## EXCLUSIONS

## Except as specifically provided in this Certificate, Schedules of Benefits, Riders to the Certificate, no coverage will be provided for services, supplies or charges:

- 1. Not specifically listed in the Schedule of Benefits as a Covered Service.
- 2. Provided to Members by Out-of-Network Dentists except when immediate dental treatment is required as a result of a Dental Emergency occurring more than 50 miles from the Member's home.
- 3. Which in the opinion of the treating dentist, or the Company, are not clinically necessary, or do not have a reasonable, favorable prognosis.

This exclusion does not apply to Group Contracts and Certificates issued and delivered in Maryland.

- 4. That are necessary due to lack of cooperation with Primary Dental Office, or failure to comply with a professionally prescribed Treatment Plan.
- 5. Started or incurred prior to the Member's Effective Date of Coverage with the Company or started after the Termination Date of Coverage with the Company.
- 6. For consultations by a Specialty Care Dentist for services not specifically listed on the Schedule of Benefits as a Covered Service.
- 7. Services or supplies that are not deemed generally accepted standards of dental treatment.
- 8. That are the responsibility of Workers' Compensation or employer's liability insurance, or for treatment of any automobile related injury in which the Member is entitled to payment under an automobile insurance policy. The Company's benefits would be in excess to the third party benefits and therefore, the Company would have right of recovery for any benefits paid in excess.

For Group Contracts and Certificates issued and delivered in Missouri and New Jersey, only services that are the responsibility of Workers' Compensation or employer's liability insurance shall be excluded from this Plan.

For Group Contracts and Certificates issued and delivered in Texas, only services that are the responsibility of the employer's liability insurance, or for treatment of any automobile related injury shall be excluded from this Plan.

For Group Contracts and Certificates delivered in Maryland, only services related to Workers' Compensation or employer's liability insurance shall be excluded from this Plan.

For Group Contracts and Certificates issued and delivered in Florida, only services that are paid by

Workers' Compensation or the employer's liability insurance, or for treatment of any automobile related injury in which the Member is entitled to payment under an automobile insurance policy shall be excluded from this Plan.

9. Services and/or appliances that alter the vertical dimension, including, but not limited to, full mouth rehabilitation, splinting, fillings to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.

This exclusion does not apply to Group Contracts and Certificates issued in Pennsylvania if the dental condition is as a result of an accidental injury.

- 10. That restore tooth structure due to attrition, erosion or abrasion.
- 11. For periodontal splinting of teeth by any method.
- 12. For replacement of lost, missing, stolen or damaged prosthetic device or orthodontic appliance or for duplicate dentures, prosthetic devices or any duplicative device.
- 13. For replacement of existing dentures that are, or can be made serviceable.
- 14. For prosthetic reconstruction or other services which require a prosthodontist.
- 15. For assistant at surgery.
- 16. For elective procedures, including prophylactic extraction of third molars.
- 17. For congenital mouth malformations or skeletal imbalances, including, but not limited to, treatment related to cleft palate, disharmony of facial bone, or required as the result of orthognathic surgery, including orthodontic treatment, and oral and maxillofacial services, associated hospital and facility fees, anesthesia, and radiographic imaging even if the condition requiring these services involves part of the body other than the mouth or teeth. This exclusion shall not apply to newly born children of Members as defined in the definition of Dependent.

For Group Contracts and Certificates issued and delivered in Kentucky and Pennsylvania, this exclusion shall not apply to newly born children of Members as defined under the definition of Dependent including newly adoptive children, regardless of age.

For Group Contracts and Certificates issued and delivered in Indiana and New Jersey, this exclusion

shall not apply to newly born children of Members as defined under the definition of Dependent.

For Group Contracts and Certificates issued and delivered in Florida, this exclusion shall not apply for diagnostic or surgical dental (not medical) procedures rendered to a Member of any age.

For Group Contracts and Certificates issued in Florida, this exclusion does not apply to diagnostic or surgical dental (not medical) procedures for treatment of TMD rendered to a Member of any age as a result of congenital or developmental mouth malformation, disease, or injury and such procedures are covered under a Rider to the Certificate or the Schedule of Benefits.

- 18. For diagnostic services and treatment of jaw joint problems by any method. These jaw joint problems include but are not limited to such conditions as temporomandibular joint disorder (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to that joint.
- 19. For implants, surgical insertion and/or removal of, and any appliances and/or crowns attached to implants.
- 20. For the following, which are not included as orthodontic benefits: retreatment of orthodontic cases, changes in orthodontic treatment necessitated by patient noncooperation, repair of orthodontic appliances, replacement of lost or stolen appliances, special appliances (including, but not limited to, headgear, orthopedic appliances, bite planes, functional appliances or palatal expanders), myofunctional therapy, cases involving orthognathic surgery, extractions for orthodontic purposes, and treatment in excess of 24 months.

For Group Contracts and Certificates issued in Florida, this exclusion does not apply to diagnostic and surgical dental (not medical) procedures for treatment of TMD rendered to a Member of any age as a result of congenital or developmental mouth malformation, disease, or injury and such procedures are covered under a Rider to the Certificate or the Schedule of Benefits.

