

# ***Summary Plan Description***

**Delta Dental PPO**

**for**

**EXACT SCIENCES CORPORATION**

**50121 – CORE PLAN**



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## ***I. Description of Benefits***

Delta Dental has been selected to administer your dental benefits under the Exact Sciences Dental Plan (Dental Plan). All of us at Delta Dental are pleased to provide this service to you and any dependents you have enrolled. This Summary Plan Description describes the benefits available under the Dental Plan's Core Option.

As a participant in the Dental Plan's Core Option, you are free to see any provider you choose on a treatment-by-treatment basis whether or not the provider is included in our Delta Dental PPO Provider Directory. It is important to remember, however, that your out-of-pocket costs may be lower when you see a Delta Dental PPO Provider.

### **Delta Dental PPO Providers**

Delta Dental PPO Providers have signed a contract with Delta Dental of Wisconsin or with another member of the Delta Dental Plans Association, agreeing to accept reduced fees for the dental procedures they provide. This reduces your out-of-pocket costs, because you will be responsible only for applicable deductible amounts, copayments and coinsurance amounts for benefits. And because these providers agree to fees approved by Delta Dental, they receive payment directly from Delta Dental.

### **Providers Outside the Delta Dental PPO Network**

#### ***Delta Dental Premier Providers***

Delta Dental Premier Providers have signed a contract with Delta Dental of Wisconsin or with another member of the Delta Dental Plans Association, agreeing to accept direct payment from Delta Dental. They have also agreed not to charge you any amount that exceeds the Maximum Plan Allowance (MPA). However, you are still responsible for applicable deductible amounts, copayments, coinsurance amounts, and fees for services that are not covered under the Dental Plan's Core Option.

#### ***Noncontracted Providers***

If your provider has not signed a contract with Delta Dental of Wisconsin or with another member of the Delta Dental Plans Association, claim payments will still be calculated based on the MPA, but they will be sent directly to you rather than to the provider. You will then reimburse your provider through his or her usual billing procedure. You will be responsible for any amount in excess of the MPA, as well as any applicable deductible amounts, copayments, coinsurance amounts, and fees for services that are not covered under the Dental Plan's Core Option.

Please note that if the fee charged by a noncontracted provider is not allowed in full, Delta Dental is not implying that the provider is overcharging. Dental fees vary and are based on each provider's overhead, skill, and experience. Therefore, not every provider will have fees that fall within the MPA.

For information on Delta Dental PPO or Delta Dental Premier Providers, visit Delta Dental's website at [www.deltadentalwi.com](http://www.deltadentalwi.com) or call 800-236-3712.

### **Maximum Plan Allowance (MPA)**

Maximum Plan Allowance (MPA) means the total dollar amount allowed under the contract for a specific benefit.

### **Filing Claims**

To file a claim with Delta Dental, simply present your employee identification card to the receptionist at the dental office, or give your member number. Claims must be filed on forms acceptable to Delta Dental.

### **Predetermination of Benefits**

After an evaluation, your provider may recommend a treatment plan. If the services involve crowns, fixed bridgework, partial or complete dentures, or implants, ask your provider to send the treatment plan with x-rays to Delta Dental. The available coverage will be calculated and printed on a Predetermination of Benefits form. Copies of the form will be sent to you and your provider.

The Predetermination of Benefits form is valid for 1 year from the date issued.

Predeterminations are not required, but Delta Dental encourages you to use this service. Should you have any questions about a predetermination, just call us at 800-236-3712.

Before you schedule dental appointments, you should discuss with your provider the amount to be paid by Delta Dental and your financial obligation for the proposed treatment.

### **Optional Procedures**

Delta Dental will pay the applicable Maximum Plan Allowance for the least expensive dental procedure that is adequate to restore the tooth or dental arch to contour and function, but only if the more expensive dental procedure is covered under the Dental Plan's Core Option. You will be responsible for the remainder of the provider's fee if a more expensive dental procedure is selected or the entire fee if the more expensive dental procedure is not covered under the Dental Plan's Core Option. The applicable coinsurance and deductible amounts will apply regardless of which dental procedure is selected.

### **Clerical or Administrative Error**

If a clerical error or other administrative mistake occurs, that error will not deprive you of coverage under the Dental Plan that you would otherwise have had. A clerical error or other administrative mistake also will not create coverage for you under the Dental Plan if coverage does not otherwise exist.

