooth and efficient.

Effortless benefits administration

- A designated onboarding project manager who helps ensure a smooth implementation
- An experienced account manager who acknowledges your inquiries within 24 hours and helps you evaluate your plan's performance with comprehensive financial and utilization reports
- Open enrollment and health fair support, benefit communication materials, wellness tools and an online support guide to manage your plan
- Self-service online tools to support billing and eligibility

Fast, effective customer service for employees

- A professional customer service team, many of whom have dental office experience
- Online self-service tools that empower your employees to find a dentist, read dentists' reviews, get a cost estimate of dental procedures and review claims and benefits

Prompt claims processing and payment

- Quick, accurate processing of your enrollees' claims we process more than 40 million claims per year with accuracy that exceeds 99% and an average turnaround of just one day
- An in-house staff of dentist consultants that evaluates claims, ensuring that treatment and billing for services are appropriate and meet our strict guidelines

Ongoing network management and quality assessment

- A large, stable network of dentists with a 97% average annual persistency rate — employees can feel confident they'll be able to stay with the dentist of their choice
- Direct contracts with our dentists we never lease networks so that you can count on reliably low fees for services, consistent processing and no network access fees
- Provider credentialing that meets National Committee for Quality Assurance standards, ^{1, 2} and ongoing quality assessments
- Extensive utilization management with fraud monitoring tools built into our claims processing system

¹ Dental of California, Delta Dental of Pennsylvania, Delta Dental Insurance Company and their affiliates are part of an enterprise that covers enrollees in all 50 states, plus Washington, D.C. and Puerto Rico.

² All Delta Dental companies share common networks. In our enterprise, Delta Dental Insurance Company manages network credentialing and received NCQA Accreditation in Credentialing.



Proposed Rates

Group: Hadley-Luzerne Central School District **Plan:** Delta Dental PPO™ – Program A - Plan 1

Contract type: Non-Retention

Full Contract term: 07/01/2024 to 06/30/2026

Enrollee Only \$\\$29.14

The above rates include 0.00% broker commission.

The above rates are not valid unless accompanied by the provisions in the attached pages.

Rates assume that Hadley-Luzerne Central School District is affiliated with New York State United Teachers (NYSUT) and their experience will be pooled for renewal purposes.

Coinsurances	PPO Network	Premier Network	Non-Delta Dental
Diagnostic and preventive services ²			
Exams, X-Rays, Prophylaxis, Fluoride, Space	100%	100%	100%
Maintainers, Sealants, Major Restorative			
Basic services			
Minor Restorative, Stainless Steel Crowns,			
Endodontics, Extractions, Surgical Extractions,	100%	100%	100%
Other Oral Surgery, Palliative Treatment, IV			
sedation & Anesthesia, Consultation			
Major services			
Periodontics Surgical, Periodontics Non-Surgical,			
Periodontal Maintenance, Denture	50%	50%	50%
Repair/Reline/Rebase, Prosthodontics Removable,			
Prosthodontics Fixed			
Orthodontic services ¹	50%	50%	50%
Dependent children	30%	30%	30%
Additional services			
Implants Surgical, Implants Non-Surgical,	Not Covered	Not Covered	Not Covered
Temporomandibular joint dysfunction (TMJ)			

Deductibles	PPO Network	Premier Network	Non-Delta Dental
Annual deductible Per individual/family per calendar year	\$0/\$0	\$0/\$0	\$0/\$0
Orthodontic deductible Per individual per lifetime	\$0	\$0	\$0

Maximums	PPO Network	Premier Network	Non-Delta Dental
Annual maximum Per individual per calendar year	\$2,000	\$2,000	\$2,000
Orthodontic maximum Per individual per lifetime	\$2,500	\$2,500	\$2,500

¹ Annual deductible is waived for orthodontic services.
² Annual maximum is waived for diagnostic & preventive services.

Assumptions and guidelines

Proposal Disclosure

The rates quoted in this proposal are based on the information provided to Delta Dental at the time the proposal was released. This proposal is not a contract. If the group wishes to sign a contract with Delta Dental, it will be required to complete and sign a Group Application. Delta Dental's acceptance of a completed Group Application will be based on verification of group enrollment specifications.

