NEW MEXICO

UBA Dental Plan

Member Driven **Value.**

Certificate of Insurance

Download Claim Forms:
ubamembers.com/claimforms.html

DENTAL INSURANCE

*This certificate of insurance is for the UBA Dental Plan **purchased on or after 040518**. You can call your personal member concierge at 866.438.4274 for any questions with your certificate.*

UBA Dental_CertificateofInsurance_v0419
United Business Association
409 W Vickery Blvd, Fort Worth, TX 76104 | 866.438.4274 | ubamembers.com

Member Driven Value.

PGS 03-24 Group Dental Insurance Certificate of Insurance

RenaissanceFamily.com/FindADentist

If you decide to contact a dental office directly, please refer to the following network partners that a dental office will likely recognize:

Maximum Care | Maverest | Connection Dental

ASSOCIATION BENEFITS PROVIDED BY:

UBA

INSURANCE COVERAGE UNDERWRITTEN BY:

Renaissance Dental

BILLING, FULFILLMENT, & CUSTOMER SERVICE PROVIDED BY:

HealthyAmerica

Renaissance®
Life & Health Insurance Company of America

Renaissance PPO New Mexico Group Dental Certificate

United Business Association

This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a tax penalty. Please consult your tax advisor.

P.O. Box 1596 • Indianapolis, IN 46206-1596• www.renaissancefamily.com

RENAISSANCE PPO

NEW MEXICO GROUP DENTAL CERTIFICATE

Table of Contents

Important Cancellation Information – Please Read Section X Entitled "Termination of Coverage".

NOTE: This PPO Group Dental Certificate should be read in conjunction with the Summary of Dental Plan Benefits that is provided with the Certificate. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. Your group dental plan is a legal contract between the Policyholder and Renaissance Life & Health Insurance Company of America ("RLHICA").

READ YOUR PPO GROUP DENTAL CERTIFICATE CAREFULLY.

Renaissance Life & Health Insurance Company of America
Renaissance Group Dental Preferred Provider Certificate
Summary of Dental Plan Benefits
For Group#3621
United Business Association

This Summary of Dental Plan Benefits is part of, and should be read in conjunction with your Group Dental Certificate. Your Group Dental Certificate will provide you with additional information about your RENAISSANCE LIFE & HEALTH INSURANCE COMPANY OF AMERICA ("RLHICA") coverage, including information about exclusions and limitations.

Benefit Year – January 1 through December 31

Covered Services	**In-Network**	**Out-of-Network**
	You Pay	**You Pay**
Diagnostic And Preventive Services		
Diagnostic and Preventive Services - Used to evaluate existing conditions and/or to prevent dental abnormalities or disease (includes exams, cleanings, bitewing X-rays and fluoride treatments)	No charge	No charge
Brush Biopsy – Used to detect oral cancer	No charge	No charge
Basic Services		
Emergency Palliative Treatment - Used to temporarily relieve pain	30%	30%
Radiographs/Diagnostic Imaging/Diagnostic Casts - X-rays as required for routine care or as necessary for the diagnosis of a specific condition	No charge	No charge
Minor Restorative Services – Used to repair teeth damaged by disease or injury (for example, silver fillings and white fillings)	30%	30%
Simple Extractions – Simple extractions including local anesthesia, suturing, if needed and routine post-operative care	30%	30%
Sealants – Sealants for the occlusal surface of first and second permanent molars	No charge	No charge
Periodontal Maintenance – Periodontal maintenance following active periodontal therapy	30%	30%
Other Basic Services –miscellaneous services including, but not limited to cephalometric films, tests and examinations, anesthesia and professional consultations and/or visits	30%	30%
Major Services		
Oral Surgery Services – Extractions and dental surgery and services for the diagnosis and treatment of temporomandibular disorders including craniomandibular and temporomandibular joint disorders (coverage for craniomandibular and temporomandibular joint disorders include both surgical and non-surgical procedures)	50%	50%
Endodontic Services – Used to treat teeth with diseased or damaged nerves (for example, root canals)	50%	50%
Periodontic Services – Used to treat diseases of the gums and supporting structures of the teeth	50%	50%
Major Restorative Services – Used when teeth can't be restored with another filling material (for example, crowns)	50%	50%
Prosthodontic Services – Used to replace missing natural teeth (for example, bridges, endosteal implants, partial dentures, and complete dentures)	50%	50%
Relines and Repairs – Relines and repairs to fixed bridges, partial dentures, and complete dentures	50%	50%
Other Major Services – Occlusal guards, and limited occlusal adjustments	50%	50%
Orthodontic Services		
Orthodontic Services – Services , treatment, and procedures to correct malposed teeth (for example, braces) {including Orthodontic Services for Children to the age of 19} including Orthodontic Services for adults	100%	100%

Method of Payment – For services rendered or items provided by an In-Network Dentist, the Allowed Amount is a pre-negotiated fee that the provider has agreed to accept as payment in full. For services rendered or items provided by an Out-of-Network Dentist, RLHICA determines the Allowed Amount using statistically valid claims data submitted to RLHICA and its affiliates which show the most frequently charged fees by providers in the same geographic areas for comparable services or supplies. The claims data and fees are updated periodically using the most current codes and nomenclature developed and maintained by the American Dental Association. RLHICA will base Benefits on the lesser of the Submitted Amount and the Allowed Amount. If the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, you are not only responsible for paying the Dentist that percentage listed in the "You Pay" column, but are also responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

Maximum Payment – $1,000 per person per Benefit Year on Diagnostic and Preventive, Basic, and Major Services collectively.

Maximum Carryover – If at least one Covered Service is paid in a Benefit Year and the total Benefit paid does not exceed $500 in that Benefit Year, $250 will carry over to the next Benefit Year's Maximum Payment. This amount will accumulate from one Benefit Year to the next, but will not exceed $1,000.

Deductible – $50 Deductible per person per Benefit Year limited to a maximum Deductible of $150 per family per Benefit Year. The Deductible does not apply to Diagnostic and Preventive, including Sealants and Radiographs.