## Summary of Benefits

**Group Number:** 50121

**Effective Date of Program:** January 1, 2025

**Deductibles:**

Per Person, per Benefit Accumulation Period: \$50.00  
 Per Family, per Benefit Accumulation Period: \$150.00

**Benefit Maximums:**

Per Person, per Benefit Accumulation Period: \$1,500.00\*\*  
 Oral Surgery Maximum Benefit Per Person, per Benefit Accumulation Period: \$1,500.00  
 Orthodontic Maximum Benefit per Lifetime: \$0.00

\*\*Diagnostic and Preventive Procedures do not apply to the Benefit Maximum.

Your benefits under the Dental Plan’s Core Option will depend on the provider you choose. Delta Dental PPO Providers agree to accept payment based on a reduced schedule, which means your out-of-pocket costs will be less. The coverage percentage listed in the Delta Dental PPO column applies.

Delta Dental Premier Providers agree to not charge you any amount that exceeds the MPA. The coverage percentage listed in the All Other Providers column applies when treatment is provided by Delta Dental Premier Providers or by providers who have not signed any agreements with Delta Dental.

<b>Benefits:</b>	<b>Delta Dental PPO</b>	<b>All Other Providers</b>
<b>Diagnostic and Preventive Procedures</b>	<b>100%</b>	<b>100%</b>
<b>Basic Restorative Procedures</b>	<b>80%*</b>	<b>80%*</b>
<b>Major Restorative Procedures</b>	<b>50%*</b>	<b>50%*</b>
<b>Orthodontic Procedures</b>	<b>0%</b>	<b>0%</b>

*\*Deductible applies.*

After you have satisfied the deductible requirements as stated, the Dental Plan’s Core Option provides payment at the indicated percentage of fees, up to the maximum stated for each eligible person in each Benefit Accumulation Period. A Benefit Accumulation Period is a 12-month period of time over which deductibles (if any) and maximums apply. The Benefit Accumulation Period is January 1 through December 31.

## Covered Procedures

Please see the Summary of Benefits page for the coverage percentage for each category.

Covered services are subject to the limitations described within each coverage category below and the Exclusions outlined in this Summary Plan Description.

### Evidence-Based Integrated Care Plan (EBICP)

Delta Dental's Evidence-Based Integrated Care Plan (EBICP) is an enhancement that provides expanded benefits for persons with diseases and medical conditions that have oral health implications. To participate in EBICP, eligible Dental Plan participants or their providers are required to set the appropriate health condition indicator online at [www.deltadentalwi.com](http://www.deltadentalwi.com) or with a Delta Dental of Wisconsin representative, who can assist in setting the EBICP indicator by telephone. The EBICP Periodontal Disease health condition indicator will be automatically updated when non-surgical or surgical periodontal procedures are processed by Delta Dental of Wisconsin.

The EBICP benefits are as follows:

#### Periodontal Disease

1. With an indicator of surgical or nonsurgical treatment of **Periodontal Disease**, a participant is eligible for up to two additional dental visits in a Benefit Accumulation Period for periodontal maintenance or adult prophylaxis.
2. With an indicator of surgical or nonsurgical treatment of **Periodontal Disease**, a participant is eligible for topical fluoride application beyond the age limitation in this Summary Plan Description.

#### Diabetes

With an indicator of a **Diabetes** diagnosis, a participant is eligible for up to two additional dental visits in a benefit year for periodontal maintenance or adult prophylaxis.

#### Pregnancy

With an indicator of **Pregnancy**, a participant is eligible for one additional dental visit for adult prophylaxis or periodontal maintenance during the pregnancy.

#### High Risk Cardiac Conditions

With an indicator for **High Risk Cardiac Conditions**, a participant is eligible for up to two additional dental visits in a benefit year for periodontal maintenance or adult prophylaxis. High risk cardiac condition indicators are:

- History of infective endocarditis
- Certain congenital heart defects (such as having one ventricle instead of the normal two)
- Individuals with artificial heart valves
- Heart valve defects caused by acquired conditions like rheumatic heart disease
- Hyper trophic cardiomyopathy which causes abnormal thickening of the heart muscle
- Individuals with pulmonary shunts or conduits
- Mitral valve prolapse with regurgitation (blood leakage)

### **Suppressed Immune System Conditions**

1. With an indicator for **Suppressed Immune System Conditions**, a participant is eligible for up to two additional dental visits in a benefit year for periodontal maintenance or adult prophylaxis.
2. With an indicator of **Suppressed Immune System Conditions**, a participant is eligible for topical fluoride application beyond the age limitation in this Summary Plan Description.