If during the Contract Term any new or increased tax, assessment or fee is imposed on the amounts payable to or by Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount will be increased by the amount of any such new or increased tax, assessment or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

Maximum Contract Allowance

Contracted dentists are paid directly by Delta Dental and by agreement cannot bill the enrollee more than their contracted fee. Non-contracted dentists may not always accept Delta Dental's program allowance as payment in full. The enrollee is responsible for paying up to the non-contracted dentist's submitted charge.

Reimbursement is based on the PPO contracted fees for PPO dentists, the PPO contracted fees for Premier dentists and the PPO contracted fees for non-Delta Dental dentists.

Benefit payments for services rendered by non-contracted dentists are sent directly to the enrollee. It is the enrollee's responsibility to pay the non-contracted dentist.

Fully Insured Non-Retention Contract

Any profit or loss remaining at the end of the contract period will be absorbed by Delta Dental. The client assumes no liability in a loss situation.

Rate Guarantee

Rates are valid if purchased by the proposed effective date of 7/1/2024. Delta Dental recommends 90 days advance notice for implementation.

Contribution and Participation

Rates assume an employer contribution of 100% toward the employee cost and 80% toward the dependent cost of coverage for all eligible employees. Rates assume that there will be a minimum enrollment of 149 primary enrollees.

Eligibility

Eligible employees may enroll on the first day of the month following completion of the employer's required eligibility period. Eligible employees who decline dental coverage may elect to enroll at the next open enrollment. The same requirements also apply for dependent coverage. Primary enrollees electing dependent coverage must enroll all eligible dependents in the dental program. Eligibility for employees and dependents is subject to all state laws or regulatory requirements. Enrollees eligible for optional continuation of group benefits under the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) may continue coverage as allowed by law.

Limitations and Exclusions

The proposed plan will be administered to match the current plan's benefits, limitations and exclusions as closely as possible.

Deductibles and Maximums

Deductible and maximum amounts for in network and out-of-network are inclusive of each other and not in addition to.

Single Dental Carrier

It is assumed that Delta Dental is to be the only dental carrier and that all primary enrollees (and their dependent enrollees) will be covered under our plan(s).

Additional Benefits for Pregnancy

Pregnant enrollees are eligible for a benefit enhancement consisting of one additional oral evaluation and either one additional prophylaxis or one periodontal scaling/root planing procedure.

Missing Teeth

Restorative treatment and replacement of teeth extracted prior to the effective date are covered benefits.

Posterior Composites

Posterior Composites covered.

Takeover

Takeover of ortho maximums is included.

Standard Limitations (NY Fully Insured)

Delta Dental PPO & Delta Dental Premier plans

Limitations below with age limitations will be subject to exception based on medical necessity.

 Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services." Optional Services also include the use of specialized techniques instead of standard procedures.

Examples of Optional Services:

- a) A composite restoration instead of an amalgam restoration on posterior teeth (if posterior composite restoration is a non-covered service)
- b) A crown where a filling would restore the tooth
- c) An inlay/onlay instead of an amalgam restoration
- d) Porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown); or
- e) An overdenture instead of denture

If an employee receives Optional Services, an alternate benefit will be allowed, which means we will base benefits on the lower cost of the customary service or standard practice instead of on the higher cost of the Optional Service. The employee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

- 2. Exam and cleaning limitations:
 - a) We will pay for oral examinations (except after-hours exams and exams for observation) and cleanings (including scaling in presence of generalized moderate or severe gingival inflammation-full mouth, periodontal maintenance in the presence of inflamed gums or any combination thereof) no more than twice in a calendar year.

- b) A full mouth debridement is allowed once in a lifetime when the enrollee has no history of prophylaxis, scaling and root planing, periodontal surgery or periodontal maintenance procedures within three (3) years. When allowed a full mouth debridement counts toward the cleaning frequency in the year provided.
- c) Note that periodontal maintenances, procedure codes that include periodontal maintenances and full mouth debridement are covered under Basic services and routine cleanings are covered as a Diagnostic and Preventive benefit. See note on additional benefits during pregnancy.
- d) Caries risk assessments are allowed once in 12 months.