Waiting Period - You (and your Eligible Dependents, if covered) will be eligible for coverage on the next available effective date.

You (and your Eligible Dependents, if covered) will be eligible for coverage for Major Services 12 months following the date you or your Eligible Dependent is enrolled. (Eligible Dependents enrolled after your date of enrollment will have their own waiting period.)

Eligibility (Certificate Holder and Eligible Dependents) – All dues paying members in good standing are eligible to elect coverage hereunder.

Also eligible are your Legal Spouse and any individuals who meet the definition of Child(ren) as set forth in your Group Dental Certificate.

Where two individuals are eligible under the same group policy and are legally married to each other, they will be enrolled under one application and will receive Benefits under a single Certificate without coordination of benefits under the Policy.

You pay the full cost of this coverage.

PLEASE NOTE: RLHICA recommends a Pre-Treatment Estimate before any services are rendered where the total charges will exceed $200. You and your Dentist should review your Pre-Treatment Estimate before your Dentist proceeds with treatment.

I. Renaissance PPO Group Dental Certificate

RLHICA issues this Renaissance Dental PPO Certificate to you, the Certificate Holder. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to the agreement between RLHICA and your organization (the "Policyholder").

The Benefits provided under This Plan may change if any state or federal laws change.

RLHICA agrees to provide Benefits as described in this Certificate.

All the provisions in the following pages, read in conjunction with the Summary of Dental Plan Benefits and all attachments and addendums, form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed by an authorized officer of RLHICA.

Robert P. Mulligan
President and CEO

Home Office:
RENAISSANCE LIFE & HEALTH INSURANCE COMPANY OF AMERICA
Attn: Renaissance Administration

P.O. Box 1596
Indianapolis, IN 46206-1596
Administrative Direct Line: 1-800-745-7509
Customer Service Direct Line: 1-888-358-9484
(TTY users call 711)

II. Definitions

Adverse Benefit Determination

Means any denial, reduction, or termination of the Benefits for which you filed a claim. Or a failure to provide or to make payment (in whole or in part) of the Benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which Benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

Means the maximum dollar amount upon which RLHICA will base Benefit. For services rendered by In-Network Dentist, the Allowed Amount are pre-negotiated fees that the provider has agreed to accept as payment in full. For services rendered by Out-of-Network Dentist, RLHICA determines the Allowed Amount based upon treatment rendered and a periodically determined percentile of fees charged by a sample of Dentist of similar training within your geographic area.

Benefit Year

Means the calendar year, unless your organization elects a different Benefit Year. The Benefit Year is specified in the Summary of Dental Plan Benefits.

Benefits

Means payment for Covered Services.

Certificate

Means this document. RLHICA will provide dental Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Policy. Changes to the Certificate will be in the Summary of Dental Plan Benefits Section.

Certificate Holder

Means you, when your organization certifies to RLHICA that you are eligible to receive Benefits under This Plan.

Child(ren)

Means your natural children, stepchildren, adopted children, or foster children placed in the foster home, children by virtue of legal guardianship or who are residing with you during the waiting period for legal adoption or guardianship.

- Your Child(ren) who has not yet reached the end of the calendar year of his or her 26th birthday; or,
- Your Child(ren) for whom you or your legal spouse are financially responsible for medical, health, or dental care under terms of a court decree; or,
- Your children who has reached the end of the calendar year of his or her 26th birthday and is both (1) incapable of self-sustaining employment by reason of a mental or physical condition and (2) chiefly dependent upon the Certificate Holder for support and maintenance. In the event that RLHICA denies a claim under this Plan for the reason that the child has attained the Limiting Age for dependent children, you will have the burden of establishing that the child continues to meet the two criteria specified above. If requested by RLHICA, you submit medical reports confirming that the child meets the two criteria specified above.
- Coverage for Child(ren) of Non-custodial Parents. When a child has health coverage through an Certificate Holder who is a non-custodial parent, RLHICA shall (1) provide such information to the custodial parent as may be necessary for the child to obtain benefits; (2) permit the custodial parent or the provider, with the custodial parent's approval, to submit claims for covered services without the approval of the non-custodial parent; and (3) make payments on claims submitted to the custodial parent, the provider or the state Medicaid agency.

  When an insured parent is required by a court or administrative order to provide health coverage for a child, such Insured shall be permitted to enroll a child who is otherwise eligible for coverage without regard to any enrollment period restrictions.

  If the parent is enrolled but fails to make application to obtain coverage for the child, the parent shall be permitted to enroll the child upon application of the child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program.

The child will not be disenrolled or coverage eliminated unless RLHICA is provided satisfactory written evidence that (a) the court or administrative order is no longer in effect; or (b) the child is or will be enrolled in comparable health coverage through another insurer that will take effect no later than the effective date of disenrollment.

Coinsurance

Means the percentage of the Allowed Amount for Covered Services that the Certificate Holder must pay toward treatment.

Completion Dates

Means the date that treatment is complete. Treatment is complete:

- for dentures and partial dentures, on the delivery date;
- for crowns and bridgework, on the permanent cementation date;
- for root canals and periodontal treatment, on the date of the final procedure that completes the treatment.

Copayment

Means the dollar amount that the Certificate Holder must pay toward treatment.

Covered Services

Means the unique dental service(s) selected for coverage as described in the Declarations Section and subject to the terms and conditions of this Policy.

Deductible

Means the amount an individual and/or a family must pay toward Covered Services before RLHICA begins paying for those services under this Policy. If the Policyholder has selected a Deductible, it will be indicated in the Declarations Section.

Dentist

Means a person licensed to practice dentistry in the state or jurisdiction in which dental services are rendered.

Eligible Dependents

Means (a) the Certificate Holder's Legal Spouse; (b) the Certificate Holder's Child(ren); and (c) any other dependents who meet the criteria for eligibility set forth in the Declarations Section. If dependent coverage has been selected, it will be indicated in the Declarations Section.

In-Network Dentist

Means a Dentist who has entered into a contract or is otherwise engaged by us to provide Covered services for pre-negotiated fees that the Dentist has agreed to accept as payment in full. A current list of In-Network Dentists is available at www.RenaissanceDental.com.