### **Kidney Failure or Dialysis Conditions**

With an indicator for **Kidney Failure or Dialysis Conditions**, a participant is eligible for up to two additional dental visits in a benefit year for periodontal maintenance or adult prophylaxis.

### **Cancer Related Chemotherapy and/or Radiation**

1. With an indicator for **Cancer Related Chemotherapy and/or Radiation**, a participant is eligible for up to two additional dental visits in a benefit year for periodontal maintenance or adult prophylaxis.
2. With an indicator of **Cancer Related Chemotherapy and/or Radiation**, a participant is eligible for topical fluoride application beyond the age limitation in this Summary Plan Description.

### **Diagnostic and Preventive Procedures**

1. Evaluations two times per Benefit Accumulation Period.
2. Full mouth x-rays, which include bitewing x-rays, at 5-year intervals. Full mouth x-rays may be either individual images or panoramic image.
3. Bitewing x-rays once in a benefit year, limited to a set of 4 images.
4. Prophylaxis (teeth cleaning) two times per Benefit Accumulation Period.
5. Topical fluoride applications two times per Benefit Accumulation Period, for dependent children up to age 19.
6. Space maintainers for retaining space when a posterior primary tooth is prematurely lost.
7. Topical application of sealants for dependents up to age 19. Application is limited to the occlusal surface of bicuspid and molars that are free of decay and restorations. Benefits are limited to 1 application per tooth per lifetime.

### **Basic Restorative Procedures**

1. Emergency treatment to relieve pain.
2. Simple extractions.
3. Surgical extractions and other oral surgery (cutting procedures), including preoperative and postoperative care
4. Local anesthetic as part of a dental procedure. General anesthetic or intravenous sedation is a benefit only when billed with covered oral surgery.
5.
  - a. amalgam (silver) restorations;
  - b. composite (tooth colored) restorations in all teeth;
  - c. prefabricated crowns — 1 per tooth at 3-year intervals.
6. Endodontics (root canal treatment).
7. Periodontics (procedures needed to treat diseases of the gums and the bone supporting the teeth) — nonsurgical benefit is limited to once per quadrant at 24-month intervals; surgical benefit is limited to once per quadrant at 36-month intervals. Periodontal maintenance — either periodontal maintenance or adult prophylaxis two times per Benefit Accumulation Period.

## Major Restorative Procedures

1. Crowns, inlays or onlays are provided when teeth are broken down by dental decay or accidental injury and may no longer be restored adequately with a filling material. Coverage for the purpose of replacing a defective existing crown, inlay or onlay will be provided only after a five year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original dental procedure as a benefit under the Dental Plan.
2. Prosthetics, including fixed bridgework, partial dentures, and complete dentures, or implants to replace missing permanent teeth. Coverage for the purpose of replacing a defective existing prosthetic will be provided only after a five-year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original dental procedure under the Dental Plan.

Fixed bridges, implants, or partial/complete dentures are provided where chewing function is impaired due to missing teeth. A fixed bridge, or implant and implant-related procedures may be a benefit if no more than two teeth are missing in the dental arch in which the bridge is proposed. Delta Dental will provide for replacement of missing teeth with the least elaborate procedure when three or more teeth are missing in the dental arch.

- a. repairs and adjustments to prosthetic appliances;
- b. denture relines or rebase is a benefit at three-year intervals;
- c. porcelain veneers on crowns or pontics on the six front teeth, bicuspid and upper first molars.

Coverage for initial replacement of teeth is not limited to those lost while you are covered under the Dental Plan.

## Orthodontic Procedures listed below are not a covered benefit

Orthodontic services include orthodontic appliances, treatment, and related services for orthodontic purposes, including evaluation, x-rays, extractions, photographs, study models, etc. Orthodontic services are not covered under the Dental Plan's Core Option.



