DELTA DENTAL HMO Standard Benefit Limitations

- 1. Prophylaxis is limited to one treatment each six month period (includes periodontal maintenance);
- 2. Full maxillary and/or mandibular dentures including immediate dentures are not to exceed one each in any five year period from initial placement;
- 3. Partial dentures are not to be replaced within any five year period from initial placement, unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible;
- 4. Crown(s) and fixed partial dentures (bridges) are not to be replaced within any five year period from initial placement;
- 5. Denture relines are limited to one per denture during any 12 consecutive months;
- 6. Periodontal treatments (scaling and root planing) are limited to four quadrants during any 12 consecutive months;
- 7. Full mouth debridement (gross scale) is limited to one treatment in any 12 consecutive month period;
- 8. Bitewing x-rays are limited to not more than one series of four films in any six month period;
- 9. A full mouth x ray series (including any combination of periapicals or bitewings with a panoramic film) or a series of seven or more vertical bitewings is limited to one series every 24 months;
- 10. Benefits for sealants include the application of sealants only to the occlusal surface of permanent molars for patients through age 15. The teeth must be free from caries or restorations on the occlusal surface.
 Benefits also include the repair or replacement of a sealant on any tooth within three years of its application by the same Contract Dentist who placed the sealant;
- 11. Replacement of prosthetic appliances (bridges, partial or full dentures) shall be considered only if the existing appliance is no longer functional or cannot be made functional by repair or adjustment and meets the five year limitation for replacement;
- 12. Coverage is limited to the Benefit customarily provided. Enrollee must pay the difference in cost between the Contract Dentist's usual fees for the covered Benefit and the Optional or more expensive treatment plus any applicable Copayment;
- 13. Services that are more expensive than the treatment usually provided under accepted dental practice standards or include the use of specialized techniques instead of standard procedures, such as a crown where filling would restore a tooth or an implant in place of a fixed bridge or partial denture to restore a missing tooth, are considered Optional treatment;
- 14. Composite resin restorations to restore decay or missing tooth structure that extend beyond the enamel layer are limited to anterior teeth (cuspid to cuspid) and facial surfaces of maxillary bicuspids;
- 15. A fixed partial denture (bridge) is limited to the replacement of permanent anterior teeth provided it is not in connection with a partial denture on the same arch, or duplicates an existing, nonfunctional bridge and it meets the five year limitation for replacement;
- 16. Stayplates, in conjunction with fixed or removable appliances, are limited to the replacement of extracted anterior teeth for adults during a healing period or in children 16 years and under for missing anterior teeth;
- 17. Benefits provided by a pediatric Dentist are limited to children through age seven following an attempt by the assigned Contract Dentist to treat the child and upon prior authorization by Delta, less applicable Copayments. Exceptions for medical conditions, regardless of age limitation, will be considered on an individual basis;
- 18. Porcelain crowns and porcelain fused to metal crowns on all molars is considered Optional treatment;
- 19. Fixed bridges used to replace missing posterior teeth are considered Optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge used under these circumstances is considered Optional dental treatment. The Enrollee must pay the difference in cost between the Contract Dentist's filed fees for the covered procedure and Optional treatment, plus any Copayment for the covered procedure;

DELTA DENTAL HMO Standard Benefit Exclusions

- 1. General anesthesia, IV sedation, and nitrous oxide and the services of a special anesthesiologist;
- 2. Treatment provided in a government hospital, or for which benefits are provided under Medicare or other governmental program (except Medicaid), and State or Federal workers' compensation, employer liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable; services rendered and separately billed by employees of hospitals, laboratories or other institutions; services performed by a member of the enrollee's immediate family; and services for which no charge is normally made;
- 3. Treatment required by reason of war, declared or undeclared;
- 4. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility;
- 5. Treatment of fractures, dislocations and subluxations of the mandible or maxilla. This includes any surgical treatment to correct facial mal-alignments of TMJ abnormalities which are medical in nature;
- 6. Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures);
- 7. Dental expenses incurred in connection with any dental procedures started after termination of eligibility for coverage or dental expenses incurred in connection with any dental procedure started prior to enrollee's eligibility with the DeltaCare program. Examples: teeth prepared for crowns, root canals in progress, orthodontic treatment;
- 8. Any service that is not specifically listed in Schedule A, Description of Benefits and Copayments;
- 9. Cysts and malignancies which are medical in nature;
- 10. Prescription drugs;
- 11. Any procedure that, in the professional opinion of the contract dentist or Delta's dental consultant, is inconsistent with generally accepted standards for dentistry and will not produce a satisfactory result;
- 12. Dental services received from any dental facility other than the assigned dental facility, unless expressly authorized in writing by DeltaCare or as cited under *Provisions for Emergency Care*;
- 13. Prophylactic removal of impactions (asymptomatic, nonpathological);
- 14. "Consultations" for noncovered procedures;
- 15. Implant placement or removal of appliances placed on or services associated with implants, including but not limited to prophylaxis and periodontal treatment;
- 16. Placement of a crown where there is sufficient tooth structure to retain a standard filling;
- 17. Restorations placed due to cosmetics, abrasions, attrition, erosion, restoring or altering vertical dimension. Treatment or materials primarily for cosmetic purposes including, but not limited to, porcelain or other veneers, except reconstructive surgery which is not medical in nature, and which is either (a) dentally necessary and follows surgery resulting from trauma, infection or other diseases of the involved part and is directly attributable thereto, or (b) dentally necessary because of a congenital disease or anomaly of a covered dependent child which has resulted in a functional defect. If treatment is not excluded as to particular teeth under this provision, cosmetic treatment of teeth adjacent to or near the affected ones is excluded. If an appliance is required as a result of reconstructive surgery, the appliance so provided will be the least expensive one which is adequate for the purpose. This exclusion will not apply if the treatment is approved by an external appeal agent pursuant to Section 4910 of the New York Insurance Law. Refer to ENROLLEE COMPLAINT PROCEDURES and Appendix A, DELTA DENTAL OF NEW YORK'S INTERNAL GRIEVANCE PROCEDURE Rider for additional information:
- 18. Appliances or restorations necessary to increase vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, equilibration or treatment of disturbances of the temporomandibular joint (TMJ) which are medical in nature;
- 19. Extensive treatment plans involving 10 or more crowns or units of fixed bridgework (major mouth reconstruction);
- 20. Precious metal for removable appliances, precision abutments for partials or bridges (overlays, implants, and appliances associated therewith), personalization and characterization;
- 21. Soft tissue management (irrigation, infusion, special toothbrush);
- 22. Treatment or appliances that are provided by a dentist whose practice specializes in prosthodontic services:
- 23. Restorative work caused by orthodontic treatment;
- 24. Extractions solely for the purpose of orthodontics.