Legal Spouse

Means a person who is any of the following: (a) the spouse of the Certificate Holder through a marriage legally recognized by the state in which this Policy was issued; or (b) the partner of the Certificate Holder through a civil union legally recognized by the state in which this Policy was issued.

Limiting Age

Means the age at which a Child of the Certificate Holder is no longer eligible for Benefits under this Policy pursuant to the definition of Child above.

Maximum Payment

Means the maximum dollar amount RLHICA will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payments are specified in the Declarations Section.

Open Enrollment Period

Means the period of time as determined by the Policyholder, during which an eligible person as indicated in the Declarations Section may enroll or be enrolled to receive Benefits.

Out-of-Network Dentist

Means a Dentist who has not entered into a contract and is not otherwise engaged by us to provide Covered Services for pre-negotiated fees.

Policy Year

Means the 12-month period beginning on the Effective Date of the Policy and each 12-month renewal period thereafter.

Pre-Treatment Estimate

Means a voluntary and optional process where we issue a written estimate of dental benefits that may be available under your coverage for the proposed dental treatment to us in advance of providing the treatment to you.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under this Policy whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate is based on the benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on factors. These factors include, but are not limited to, your continued eligibility for Benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, this Policy's limitations and any other provisions, together with any additional information or changes to your treatment. A request for a Pre-Treatment Estimate is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.

RLHICA

Means Renaissance Life & Health Insurance Company of America.

Submitted Amount

The fee a Dentist bills to RLHICA for a specific service or item.

Summary of Dental Plan Benefits

Means a list of specific provisions of This Plan and is a part of this Certificate.

This Plan

Means the dental coverage as provided for you and your Eligible Dependents pursuant to this Certificate.

III. General Eligibility Rules

A. You are not eligible for Benefits unless you are either currently enrolled in This Plan or currently listed as an Eligible Dependent.

B. Effective Date of Eligibility

1. **Initial Effective Date**: All Certificate Holders and Eligible Dependents on the Effective Date of the Policy are immediately eligible for Benefits.

2. **After the initial Effective Date:** For all Certificate Holders (and their Eligible Dependents) not associated with the organization on the initial Effective Date of the Policy, eligibility for Benefits will begin, unless otherwise stated as follows:

    a. New members: Date on which RLHICA approves the enrollment of the new member. Or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits Section;

    b. Spouse: Date of marriage, civil union;

    c. Newborn: Child's actual date of birth;

    d. Foster children, legal adoptions or guardianships: Date the Child is placed in the foster home or with the Certificate Holder; at which time this Child will be covered on the same basis as a natural child;

    e. Stepchild: Date that the Child's natural parent becomes an Eligible Dependent;

    f. All others: Date that RLHICA approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Child or Eligible Dependent.

Once eligible, you and your Eligible Dependents must enroll for coverage within 30 days from the date upon which you or your Eligible Dependents become eligible for Benefits under the terms of Section III B immediately above. You and your Eligible Dependents may properly enroll for coverage by completing all enrollment forms required by RLHICA and submitting such forms to your organization. If you and your Eligible Dependents are not properly enrolled for coverage within 30 days from the date upon which you and your Eligible Dependents become eligible for Benefits, then you and/or your Eligible Dependents must wait until the next Open Enrollment Period to enroll.

C. Termination of Eligibility

Eligibility for Benefits will terminate for you and your Eligible Dependents under This Plan at the earlier of:

1. The termination of the Policy; or

2. Upon expiration of the Grace Period if the Policyholder fails to make the payments required by their Policy.

Your eligibility, and that of your Eligible Dependents, will also terminate if you cease to be a Certificate Holder as defined in the Summary of Dental Plan Benefits Section. An Eligible Dependent's eligibility also terminates upon lack of compliance with the eligibility requirements of the Policy.

D. Conversion to an Individual Policy

A person whose eligibility is terminated or who loses coverage shall be eligible to apply for an individual direct payment policy with RLHICA for a minimum period of 6 months from the date of ineligibility under the Policy. Any request to obtain such a policy will be subject to applicable state law. Please contact RLHICA to obtain further information.

IV. Benefits

COVERED SERVICES

RLHICA agrees to provide Benefits to you and your Eligible Dependents under the policies and procedures of RLHICA and under the terms and conditions of This Plan, including, but not limited to, the categories of services, exclusions and limitations listed below.

Unless otherwise specified in the Summary of Dental Plan Benefits Section, Covered Services may be divided into the following categories and are subject to the exclusions and limitations listed in the Exclusions and Limitations Section. **Please see the Summary of Dental Plan Benefits Section for the Benefits, exclusions and limitations applicable under This Plan.**

A detailed list of the Benefits provided under This Plan is available upon request. All time limitations are measured either from the last date of service in any RLHICA plan or, at the request of your organization, from the last date of service in any dental Plan.

DIAGNOSTIC AND PREVENTIVE SERVICES

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include oral evaluations (examinations), prophylaxes (cleanings), bitewing X-rays and fluoride treatments. These services are subject to the following exclusions and limitations:

(i) Topical fluoride treatments are payable twice in any Benefit Year for Children under age 19;

(ii) Oral examinations submitted as a consultation or evaluation are payable twice in any Benefit Year, whether provided under one or more RLHICA Plans;

(iii) Prophylaxes, including periodontal maintenance procedures, are payable twice in any Benefit Year;

(iv) Bitewing X-rays are payable once in any Benefit Year;

(v) Space maintenance services are payable once per lifetime, per area on posterior teeth, for Children under age 14;

(vi) RLHICA will not make payment for preventive control programs, including home care items, oral hygiene instructions, nutritional counseling and tobacco counseling and all charges for the same will be your responsibility;

(vii) RLHICA will not make payment for tests and laboratory examinations (including, but not limited to cytology, bacteriology or pathology) and caries susceptibility tests and all charges for the same will be your responsibility, unless otherwise indicated in the Summary of Dental Plan Benefits Section or in this Certificate.