3. X-ray limitations:

- a) We will limit the total reimbursable amount to the provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
- b) When a panoramic film is submitted with supplemental film(s), we will limit the total reimbursable amount to the provider's Accepted Fee for a complete intraoral series.
- c) If a panoramic film is taken in conjunction with an intraoral complete series, we consider the panoramic film to be included in the complete series.
- d) A complete intraoral series and panoramic film are each limited to once every 60 months.
- e) Bitewing x-rays are limited to two (2) times in a calendar year when provided to enrollees under age 18 and one (1) time each calendar year for employees age 18 and over. Unless warranted by special circumstances, bitewings of any type are disallowed within 12 months of a full mouth series
- f) Bitewing x-rays are limited to two (2) images for enrollees under age 10.
- g) Image capture procedures are not separately allowable services.

- 4. Topical application of fluoride solutions is limited to employees to age 19 and no more than twice per calendar year.
- 5. Interim caries arresting medicament application is limited to twice per tooth per calendar year.
- 6. Space maintainer limitations:
 - a) Space maintainers are limited to the initial appliance for enrollees to age 14. However, a distal shoe space maintainer-fixed-unilateral is limited to children eight (8) and younger. A separate/additional space maintainer can be allowed after the removal of a unilateral distal shoe.
 - b) Recementation of space maintainer is limited to once per lifetime.
 - c) The removal of a fixed space maintainer is considered to be included in the fee for the space maintainer; however, an exception is made if the removal is performed by a different provider/provider's office.
- 7. Pulp vitality tests are allowed once per day when definitive treatment is not performed.
- 8. Cephalometric x-rays, oral/facial photographic images and diagnostic casts are covered once per lifetime in conjunction with orthodontic services only when orthodontic services are covered. If orthodontic services are covered, see Limitations as age limits may apply. However, 3D x-rays are not a covered benefit.
- 9. Sealants are limited as follows:
 - a) Through age 15 on permanent first and second molars if they are without caries (decay) or restorations on the occlusal surface.
 - b) Repair or replacement of a sealant on any tooth within 24 months of its application is included in the fee for the original placement.
- 10. Specialist consultations, screenings of patients, and assessments of patients are limited to once per lifetime per provider and count toward the oral exam frequency.

- 11. We will not cover replacement of an amalgam or resin-based composite restoration (filling) or [prefabricated stainless steel] within 24 months of treatment if the service is provided by the same provider/provider office. Replacement restorations within 24 months are included in the fee for the original restoration.
- 12. Protective restorations (sedative fillings) are allowed once per tooth per lifetime when definitive treatment is not performed on the same date of service.
- 13. Prefabricated crowns are allowed on baby (deciduous) teeth and permanent teeth up to age 16. Replacement restorations within 24 months are included in the fee for the original restoration.
- 14. Therapeutic pulpotomy is limited to once per lifetime for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.
- 15. Pulpal therapy (resorbable filling) is limited to once in a lifetime. Retreatment of root canal therapy by the same provider/provider office within 24 months is considered part of the original procedure.
- 16. Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth of one (1) initial visit, four (4) interim visits and one (1) final visit to age 19.
- 17. Retreatment of apical surgery by the same provider/provider office within 24 months is considered part of the original procedure.
- 18. Palliative treatment is covered per visit, not per tooth, and the fee includes all treatment provided other than required x-rays or select Diagnostic procedures.
- 19. Periodontal limitations:
 - a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional benefits during pregnancy. No more than two quadrants of scaling and root planing will be covered on the same date of service.