## Exclusions

The Dental Plan's Core Option does not provide coverage for the following:

1. Dental procedures, services, treatment or supplies provided or commenced prior to the effective date of your coverage under the Dental Plan or after the termination date of coverage, unless otherwise indicated;
2. Dental procedures, services, treatment or supplies to treat injuries or conditions compensable under worker's compensation or employer's liability laws;
3. Prescription drugs, premedications or relative analgesia;
4. Preventive control programs;
5. Charges for failure to keep a scheduled appointment;
6. Charges for completion of forms;
7. Charges for consultation;
8. Charges by any hospital or other surgical or treatment facility, or any additional fees charged by a provider for treatment in any such facility;
9. Charges for treatment of, or services related to, temporomandibular joint dysfunction;
10. Dental procedures, services, treatment and supplies that are determined to be partially or wholly cosmetic in nature including, but not limited to, charges for personalization or characterization of prosthetic appliances;
11. Crowns placed on covered dependents under age 12, other than prefabricated crowns;
12. Prosthetics placed on covered dependents under age 16;
13. Appliances, restorations, or procedures for: (a) increasing vertical dimension; (b) restoring occlusion; (c) correcting harmful habits; (d) replacing tooth structure lost by attrition, erosion, abrasion, or abfraction; (e) correcting congenital or developmental malformations except in newly born children; (f) replacement, provisional and temporary services; or (g) splints, unless necessary as a result of accidental injury;
14. Dental procedures, services, treatment or supplies provided by an individual other than a provider;
15. Dental procedures, services, treatment or supplies to treat injuries or diseases caused by riots or any form of civil disobedience;
16. Dental procedures, services, treatment or supplies to treat injuries sustained while committing a felony or engaging in an illegal occupation;
17. Dental procedures, services, treatment or supplies to treat injuries intentionally inflicted;
18. Replacement of lost or stolen dentures or charges for duplicate dentures;
19. Dental procedures, services, treatment or supplies in cases for which, in the professional judgment of the attending provider, a satisfactory result cannot be obtained;
20. Local anesthetic is covered as a part of a dental procedure, service or treatment. General anesthetic or intravenous sedation is a benefit only when billed with covered oral surgery (cutting procedures);
21. Orthodontic procedures;
22. Claims not submitted to Delta Dental of Wisconsin within 12 months from the date the procedure was provided;
23. Dental procedures, services, treatment or supplies excluded as provided in the Summary of Benefits;
24. Dental procedures, services, treatment or supplies not specifically covered under the Dental Plan or excluded by Delta Dental rules and regulations, including Delta Dental processing policies, which may change periodically and are printed on the Explanation of Benefits and Explanation of Payment forms.

## Coordination of Benefits

### Applicability

This Coordination of Benefits (COB) provision applies to this Plan when you or a covered dependent has health care coverage under more than one Plan. "Plan" and "this Plan" as used in this Coordination of Benefits provision are defined below.

If this COB provision applies, the Order of Benefit Determination Rules shall be applied first. The rules determine whether the benefits of this Plan are determined before or after those of another Plan. The benefits of this Plan:

1. shall not be reduced when under the Order of Benefit Determination Rules, this Plan determines its benefits before another Plan, but
2. may be reduced when, under the Order of Benefit Determination Rules, another Plan determines its benefits first. This reduction is described in the section, Effect on the Benefits of this Plan.

### Definitions

The following definitions apply to this Coordination of Benefits provision:

"Allowable Expense" means an item of dental expense that is covered at least in part by one or more of the Plans covering the person for whom the claim is made. When a Plan provides benefits in the form of services, the cash value of each procedure provided shall be considered both an Allowable Expense and a benefit paid.

"Claim Determination Period" means a calendar year during which Allowable Expenses are compared with total benefits payable under the Plans (without applying COB). It does not include any part of a year during which a person has no coverage under this Plan or any part of a year before the date this COB provision or a similar provision takes effect.

"Plan" means any of the following that provides benefits or services for, or because of, medical or dental care or treatment:

1. Group insurance or group-type coverage, whether insured or uninsured, that includes continuous 24-hour coverage. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
2. Coverage under a governmental Plan or coverage that is required or provided by law. This does not include a state Plan under Medicaid, Title XIX, grants to states for medical assistance programs, or the United States Social Security Plan whose benefits, by law, are excess to those of any private insurance program or other nongovernmental program. Each contract or other arrangement for coverage under 1. or 2. is a separate Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

“Primary Plan/Secondary Plan”: The Order of Benefit Determination Rules state whether this Plan is a primary Plan or secondary Plan as to another Plan covering the person. When this Plan is a secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan’s benefits. When Delta Dental is the secondary Plan, Delta Dental may reduce the benefits under its Plan only when the sum of the following exceeds the total Allowable Expense in a Claim Determination Period.