DELTA DENTAL HMO ORTHODONTIC LIMITATIONS

- The program provides coverage for orthodontic treatment for children up to age 19, provided through Contract Orthodontists. The cost to the Enrollee for the treatment plan is listed in the Description of Benefits and Co-payments subject to the following:
- 1. Orthodontic treatment must be provided by a Contract Orthodontist;
- 2. Benefits cover 24 months of active orthodontic treatment and include the initial examination, diagnosis, consultation, initial banding, de-banding and the retention phase of treatment. The retention phase includes the initial construction, placement and adjustments to retainers and office visits for a maximum of 24 months:
- 3. For treatment plans extending beyond 24 months of active treatment, the Enrollee will be subject to a monthly office visit fee not to exceed \$75 per month;
- 4. Should an Enrollee's coverage be canceled or terminated for any reason, and at the time of cancellation or termination be receiving any orthodontic treatment, the Enrollee will be solely responsible for payment for treatment provided after cancellation or termination. In this event the Enrollee's obligation shall be based on the Contract Orthodontist's usual fee at the beginning of treatment. The Contract Orthodontist will prorate the amount over the number of months to completion of the treatment. The Enrollee will make payments based on an arrangement with the Contract Orthodontist;
- 5. Three re-cementations or replacements of a bracket/band on the same tooth or a total of five re-bracketings / re-bandings on different teeth during the covered course of treatment are benefits. If any additional re-cementations or replacements of brackets/bands are performed, the Enrollee is responsible for the cost at the contract orthodontist's usual fee:
- 6. The Co-payment is payable to the Contract Orthodontist who initiates banding in a course of orthodontic treatment. If, after banding has been initiated, the Enrollee changes to another Contract Orthodontist to continue orthodontic treatment, (i) the Enrollee will not be entitled to a refund of any amounts previously paid, and (ii) the Enrollee will be responsible for all payments, up to and including the full Co-payment, that are required by the new Contract Orthodontist for completion of the orthodontic treatment;

DELTA DENTAL HMO ORTHODONTIC EXCLUSIONS

- 1. Lost, stolen or broken orthodontic appliances, functional appliances, headgear, retainers and expansion appliances;
- 2. Re-treatment of orthodontic cases:
- 3. Surgical procedures incidental to orthodontic treatment;
- 4. Myofunctional therapy;
- 5. Surgical procedures which are medical in nature related to cleft palate, micrognathia, or macrognathia;
- 6. Treatment related to temporomandibular joint disturbances which are medical in nature;
- 7. Supplemental appliances not routinely utilized in typical comprehensive orthodontics, including, but not limited to, palatal expander, habit control appliance, pendulum, quad helix or herbst;
- 8. Active treatment that extends more than 24 months from the point of banding dentition will be subject to an office visit charge not to exceed \$75 per month;
- 9. Restorative work caused by orthodontic treatment;
- 10. Phase I* orthodontics is an exclusion as well as activator appliances and minor treatment for tooth guidance and/or arch expansion:
- 11. Extractions solely for the purpose of orthodontics;
- 12. Treatment in progress at inception of eligibility:
- 13. Patient initiated transfer after bands have been placed;
- 14. Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.

^{*} Phase I is defined as early treatment including interceptive orthodontia prior to the development of late mixed dentition.