Brush Biopsy

Oral brush biopsy procedure and laboratory analysis used to detect oral cancer, an important tool that identifies and analyzes precancerous and cancerous cells.

BASIC SERVICES

Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain is not a Covered Service when done in conjunction with any services except X-rays, tests or examinations.

Radiographs (X-rays)/Diagnostic Imaging/Diagnostic Casts

X-rays as required for routine care or as necessary for the diagnosis of a specific condition, subject to the following exclusions and limitations:

(i) Full mouth X-rays (which include bitewing X-rays) or a panoramic X-ray (with or without bitewing X-rays) are payable once in any 5 year period;

(ii) A serial listing of X-rays is paid as a full mouth series if the total fee equals or exceeds the fee for a complete series;

(iii) Any supplemental films with a full mouth series are part of the complete procedure;

(iv) Cephalometric films, oral/facial images or diagnostic casts are not payable except in conjunction with Orthodontic Services and all charges for the same will be your responsibility;

(v) Posterior-anterior or lateral skull and facial bone survey, sialography, temporomandibular joint films (including arthrograms) or tomographic films are not payable and all charges for the same will be your responsibility.

Minor Restorative Services

Minor restorative services to rebuild and repair natural tooth structure when damaged by disease or injury. These services include amalgam (silver) and composite resin (white) restorations (fillings), subject to the following exclusions and limitations:

(i) Amalgam and composite resin restorations are payable once per tooth surface within a 24 month period regardless of the number or combination of restorations placed on a surface;

(ii) RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility.

Simple Extractions

Simple extractions including local anesthesia, suturing, if needed, and routine post-operative care.

Sealants

Sealants are payable only for the occlusal surface of first permanent molars for Children under age 9 and second permanent molars for Children under age 16. The surface must be free from decay and restorations. Sealants are a Benefit payable once per tooth per 3 year period.

Periodontal Maintenance Following Therapy

Periodontal maintenance following active periodontal therapy procedures to treat diseases of the gums and supportive structures of the teeth, along with benefits for prophylaxes, including periodontal maintenance procedures, are payable twice in any Benefit Year or once in the Certificate Holder or Eligible Dependent's lifetime.

Other Basic Services

Miscellaneous services including, but not limited to cephalometric films, tests and examinations, anesthesia and professional consultations and/or visits.

MAJOR SERVICES

Oral Surgery Services

Surgical extractions and dental surgery, as well as services for the diagnosis and treatment of temporomandibular disorders including craniomandibular and temporomandibular joint disorders (coverage for craniomandibular and temporomandibular joint disorders includes both surgical and non-surgical procedures), are Covered Services, including, but not limited to, local anesthesia, suturing, if needed, and routine postoperative care are subject to the following exclusions and limitations:

(i) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown. (The foregoing exclusion does not apply to coverage for craniomandibular and temporomandibular joint disorders.)

Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals) is subject to the following exclusions and limitations:

(i) Endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are payable once per tooth in any 24 month period;

(ii) Root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth;

(iii) RLHICA will not make payment for pulp caps and all charges for the same will be your responsibility.

Maxillofacial Prosthetics

RLHICA will not make payment for maxillofacial prosthetics and all charges for the same will be your responsibility.

Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth is subject to the following exclusions and limitations:

(i) Full mouth debridement will be payable once in your or your Eligible Dependent's lifetime;

(ii) Scaling and root planing are payable once per area in any 24 month period;

(iii) Periodontal surgery is payable once per area in any 3 year period.

Major Restorative Services

Major restorative services, such as crowns, used when teeth cannot be restored with another filling material. These services are subject to the following exclusions and limitations:

(i) Indirect restorations including porcelain/ceramic substrate, porcelain/resin processed to metal and cast restorations (including crowns and onlays) and associated procedures such as cores and post and core substructures on the same tooth are payable once in any 5 year period;

(ii) Substructures and indirect restorations, including porcelain/ceramic substrate, porcelain/resin processed to metal and cast restorations are not payable for Children under age 12 and all charges for the same will be your responsibility;

(iii) Optional treatment: if you or your Eligible Dependent selects a more expensive service than is customarily provided or for which RLHICA does not determine that a valid dental need is shown, RLHICA may make an allowance based on the fee for the customarily provided service. You are responsible for the difference in cost;

(iv) Inlays, regardless of the material used: RLHICA will pay only the applicable amount that it would have paid for a resin-based composite restoration. You will be responsible for any additional charges;

(v) RLHICA will not make payment for the following services and items and all charges for the same will be the responsibility of the Certificate Holder: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown;

(vi) RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility;

(vii) Veneers are payable once in a 5-7 year period.

Prosthodontic Services

Services and appliances that replace missing natural teeth (such as fixed bridges, endosteal implants, partial dentures and complete dentures) are subject to the following exclusions and limitations:

(i) One complete upper and one complete lower denture is payable once in any 5 year period for any individual;

(ii) A partial denture, fixed bridge and any associated services are payable once in any 5 year period;

(iii) Fixed bridges, endosteal implants and cast metal partial dentures are not payable for Children under age 16 and all charges for the same will be your responsibility;

(iv) Optional treatment: if you or your Eligible Dependent selects a more expensive service than is customarily provided or for which RLHICA does not determine that a valid dental need is shown, RLHICA may make an allowance based on the fee for the customarily provided service. You are responsible for the difference in cost;

(v) Services for tissue conditioning are payable twice per denture unit in any 3 year period;

(vi) Endosteal implants are allowed once per tooth, per lifetime. RLHICA will not make payment if the implant is placed within 5 years following prosthodontic or major restorative services involving that tooth and all charges for the same will be your responsibility;

(vii) RLHICA will not make payment for specialized implant surgical techniques, removal of an implant, implant maintenance procedures or implant repairs and all charges for the same will be your responsibility unless otherwise specified in the Summary of Dental Plan Benefits Section;

(viii) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: lost, missing or stolen appliances of any type; temporary, provisional or interim prosthodontic appliances; precision or semi-precision attachments, copings or myofunctional therapy;

(ix) RLHICA will not make payment for procedures to replace a missing tooth or teeth that were lost prior to becoming a Certificate Holder or Eligible Dependent under the Policy and all charges for the same will be your responsibility.