1. The benefits the secondary Plan would pay for Allowable Expenses in the absence of COB; plus
2. The benefits that would be payable under other applicable Plans for Allowable Expenses in the absence of COB, whether or not claim is made.

The amount by which the secondary Plan’s benefits are reduced shall be used by the secondary Plan to pay Allowable Expenses not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the claim is made. As each claim is submitted, the secondary Plan determines its obligation to pay for Allowable Expenses based on all claims which were submitted up to that point in time during the Claim Determination Period.

When there are more than two Plans covering the person, this Plan may be a primary Plan as to one or more other Plans and may be a secondary Plan as to a different Plan or Plans.

“This Plan” means the Exact Sciences Dental Plan described in this Summary Plan Description.

#### **Order of Benefit Determination Rules**

**General.** When there is a basis for a claim under this Plan and another Plan, this Plan is a secondary Plan, which has its benefits determined after those of the other Plan, unless:

1. the other Plan has rules coordinating its benefits with those of this Plan; and
2. both those rules and this Plan’s rules described in subparagraph 2.b. require that this Plan’s benefits be determined before those of the other Plan.

**Rules.** This Plan determines its order of benefits using the first of the following rules, which applies.

1. Nondependent/Dependent. The benefits of the Plan that covers the person as an employee, member or subscriber are determined before those of the Plan that covers the person as a dependent of an employee, member or subscriber.
2. Dependent Child/Parents Not Separated or Divorced. Except as stated in subparagraph 3.c. below, when this Plan and another Plan cover the same child as a dependent of different persons, called “parents”:
  - a. The benefits of the Plan of the parent whose birthday falls earlier in the calendar year are determined before those of the Plan of the parent whose birthday falls later in the calendar year; but
  - b. If both parents have the same birthday, the benefits of the Plan that covered the parent longer will be determined before those of the Plan that covered the other parent.

However, if the other Plan does not have the rule described in *a.* but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan shall determine the order of benefits.

3. Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - a. First, the Plan of the parent with custody of the child;
  - b. then, the Plan of the spouse of the parent with custody of the child; and
  - c. finally, the Plan of the parent not having custody of the child.

Also, if the specific terms of a court decree state that the parents have joint custody of the child and do not specify that one parent has responsibility for the child's dental care expenses or if the court decree states that both parents shall be responsible for the dental care needs of the child but gives physical custody of the child to one parent and the entities obligated to pay or provide benefits of the respective parents' plan have actual knowledge of those terms, benefits for the dependent child shall be determined according to paragraph 2*b*.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of a child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. This paragraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

4. Active/Inactive Employee. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired or as that employee's dependent are determined before those of a Plan which covers that person as a laid off or retired employee or as that employee's dependent. If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of benefits, this rule 4. is ignored.
5. Continuation Coverage.
  - a. If a person has continuation coverage under federal or state law and is also covered under another Plan, the following shall determine the order of benefits:
    - 1) First, the benefits of a Plan covering the employee, member, or subscriber or dependent of an employee, member, or subscriber.
    - 2) Second, the benefits under the continuation coverage.
  - b. If the other Plan does not have the rule described in subparagraph a., and if as a result, the Plans do not agree on the order of benefits, this paragraph 5. is ignored.
6. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

If a covered person is entitled to coverage under a Plan which primarily covers services or expenses other than dental care, and if the covered person first became eligible under the medical and dental Plans on the same date, this Plan shall be the secondary payer for those services covered by both Plans.

## **Effects on the Benefits of this Plan**

When this Provision Applies. This “Effects on the Benefits of this Plan” provision applies when, in accordance with the “Order of Benefit Determination Rules” provision above, this Plan is a secondary Plan as to one or more other Plans. In that event, benefits of this Plan may be reduced under this paragraph so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses. Such other Plan or Plans are referred to as “the other Plans” in the “Reduction in this Plan’s Benefits” provision below.

Reduction in this Plan’s Benefits. The benefits that would be payable under this Plan in the absence of this COB provision will be reduced by the benefits payable for the total Allowable Expenses in a Claim Determination Period under the other Plans in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made.