- b) Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing performed within 36 months by the same provider/provider office.
- c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants. Guided tissue regenerations and/or bone grafts are not benefited in conjunction with soft tissue grafts in the same surgical area.
- d) Periodontal surgery is subject to a 30-day wait following periodontal scaling and root planing in the same quadrant.
- e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30-day wait following periodontal scaling and root planing if performed by the same provider office.
- f) When implant procedures are a covered benefit, scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure is covered as a [Basic/Major] service and are limited to once in a 24-month period.
- 20. Oral surgery services are covered once in a lifetime except removal of cysts and lesions and incision and drainage procedures, which are covered once on the same day.
- 21. The following oral surgery procedure is limited to age 19 (or orthodontic limiting age): transseptal fiberotomy/supra crestal fiberotomy, by report.
- 22. The following oral surgery procedures are limited to age 19 (or orthodontic limiting age) provided orthodontic services are covered: surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth, and surgical repositioning of teeth.
- 23. Frenulectomy and frenuloplasty are only considered in cases of ankyloglossia (tongue-tie) interfering with feeding or speech as diagnosed and documented by a physician, or the frenum is contributing to the presence of a large diastema(s).

- 24. Crowns and inlays/onlays are limited to enrollees age 12 and older and are covered not more often than once in any 60-month period except when we determine the existing crown or inlay/onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
- 25. Core buildup, including any pins, are covered not more than once in any [60]-month period.
- 26. Post and core services are covered not more than once in any [60]-month period.
- 27. Crown repairs are covered not more than twice in any 60-month period. Crowns, inlays/onlays and fixed bridges include repairs for 24 months following installation.
- 28. Denture repairs are covered not more than once per arch in any six (6)-month period except for fixed denture repairs which are covered not more than twice in any 60-month period.
- 29. Prosthodontic appliances that were provided under our plans will be replaced only after [60 months] have passed, except when we determine that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Fixed prosthodontic appliances are limited to enrollees age 16 and older. Replacement of a prosthodontic appliance not provided under our plan will be made if we determine it is unsatisfactory and cannot be made satisfactory.
- 30. When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a benefit.
- 31. Recementation of crowns, inlays/onlays or bridges is included in the fee for the crown, inlay/onlay or bridge when performed by the same provider/provider office within six (6) months of the initial placement. After six (6) months, payment will be limited to one (1) recementation in a lifetime by the same provider/provider office.

- 32. We limit payment for dentures to a standard partial or complete denture (employee coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post-delivery care including any adjustments and relines for the first six (6) months after placement.
 - a) Denture rebase is limited to one (1) per arch in a 24-month period and includes any relining and adjustments for six (6) months following placement.
 - b) Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment or reline, adjustments are limited to two (2) per arch in a calendar year and relining is limited to one (1) per arch in a six (6) month period.
 - c) Tissue conditioning is limited to two (2) per arch in a 12-month period. However, tissue conditioning is not allowed as a separate benefit when performed on the same day as a denture, reline or rebase service.
 - d) Recementation of fixed partial dentures is limited to once in a lifetime.
- 33. We will not pay for implants (artificial teeth implanted into or on bone or gums), their removal or other associated procedures, but we will credit the cost of a pontic or standard complete or partial denture toward the cost of the implant associated appliance, i.e., the implant supported crown or denture. The implant appliance is not covered.
- 34. Limitations on Orthodontic Services (applicable only for plans where orthodontic benefits are being quoted):
 - a) The maximum amount payable for each enrollee is shown in Attachment A.
 - b) Benefits for orthodontic services will be provided in periodic payments based on the enrollee's continuing eligibility.
 - c) Benefits are not paid to repair or replace any orthodontic appliance received under this plan.
 - d) Benefits are not paid for orthodontic retreatment procedures.

- e) Non-orthodontic procedures performed for the purpose of orthodontic treatment are subject to the orthodontic contract benefit level and maximum if covered as benefits under our standard processing policies.
- f) Benefits for orthodontic services are limited to dependent child enrollees under the age of 19.
- 35. Limitations on TMJ Services: (appliable only for plans where TMJ benefits are being quoted):
 - a) TMJ benefits are subject to all the limitations, exclusions and other terms and conditions under the contract.
 - b) We will not pay for the repair or replacement of any appliance furnished in whole or in part under this or any other health plan which provides TMJ benefits.
 - c) Benefits are limited to: those intra-oral services which would normally be provided by a provider in relief of oral symptoms associated with TMJ and will not include those services which would normally be provided under medical care including, but not limited to, psychotherapy, special joint exams and x-rays, joint surgery and medications.
 - d) Fixed appliances and restorations are excluded. Diagnostic procedures not otherwise covered under this plan are excluded.
 - e) Any procedure paid under any other category of benefits is not covered as a TMJ benefit.
 - f) We will not cover the repair of any appliances for night guard/occlusal guard or temporary tooth stabilization services. The replacement of appliances for night guard/occlusal guard or temporary tooth stabilization services are limited to once every [60] months. Adjustment of an occlusal guard or occlusal orthotic device is allowed once in 12 months following six months from initial placement. [item f, only if applicable]