Relines and Repairs

Relines and repairs to fixed bridges, partial dentures and complete dentures. A reline or a complete replacement of denture base material is limited to once in any 3 year period per appliance.

Other Major Services

(i) An occlusal guard is payable once in your or your Eligible Dependent's lifetime;

(ii) Limited occlusal adjustments are limited to 1 in a lifetime;

(iii) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: repair, relines or adjustments of occlusal guards.

ORTHODONTIC SERVICES

No person will be eligible for Orthodontic Services under the Policy unless Orthodontic Services are provided for in the Summary of Dental Plan Benefits Section. Services, treatment and procedures to correct malposed teeth (for example, braces), are subject to the following exclusions and limitations:

(i) RLHICA's payment for Orthodontic Services will be limited to the lifetime Maximum Payment specified in the Summary of Dental Plan Benefits Section;

(ii) Orthodontic Services are payable until the end of the calendar year of the 19th birthday of you or your Eligible Dependent unless otherwise specified in the Summary of Dental Plan Benefits Section;

(iii) RLHICA's payment for Orthodontic Retention Services (removal of appliances, construction and placement of retainer) is included in its payment of overall Orthodontic Services. If a Dentist bills these services separately, payment will be denied.

(iv) If the treatment plan is terminated before completion of the case for any reason, RLHICA's obligation will cease with payment up to the date of termination;

(v) The Dentist may terminate treatment, with written notification to RLHICA and to the patient, for lack of patient interest and cooperation. In those cases, RLHICA's obligation for payment ends on the last day of the month in which the patient was last treated;

(vi) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: lost, missing, or stolen appliances of any type or replacement or repair of an orthodontic appliance.

Other Services

The Summary of Dental Plan Benefits Section lists any other Benefits that may have been selected.

IN-NETWORK DENTIST BENEFIT

If a Certificate Holder or an Eligible Dependent receive Covered Services from an Out-of-Network Dentist, Benefits may be less than the amount that would have otherwise been payable with an In-Network Dentist. However, if a Certificate Holder or an Eligible Dependent requires emergency treatment and receives Covered Services from an Out-of-Network Dentist, Covered Services for the emergency care rendered during the course of the emergency will be treated as if they had been provided by an In-Network Dentist. Also, if a Certificate Holder or Eligible Dependent receives Covered Services that are not of the type provided by any In-Network Dentist, these Covered Services will be treated as if they had been provided by an In-Network Dentist.

The Benefits for both In-Network and Out-of-Network Dentists are shown in the Declaration Section.

Payment of Dental Bills With an In-Network Dentist

If a Certificate Holder or an Eligible Dependent receives Covered Services from an In-Network Dentist, the fee for services has already been agreed to between the Dentist and RLHICA. In-Network Dentists accept these pre-negotiated fees as payment in full for the dental care provided. The Certificate Holder will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" column of the Summary of Dental Plan Benefits Section for In-Network Dentists for the categories of services rendered.

The Certificate Holder is also responsible for any charges for optional treatment or specific exclusions/limitations of the Policy.

Payment of Dental Bills With an Out-of-Network Dentist

If a Certificate Holder or an Eligible Dependent receives Covered Services from an Out-of-Network Dentist, payment will be based upon the percentage of the Allowed Amount that is set forth in the Summary of Dental Plan Benefits Section. The Certificate Holder will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You

Pay" column of the Summary of Dental Plan Benefits Section for Out-of-Network Dentists for the categories of services rendered. In addition, if the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, the Certificate Holder will also be responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

The Certificate Holder is also responsible for any charges for optional treatment or specific exclusions/limitations of the Policy.

V. Exclusions and Limitations

Exclusions

In addition to the exclusions listed above in the Benefits Section, RLHICA will not make payment for the following services, items or supplies and all charges for the same will be your responsibility, unless otherwise specified in the Summary of Dental Plan Benefits Section:

1. Services for injuries or conditions paid pursuant to Workers' Compensation or Employer's Liability laws. Services that are received from any government agency, political subdivision, community agency, foundation or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act, that is, Medicaid;
2. Services or appliances started prior to the date the person became eligible under This Plan, excluding orthodontic treatment in progress (if a Covered Service);
3. Charges for failure to keep a scheduled visit with the Dentist;
4. Charges for completion of forms or submission of claims;
5. Services, items or supplies for which no valid dental need can be demonstrated, as determined by RLHICA;
6. Services, items or supplies that are specialized techniques, as determined by RLHICA;
7. Services, items or supplies that are investigational in nature, including services, items or supplies required to treat complications from investigational procedures, as determined by RLHICA;
8. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other licensed provider under the scope of his or her license or other licensed provider;
9. Services, items or supplies excluded by the policies and procedures of RLHICA;
10. Services, items or supplies which are not rendered in accordance with accepted standards of dental practice, as determined by RLHICA;
11. Services, items or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of RLHICA coverage;
12. Services, items or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared;
13. Services, items or supplies that are generally covered under a hospital, surgical/medical or prescription drug program;
14. Services, items or supplies that are not within the categories of Benefits that have been selected by your organization and are not covered in This Plan;
15. Prescription drugs, non-prescription drugs, premedications, localized delivery of chemotherapeutic agents, relative analgesia, non-intravenous conscious sedation, therapeutic drug injections, hospital visits, desensitizing medicaments and techniques, behavior management, athletic mouthguards, house/extended care facility visits, mounted occlusal analysis, complete occlusal adjustments, enamel microabrasions, odontoplasty or bleaching;
16. Correction of congenital or developmental malformations, cosmetic surgery or dentistry for aesthetic reasons as determined by RLHICA;
17. Any appliance or surgical procedure used to: (a) change vertical dimension; (b) restore or maintain occlusion; (c) replace tooth structure lost as a result of abrasion, attrition, abfraction or erosion; or (d) splint or stabilize teeth for periodontal reasons.