When a Plan provides benefits in the form of services, the cash value of each service rendered will be considered both an expense incurred and a benefit payable.

When the benefits of this Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Plan.

No rule in other Plan. If the other Plan does not have rules coordinating benefits with those of this Plan, the benefits of the other Plan are determined first.

## **Right to Receive and Release Needed Information**

Delta Dental has the right to decide the facts it needs to apply these rules. Delta Dental may get needed facts from or give them to any other organization or person without your consent, but only as needed to apply these COB rules. Medical and dental records remain confidential as provided by applicable state and federal law. Each person claiming benefits under this Plan must give Delta Dental any facts it needs to process the claim.

## **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under this Plan. If it does, this Plan may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this Plan. Delta Dental will not have to pay that amount again. The term “payment made” means the cash value of the benefits provided in the form of services.

## **Right of Recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess, at its option, from one or more of:

1. the persons it has paid or for whom it has paid;
2. insurance companies; or
3. other organizations.

The “amount of payments made” includes the cash value of any benefits provided in the form of services.

## **Eligibility**

### **Eligible Employees and Dependents**

Your employer determines who is eligible to enroll in the Dental Plan as an employee and who qualifies as a dependent.

For additional information about the employee and dependent eligibility requirements for participation in the Dental Plan, please refer to the Exact Sciences Corporation Employee Benefit Plan Wrap Summary Plan Description.

### **Enrollment in the Dental Plan**

When you become eligible for the Dental Plan, you may enroll by following the procedures specified by your employer in your new hire enrollment materials. To enroll, you must complete your enrollment by following the procedures specified by your employer in your new hire enrollment materials within 30 days of the date you first become eligible for coverage. If you do not enroll within 30 days, you will need to wait until the next annual open enrollment to make your benefit elections, unless you experience a work or life event for which mid-year election changes are allowed.

For additional information about new hire enrollment, annual open enrollment and other opportunities to enroll and make mid-year election changes, please refer to the Exact Sciences Corporation Employee Benefit Plan Wrap Summary Plan Description.

### **Notices**

Notice to your employer or Delta Dental will be considered sufficient if mailed to their regular office address. Notices to you, as a subscriber, will be considered sufficient if mailed to your last known address or the last known address of your employer. It is the responsibility of your employer to notify you regarding changes to, or termination of, your coverage.

### **Termination of Coverage**

Your coverage and that of your eligible dependents ceases on the last day of the month in which you or your dependents are no longer eligible or the day the Dental Plan is terminated.

If you or your dependents lose eligibility under the Dental Plan, you or your dependents may be able to elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For additional information about your COBRA coverage rights, please refer to the Exact Sciences Corporation Employee Benefit Plan Wrap Summary Plan Description and the initial COBRA notice provided to you upon your enrollment in the Dental Plan.

All coverage ends on the day coverage terminates. Procedures must be fully completed prior to termination of the coverage to be considered for coverage under the Dental Plan.

All benefits cease on the day coverage terminates. A dental procedure is incurred on the date it is completed. Dental procedures are considered for coverage under the Dental Plan if they are incurred while you or your dependents are covered under the Dental Plan and a claim is filed within one year after the date the dental procedures are incurred.

### **Uniformed Services Employment and Reemployment Rights Act**

If you are going into or returning from military service, you may have special rights to continued Dental Plan coverage under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). For additional information about your rights to continued Dental Plan coverage under USERRA, please refer to the Exact Sciences Corporation Employee Benefit Plan Wrap Summary Plan Description.

### **Coverage Pursuant to Qualified Medical Child Support Order**

The Dental Plan will provide benefits in accordance with the applicable requirements of any qualified medical child support orders (QMCSOs). For additional information about QMCSOs, please refer to the Exact Sciences Corporation Employee Benefit Plan Wrap Summary Plan Description.

### **Rights of Recovery (Subrogation)**

If expenses are paid on your behalf under the Dental Plan, the Dental Plan is entitled to all rights of recovery you may have against any other person for those expenses to the extent of the Dental Plan's payment. The Dental Plan can subrogate only if you are fully compensated for all damages, taking into consideration your comparative negligence. You must sign and deliver to Delta Dental, any legal papers relating to the recovery, help exercise these rights and do nothing to harm these rights. If you are fully compensated for all expenses, you must repay the Dental Plan to the extent of the Dental Plan's claim payments.