- 21. For active orthodontic treatment if started prior to a Member's effective date.
- 22. For prescription or nonprescription drugs, home care items, vitamins or dietary supplements.
- 23. For hospitalization and associated costs for rendering services in a hospital.
- 24. For house or hospital calls for dental services.
- 25. For any dental or medical services performed by a physician and/or services which benefits are otherwise provided under a health care plan of the employer.
- 26. Which are Cosmetic in nature as determined by the Company, including, but not limited to bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures.

This exclusion does not apply to Group Contracts and Certificates issued and delivered in Pennsylvania for Cosmetic services required as the result of an accidental injury.

This exclusion does not apply to Group Contracts and Certificates issued and delivered in New Jersey for Cosmetic services for newly-born children of Members as defined in the definition of Dependent.

For Group Contracts and Certificates issued and delivered in Maryland services which are Cosmetic in nature, including, bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures.

- 27. For broken appointments.
- 28. Arising from any intentionally self-inflicted injury or contusion when the injury is a consequence of the Member's commission of or attempt to commit a felony or engagement in an illegal occupation or of the Member's being intoxicated or under the influence of illicit narcotics.

This exclusion does not apply to Group Contracts and Certificates issued and delivered in Maryland and Ohio.

29. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the national guard or in the armed forces of any country or international authority.

## LIMITATIONS

The following services, if listed on the Schedule of Benefits, will be subject to limitations as set forth below:

- Bitewing x-rays one set(s) per six consecutive months through age 13, and one set(s) of bitewing xrays per 12 consecutive months for age 14 and older.
- 2. Panoramic or full mouth x-rays one per three-year period.
- 3. Prophylaxis one per six consecutive month period.
- 4. Routine prophylaxis and periodontal maintenance procedures are limited to no more than any combination of one per six consecutive month period.
- 5. Sealants one per tooth per three year(s) through age 15 on permanent first and second molars.
- 6. Fluoride treatment one per six consecutive months through age 18.
- 7. Space maintainers only eligible for Members through age 18 when used to maintain space as a result of prematurely lost deciduous first and second molars, or permanent first molars that have not, or will never develop.
- 8. Restorations, crowns, inlays and onlays covered only if necessary to treat diseased or fractured teeth.
- 9. Crowns, bridges, inlays, onlays, buildups, post and cores one per tooth in a five-year period.
- 10. Crown lengthening one per tooth per lifetime.
- 11. Referral for specialty care is limited to orthodontics, oral surgery, periodontics, endodontics, and pediatric dentists.

This limitation does not apply to Group Policies and Certificates issued in Maryland if the service was provided as a result of a standing or non-network referral as described in the Certificate of Coverage.

- 12. Coverage for referral to a pediatric Specialty Care Dentist ends on a Member's seventh birthday.
- 13. Pupal therapy through age five on primary anterior teeth and through age 11 on primary posterior teeth.
- 14. Root canal treatment one per tooth per lifetime.
- 15. Root canal retreatment one per tooth per lifetime.
- 16. Periodontal scaling and root planing one per 24 consecutive month period per area of the mouth.
- 17. Surgical periodontal procedures one per 24 consecutive month period per area of the mouth.
- 18. Full and partial dentures one per arch in a five-year period.

- Denture relining, rebasing or adjustments are included in the denture charges if provided within six months of insertion by the same dentist.
- 20. Subsequent denture relining or rebasing limited to one every 36 consecutive months thereafter.
- 21. Oral surgery services are limited to surgical exposure of teeth, removal of teeth, preparation of the mouth for dentures, removal of tooth generated cysts up to 1.25cm, frenectomy and crown lengthening.
- 22. Wisdom teeth (third molars) extracted for Members under age 15 or over age 30 are not eligible for payment in the absence of specific pathology.
- 23. If for any reason orthodontic services are terminated or coverage under the Company is terminated before completion of the approved orthodontic treatment, the responsibility of the Company will cease with payment through the month of termination.

For Group Contracts and Certificates issued and delivered in Maryland, services will continue for 60 days after termination if paid monthly, or until the later of 60 days after termination or the end of the quarter in progress if paid quarterly. This extension of orthodontic payment does not apply if coverage was terminated due to failure to pay required Premium, fraud, or if succeeding coverage is provided by another health plan and the cost is less than or equal to the cost of coverage during the extension and there is no interruption of benefits.

- 24. Comprehensive orthodontic treatment plan one per lifetime.
- 25. In the case of a Dental Emergency involving pain or a condition requiring immediate treatment, the Plan covers necessary diagnostic and therapeutic dental procedures administered by an Out-of-Network Dentist up to the difference between the Out-of-Network Dentist's charge and the Member Copayment up to a maximum of \$50 for each emergency visit.

This limitation does not apply to Group Contracts and Certificates issued and delivered in California and Texas.

- 26. Administration of I.V. sedation or general anesthesia is limited to covered oral surgical procedures involving one or more impacted teeth (soft tissue, partial bony or complete bony impactions).
- 27. An Alternate Benefit Provision (ABP) may be applied by the Primary Dental Office if a dental condition can be treated by means of a professionally acceptable procedure, which is less costly than the treatment recommended by the dentist. The ABP does not commit the Member to the less costly treatment. However, if the Member and the dentist choose the more expensive treatment, the Member is responsible for the additional charges beyond those allowed for the ABP.