Limitations

In addition to the limitations listed above in the Benefits Section, the following limitations apply under This Plan,

unless otherwise specified in the Summary of Dental Plan Benefits Section:

1. RLHICA's obligation for payment of Benefits ends on the last day of the month in which coverage is terminated under This Plan;
2. When services in progress are interrupted and completed later by another Dentist, RLHICA will review the claim to determine the amount of payment, if any, to each Dentist;
3. Care terminated due to the death of a Certificate Holder or Eligible Dependent will be paid to the limit of RLHICA's liability for the services completed or in progress;
4. The Maximum Payment will be limited to the amount specified in the Summary of Dental Plan Benefits Section;
5. If a Deductible amount is specified in the Summary of Dental Plan Benefits Section, RLHICA will not be obligated to pay, in whole or in part, for any services, items or supplies to which the Deductible applies, until the Deductible amount is met.

VI. Accessing Your Benefits

To access your Benefits, follow these steps:

1. Please read this Certificate, including the Summary of Dental Plan Benefits Section carefully to become familiar with the Benefits and provisions of This Plan;
2. Make an appointment with your Dentist and tell him or her that you have coverage with RLHICA. If the dental office needs a claim form, you may obtain one from your organization or plan administrator. If your Dentist is not familiar with This Plan or has any questions regarding This Plan, have him or her contact RLHICA by writing Attention: Customer Services Department, P.O. Box 1596, Indianapolis, Indiana 46206-1596 or by calling the toll-free number, 1-888-358-9484 (TTY users call 711);
3. After receiving your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
    a. Your full name and address;
    b. Your Social Security number;
    c. The name and date of birth of the person receiving dental care; and
    d. The group's name and number.

Upon request, RLHICA will furnish to you, the claimant, such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after such request, you will be deemed to have complied with the requirements of This Plan as to proof of loss upon submitting, within the time frame for filing proofs of loss as described below, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Written proof of loss must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one (1) year from the time specified unless the claimant was legally incapacitated.

Claims, adjustment requests, and completed information requests should be mailed to:

RLHICA
P.O. Box 1596
Indianapolis, IN 46206-1596

After receiving all required claim information, RLHICA will pay all Benefits due for Covered Services as soon as received and within 30 days. If applicable, failure to pay within that period shall entitle you to interest at the state prescribed rate per annum from the 30th day. Interest amounts less than one dollar ($1.00) will not be paid.

Payment for services rendered is sent to either (1) you, and it is your responsibility to make full payment to the Dentist; or (2) directly to the Dentist if you or your Eligible Dependent have assigned Benefits to the Dentist who rendered Covered Services under This Plan.

Upon the payment of a claim under This Plan, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

If you file a claim for a Benefit that relates to a service that has already been rendered, and you receive notice of an Adverse Benefit Determination, RLHICA will notify you or your authorized representative of the Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after receipt of the claim. RLHICA may extend this period by up to 15 days if RLHICA determines

that the extension is necessary due to matters out of RLHICA's control.

If RLHICA determines that an extension is necessary, it will notify you before the end of the original 30 day period of the circumstances requiring the extension and the date by which RLHICA expects to render a decision. If such an extension is necessary because you did not submit all the information necessary to decide the claim, the notice of extension will specifically describe the additional information required. You will have at least 45 days to provide the requested information. If you deliver the information within the time specified, the 15 day extension period will begin after you provide the information.

Note: RLHICA recommends a Pre-Treatment Estimate before any services are rendered where the total charges will exceed $200. You and your Dentist should review your Pre-Treatment Estimate before your Dentist proceeds with treatment.

If you have any questions about This Plan, please check with your organization or plan administrator or you may call RLHICA's Customer Services Department toll-free at 1-888-358-9484 (TTY users call 711). You may also write to RLHICA's Customer Services Department, P.O. Box 1596, Indianapolis, IN 46206-1596. When writing to RLHICA please include your name, the group's name and number, the Certificate Holder's Social Security number, and your daytime telephone number.

VII. Questions and Answers

May I choose any Dentist?

Yes, you are free to choose any Dentist, as long as the Dentist is licensed to practice dentistry in the state or jurisdiction in which you receive care. However, if you choose to receive services from an Out-of-Network Dentist, you will be responsible for paying the Dentist the percentage of the Allowed Amount listed in the "You Pay" column of the Summary of Dental Plan Benefits. In addition, if the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, you will also be responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

Will RLHICA send payment to the Dentist or will I receive payment?

RLHICA will either send payment to you or directly to the Dentist if you have assigned Benefit payments to the Dentist who rendered Covered Services.

When does my dental coverage begin?

See Waiting Period in the Summary of Dental Plan Benefits Section. This Plan will cover only those dental services received after you become eligible.

How much of the dental bill do I pay?

RLHICA will pay a certain percentage of the amount for each Covered Service, depending on the type of service rendered. Those Allowed Amounts are listed in the Summary of Dental Plan Benefits Section. If the Submitted Amount is more than the Allowed Amount for a specific Covered Service, then you are responsible for paying the Dentist that percentage listed in the "You Pay" column, as well as for paying the Dentist the difference between the Submitted Amount and the Allowed Amount. You are responsible for the Copayment shown on your explanation of benefits plus any charges for optional treatment or specific exclusions / limitations of This Plan.

Am I covered for all dental services?

No, the Summary of Dental Plan Benefits Section describes the dental services that are covered by This Plan. Please read them carefully. The exclusions and limitations govern these covered dental services.

What if my spouse is covered by another plan?
If you are covered by more than one dental Plan, your out-of-pocket costs may be reduced or eliminated. Please see Section VIII Coordination of Benefits. It is important to tell your Dentist about any other dental coverage so that claims are submitted properly.

VIII. Coordination of Benefits

COORDINATION OF THE GROUP CONTRACT'S BENEFITS WITH OTHER BENEFITS

All of the Benefits under this Certificate, if applicable, will be subject to a Coordination of Benefits **("COB")** provision that is designed to provide maximum coverage, but not result in payment of more than 100 percent of the total fee for a given treatment.