Date: 09/27/2024

## **II. Claims Procedures**

### **Claims Administrator Liability**

Delta Dental serves only as the Claims Administrator for the Dental Plan. In no instance is Delta Dental liable for any conduct, including but not limited to tortious conduct or wrongful acts or omissions, by any person providing services to subscribers and covered dependents under the Dental Plan, including but not limited to providers, dental assistants, dental hygienists, hospitals or hospital employees receiving or providing services. In no instance is Delta Dental liable for services of facilities that, for any reason, are unavailable to a subscriber or covered dependent.

### **Prior Approval of Benefits**

The Dental Plan does not require prior approval of dental procedures; however, you or your provider may request a predetermination of benefits to obtain advance information on the Dental Plan's possible coverage of dental procedures before they are rendered. Payment, however, is limited to the benefits that are covered under the Dental Plan and is subject to any applicable deductibles, copayments, coinsurance, and annual and lifetime benefit maximums.

### **How to Contest a Claim Denial**

#### **Denial of a Claim for Benefits**

If you make a claim for benefits under the Dental Plan and your claim is denied in whole or in part, you and your provider, will receive written notification within 30 days after your claim is received, unless special circumstances require an extension of time for processing. The decision will be sent on a form entitled "Explanation of Benefits."

If additional time is necessary for processing a claim for benefits, the Claims Administrator, Delta Dental will notify you and your provider of the extension and the reason it is necessary within the initial 30-day period. If an extension is needed because either you or your provider did not submit information necessary to make a benefits determination, the notice of extension will describe the required information. You or your provider will have 45 days from receipt of the notice to provide the specified information.

#### **Appealing a Claim Denial (Filing a Grievance)**

If you have questions about the denial of your claim for benefits, please contact Delta Dental at 800-236-3712. Because most questions about benefits can be answered informally, the Dental Plan encourages you first to try resolving any problem by talking with Delta Dental. However, you have the right to file an appeal requesting that the Dental Plan formally review the benefits determination.

To appeal a benefits determination, contact Delta Dental's Benefit Services Department at 800-236-3712, fax your request to 715-343-7616, or mail your request to Delta Dental, P.O. Box 828, Stevens Point, WI 54481. Provide the reasons why you disagree with the benefits determination and include any documentation you believe supports your claim. Be sure to include the subscriber's name, the covered dependent's name, if applicable, and the subscriber's member number on all supporting documents.



You must make your request within 180 days of the date of the initial benefits determination denying your claim for benefits.

Delta Dental will acknowledge your written request for review within five days of receiving it. Upon your request, Delta Dental will provide you, free of charge, access to and copies of all documents, records, and other information relevant to your claim for benefits.

Within 30 days of receiving your request, Delta Dental will send you the Dental Plan's written decision and indicate any action the Dental Plan has taken. (Special circumstances may require 60 days.)

You have the right to appear in person before Delta Dental's Grievance Committee to present written and oral information and ask questions of the persons responsible for the determination that resulted in the grievance. Delta Dental will provide you with written notice of the meeting place and time at least seven days before the meeting.

Delta Dental will provide you or your authorized representative with written notice of the Dental Plan's decision on the appeal. If the appeal is denied in whole or in part, that notice will include the following information.

1. The specific reason(s) for the denial of the appeal;
2. Reference to the specific Dental Plan provision(s) on which the denial is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim;
4. A statement describing any voluntary appeal procedures offered by the Dental Plan and the claimant's right to obtain information about such procedures, and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA;
5. If an internal processing policy or other similar criterion was relied upon in the denial of the appeal, the notice of such denial also will include either the specific processing policy or a statement that such processing policy was relied upon in denying the appeal and that a copy of that processing policy will be provided free of charge to the claimant upon request;
6. If the denial of the appeal was based on a dental necessity, experimental treatment or similar exclusion or limit, the notice of such denial also will include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Dental Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
7. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency."

If you do not exhaust the appeal procedures described above, and if you file a lawsuit against the Dental Plan seeking payment of benefits, the court may not permit you to go forward with your lawsuit because you failed to utilize these claims appeal procedures. Also, no legal action can be brought later than one year after the date of the final decision on the review of the benefits determination.

If you have any questions, please contact the Claims Administrator:

Delta Dental of Wisconsin  
P.O. Box 828  
Stevens Point, WI 54481  
800-236-3712 or 715-344-6087