Standard Exclusions (NY Fully Insured)

Delta Dental PPO & Delta Dental Premier plans

No coverage is available for the following:

- 1. Cosmetic Services We do not cover cosmetic services or surgery unless otherwise specified, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered child which has resulted in a functional defect [,except for orthodontics as described in Attachment B]. Cosmetic surgery does not include surgery determined to be Medically Necessary. If a claim for a procedure listed in 11 NYCRR 56 (e.g., certain plastic surgery and dermatology procedures) is submitted retrospectively and without medical information, any denial will not be subject to the Utilization Review process in the Utilization Review and External Appeals sections of this plan's Certificate of Coverage unless medical information is submitted.
- 2. <u>Coverage Outside of the United States, Canada or Mexico</u> We do not cover care or treatment provided outside of the United States, its possessions, Canada or Mexico except for emergency dental care as described in Attachment B.
- 3. Experimental or Investigational Treatment We do not cover any health care service, procedure, treatment, or device that is experimental or investigational. However, we will cover experimental or investigational treatments, including treatment for your rare disease or patient costs for your participation in a clinical trial, when our denial of services is overturned by an External Appeal Agent certified by the State. However, for clinical trials, we will not cover the costs of any investigational drugs or devices, non-health services required for you to receive the treatment, the costs of managing the research, or costs that would not be covered under this plan's Certificate of Coverage for non-investigational treatments. See the Utilization Review and External Appeal sections of this plan's Certificate of Coverage for a further explanation of your appeal rights.
- 4. <u>Felony Participation</u> We do not cover any illness, treatment or medical condition due to your participation in a felony, riot or insurrection.

- 5. <u>Government Facility</u> We do not cover care or treatment provided in a hospital that is owned or operated by any federal, state or other governmental entity, except as otherwise required by law.
- 6. <u>Medical Services</u> We do not cover medical services or dental services that are medical in nature, including any hospital charges or prescription drug charges.
- 7. Medically Necessary In general, we will not cover any dental service, procedure, treatment, test or device that we determine is not Medically Necessary. If an External Appeal Agent certified by the State overturns Our denial, however, we will cover the service, procedure, treatment, test or device for which coverage has been denied, to the extent that such service, procedure, treatment, test or device, is otherwise covered under the terms of this plan's Certificate of Coverage.
- 8. <u>Medicare or Other Governmental Program</u> We do not cover services if benefits are provided for such services under the federal Medicare program or other governmental program (except Medicaid).
- 9. <u>Military Service</u> We do not cover an illness, treatment or medical condition due to service in the armed forces or auxiliary units.
- 10. <u>No-Fault Automobile Insurance</u> We do not cover any benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable. This exclusion applies even if you do not make a proper or timely claim for the benefits available to you under a mandatory no-fault policy.
- 11. <u>Services not Listed</u> We do not cover services that are not listed as being covered.
- 12. <u>Services Provided by a Family Employee</u> We do not cover services performed by an employee of the covered person's immediate family. "Immediate family" shall mean a child, spouse, mother, father, sister, or brother of you or your spouse.
- 13. <u>Services Separately Billed by Hospital Employees</u> We do not cover services rendered and separately billed by employees of Hospitals, laboratories or other institutions.
- 14. <u>Services with No Charge</u> We do not cover services for which no charge is normally made.

- 15. <u>War</u> We will not cover an illness, treatment or medical condition due to war, declared or undeclared.
- 16. <u>Workers' Compensation</u> We do not cover services if benefits for such services are provided under any state or federal Workers' Compensation, employers' liability or occupational disease law.

Limitations and exclusions may vary depending on the benefits selected.