A. APPLICABILITY

1. This COB provision applies to This Plan when you or your Eligible Dependent has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

2. If this COB provision applies, the order of benefit determination rules should be looked at first. These rules determine whether the Benefits of This Plan are determined before or after those of another Plan. The Benefits of This Plan:

   a. Shall not be reduced when, under the order of benefit determination rules, This Plan determines its Benefits before another Plan; but

   b. May be reduced when, under the order of benefits determination rules, another Plan determines its benefits first. The above reduction is described in Paragraph D. "Effect on the Benefits of This Plan."

B. DEFINITIONS

1. **"Allowable Expense"** means an expense covered under this Certificate when the item of expense is covered at least in part by one or more Plans covering the person for whom the claim is made.

   When a Plan provides payment for services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

2. **"Claim Determination Period"** means a calendar year. However, 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.

3. **"Plan"** is any of these which provides benefits or services for, or because of, medical or dental care or treatment:

   a. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage;

   b. Coverage under a governmental plan or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

   Each contract or other arrangement for coverage under (a) or (b) 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.

4. **"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 Primary Plan, its Benefits are determined before those of the other Plan and without considering the other Plan's benefits.

   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 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.

5. **"This Plan"** means the dental coverage provided for you and your Eligible Dependents pursuant to this Certificate.

C. ORDER OF BENEFIT DETERMINATION RULES

1. 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:

   a. The other Plan has rules coordinating its benefits with those of This Plan; and

   b. Both those rules and This Plan's rules, in subparagraph (C)(2) below, require that This Plan's Benefits be determined before those of the other Plan.

2. Rules. This Plan determines its order of Benefits using the first of the following rules which applies:

a. Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member, or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:

(i) Secondary to the Plan covering the person as a dependent and;

(ii) Primary to the Plan covering the person as other than a dependent (*e.g.*, a retired employee), then the order of benefit determination is reversed so that the Plan covering the person as an employee, member, subscriber or retiree is secondary and the other Plan is primary.

b. Dependent Child/Parents not Separated or Divorced. Except as stated in subparagraph (C)(2)(c) below, when This Plan and another Plan cover the same Child as a dependent of different persons, called "parents:"

(i) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but

(ii) If both parents have the same birthday, the benefits of the Plan which covered the parents longer are determined before those of the Plan which covered the other parent for a shorter period of time.

However, if the other Plan does not have the rule described in subparagraph (C)(2)(b)(i) immediately above, 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 will determine the order of benefits.

c. Dependent Child/Parents Separated or Divorced. 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:

(i) First, the Plan of the parent with custody of the Child;

(ii) Then, the Plan of the spouse of the parent with custody of the Child;

(iii) Then, the Plan of the parent not having custody of the Child; and

(iv) Then, the Plan of the spouse of the parent not having custody of the Child.

If the other Plan does not have this subparagraph (C)(2)(c) and if, as a result, the Plans do not agree on the order of benefits, this subparagraph (C)(2)(c) shall be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the 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. The Plan of the other parent shall be the Secondary Plan. This subparagraph 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.

If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the Child, the Plans covering the Child shall be subject to the order of benefit determination contained in subparagraph (C)(2)(b) above.

d. 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 subparagraph (C)(2)(d) is ignored.

e. Continuation Coverage. If a person whose coverage is provided under a right of continuation pursuant to federal law (*i.e.*, COBRA) or state law also is covered under another Plan, the benefits of the Plan covering the person as employee, member, or subscriber (or that person's dependent) shall be determined before the benefits under the continuation coverage. 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 subparagraph (C)(2)(e) shall be ignored.

f. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

D. EFFECT ON THE BENEFITS OF THIS PLAN

1. When This Paragraph Applies. This Paragraph D. applies when, in accordance with Paragraph C. "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other Plans. In that event the Benefits of This Plan may be reduced under this Paragraph D. Such other Plan or Plans are referred to as "the other Plans" in subparagraph (D)(2) immediately below.

2. Reduction in This Plan's Benefits. The Benefits of This Plan will be reduced when the sum of:

   a. The Benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and

   b. The Benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the Benefits of This Plan will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses.

   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.

E. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts are needed to apply these COB rules. RLHICA has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person subject in all events, to all provisions of applicable law. RLHICA need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give RLHICA any facts it needs to pay the claim.

F. FACILITY OF PAYMENT

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, RLHICA may pay that amount to the organization which made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. RLHICA will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

G. RIGHT OF RECOVERY

If the amount of the payments made by RLHICA is more than it should have paid under this COB provision, it may recover the excess from one or more of the following:

1. The persons it has paid or for whom it has paid;

2. Insurance companies; or

3. Other organizations.

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

IX. Disputed Claims Procedure

If you receive notice of an Adverse Benefit Determination, and if you think that RLHICA incorrectly denied all or part of your claim, you or your Dentist should contact RLHICA's Customer Services Department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 1-888-358-9484 (TTY users call 711) and speaking to a telephone advisor. You may also mail your inquiry to the Customer Services Department at P.O. Box 1596, Indianapolis, IN 46206-1596.
When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. RLHICA provides this opportunity for you to describe problems and submit explanatory information that might indicate your claim was improperly denied and allow RLHICA to correct any errors quickly and without delay.

Whether or not you have asked RLHICA informally to recheck its initial determination, you can submit your claim to a formal review through the Disputed Claims Appeal Procedure described below.

If you receive notice of an Adverse Benefit Determination, you, or your authorized representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date on which you receive your notice of the Adverse Benefit Determination which you are asking RLHICA to review.

To request a formal review of your claim, send your request in writing to:

Dental Director
Renaissance Dental - RLHICA
P.O. Box 1596
Indianapolis, IN 46206-1596

Please include your name and address, the Certificate Holder's Social Security number, the reason why you believe your claim was wrongly denied, and any other information you believe supports your claim. You also have the right to review This Plan and any documents related to it. If you would like a record of your request and proof that it was received by RLHICA, you should mail it certified mail, return receipt requested.

The Dental Director, or any other person(s) reviewing your claim, will not be the same as, nor will they be subordinate to, the person(s), who initially decided your claim. The reviewer will grant no deference to the prior decision about your claim, but rather will assess the information, including any additional information that you have provided, as if he/she were deciding the claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your claim even if the information was not available when your claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational or not medically necessary or appropriate), the reviewer will, as necessary, consult a dental health care professional with appropriate training and experience. The dental health care professional will not be the same individual, or that person's subordinate, consulted during the initial determination.

The reviewer will make his/her determination on review within 60 days of his/her receipt of your request. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Disputed Claims Appeal Procedure will meet the requirements described below under the heading "Manner and Content of Notice."

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent Policy provisions(s) on which the denial is based, the applicable review procedures for dental claims, including applicable time limits, and that you are entitled to access, free of charge, upon request, all documents, records and other information relevant to your claim. The notice will also contain a description of any additional materials necessary to complete your claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your claim has been completely reviewed according to this Disputed Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination,

and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

If you (a) need the assistance of a governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may also contact the Office of Superintendent of Insurance, Consumer Assistance Bureau, P.O. Box 1689, Santa Fe, NM 57504-1689. Consumer Hotline: 855- 4ASK-OSI (1-855-427-5674).

X. Termination of Coverage

RLHICA must give your organization at least 45 days advance notice of cancellation, expiration, nonrenewal, or change in rates. In the event RLHICA chooses to terminate the Policy due to nonpayment of premium, RLHICA will give your organization notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due.

Your RLHICA coverage may be automatically terminated:

1. When your organization advises RLHICA to terminate your coverage;

2. Upon expiration of the Grace Period if your organization has failed to pay RLHICA the payments required by the Policy;

3. Or for any other reason stated in the Policy.

A person whose eligibility is terminated may be eligible to transfer to an individual direct payment contract with RLHICA, for a minimum period of 6 months from the date of their ineligibility under the Policy. Please contact RLHICA to obtain further information.

XI. Continuation of Coverage

A. Loss of Eligibility During Treatment

If you and/or an Eligible Dependent lose eligibility while receiving dental treatment, only those Covered Services received while you and/or your Eligible Dependent were eligible under the Policy will be payable.

B. Continuation Coverage - COBRA

If your organization is required to comply with provisions under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and your coverage would otherwise end, you and/or your covered Eligible Dependents may have the right under certain circumstances to continue coverage in the group health plans sponsored by your organization, at your expense, beyond the time coverage would normally end.

COBRA continuation coverage may be available if your coverage or a covered Eligible Dependent's coverage would otherwise end because of one of the following COBRA qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than your gross misconduct;

2. Reduction in the number of hours worked so that you are no longer an eligible member under the terms of the group health plan;

3. Divorce or legal separation;

4. Death;

5. Loss of dependent status under the terms of the group health plan; or

6. You become entitled to Medicare (if applicable).

If you are called to active duty in the armed forces of the United States, you and your covered Eligible Dependents may also have continuation coverage rights under the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

If you believe you are entitled to continuation coverage either under COBRA or USERRA, you should contact your organization to receive additional information about your rights and to learn more about the applicable procedures for applying for such continuation coverage.

C. Continuation Coverage – Death of Certificate Holder

Upon the death of the Certificate Holder, coverage for Eligible Dependents (if any) shall continue for a period of at least 6 months, subject to the termination provisions found in Section III and Section X of this Certificate.

D. Continuation Coverage – Eligible Dependents

Eligible Dependents may elect to continue coverage under this Certificate for a minimum period of 6 months in the event of the divorce, annulment, dissolution of marriage or legal separation, retirement or death of the Certificate Holder. To elect coverage, Eligible Dependents should contact the Certificate Holder's organization immediately following the occurrence of one of the above-mentioned events.

E. Continuation Coverage – Total Disability

In the event the Policy is terminated for any reason, the Benefits paid pursuant to the Policy shall continue for a period of 90 days in the event of total disability (on the date of such termination) of the Certificate Holder or an Eligible Dependent.

XII. General Conditions

Change of Status

You must notify RLHICA through your organization, of any event causing a change in the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Assignment

Benefits to you or your Eligible Dependent are for the personal benefit of you or your Eligible Dependent and cannot be transferred or assigned. You or your Eligible Dependent, however, may assign Benefits to the Dentist who rendered Covered Services under This Plan. Benefits paid pursuant to such assignment shall discharge the obligation of RLHICA with respect to the amount of the Benefits so paid.

Subrogation

If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.

Obtaining and Releasing Information

While you are covered by RLHICA, you agree to provide RLHICA with any information it needs to process your claims and administer your Benefits. This includes allowing RLHICA to have access to your dental records.

Dentist-Patient Relationship

You and your Eligible Dependents have the freedom to choose any Dentist. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.

Late Claims Submission

Except as otherwise provided in this Certificate, RLHICA will not honor and no payment will be made for services, items or supplies if a claim for those services, items or supplies has not been received by RLHICA within one year from the date that the services, items or supplies were provided.

Change of Certificate or Policy

No agent has the authority to change any provisions in this Certificate or the provisions of the Policy on which it is based. No changes to this Certificate or the underlying Policy are valid unless approved in writing by an officer of RLHICA.

Note: This Certificate and the Policy are subject to change if, in the future, federal and state privacy laws and regulations require RLHICA or your organization to comply with such laws and regulations. Should any such change to this Certificate or the Policy be necessary by law, you will receive written notice from RLHICA informing you of the reasons for any change to this Certificate or the Policy and the process by which you will receive an amended Certificate or the amended section of this Certificate.

Legal Actions

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy, unless otherwise provided by applicable state law. No such action may be brought after the expiration of three years after the time written proof of loss is required to be given. This provision does not

preclude the Policyholder or Certificate Holder from seeking a decision from a jury trial once all administrative appeals have been exhausted.

Representations

In the absence of fraud, all statements made by your organization or by you or your Eligible Dependents, shall be deemed to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy, unless it is contained in a written application.