

**DENTAQUEST USA INSURANCE COMPANY, INC.
(DENTAQUEST INSURANCE COMPANY, INC)**

**DentaQuest EPO for Individuals and
Families Policy**

DentaQuest EPO Family Low Plan

January 1, 2023

when provided by a licensed, practicing dentist.

Repair of dentures or fixed bridges; once every twelve (12) months.

Recementing of fixed bridges; once each twelve (12) months.

Rebase or reline dentures; once every thirty-six (36) months.

Tissue conditioning; two treatments every thirty-six (36) months.

Repair or recement crowns and onlays. Recementing is limited to once every twelve (12) months per tooth.

Adding teeth to existing partial or full dentures; once per tooth every twelve (12) months.

Palliative (emergency) treatment of dental pain – minor procedures; three (3) times every calendar year.

COMPLEX AND MAJOR RESTORATIVE DENTAL SERVICES

Benefits are available for the following dental services and supplies to treat oral disease including: replace missing natural teeth with artificial ones; remove diseased or damaged natural teeth; and restore severely decayed or fractured teeth. Examples of these services include:

Certain surgical services to treat oral disease or injury. This includes surgical tooth extractions and extractions of impacted teeth. Additional oral and maxillofacial surgery services include tooth reimplantation, biopsy of oral tissue, alveoloplasty and vestibuloplasty.

Periodontal services to treat diseased gum tissue or bone including the removal of diseased gum tissue (gingivectomy) and the removal or reshaping of diseased bone (osseous surgery). One quadrant of periodontal surgery every thirty-six (36) months. Scaling and root planing once per quadrant every twenty-four (24) months. Periodontal benefits are determined according to our administrative “Periodontal Guidelines.”

Periodontal maintenance, including cleaning and scaling and root planing procedures, following active periodontal therapy; once per three months when preceded by active periodontal therapy; not to be combined with regular cleanings.

Endodontic services for root canal treatment once per permanent tooth including the treatment of the nerve of a tooth, the removal of dental pulp, and pulpal therapy. Vital pulpotomy is limited to deciduous teeth.

Dentures and Bridges

- Complete or partial dentures and fixed bridges including services to measure, fit, and adjust them; once every sixty (60) months.
- Replacement of dentures and fixed bridges, but only when they cannot be made serviceable and were inserted at least sixty (60) months before replacement.
- Temporary partial dentures as follows:
 - To replace any of the six (6) upper or lower front teeth, but only if they are installed immediately following the loss of teeth during the period of healing.

**Individuals and Families
Dental Policy**

DentaQuest USA Insurance Company, Inc. (the *Plan*) certifies that you have the right to benefits for services according to the terms of this Policy. This Policy is part of your Agreement.

This Policy was issued based on the information entered in your application, a copy of which is attached to this Policy. If you know of any misstatement in your application, or if any information concerning the medical history of any insured person has been omitted, you should advise the *Plan* immediately regarding the incorrect or omitted information; otherwise, your Policy may not be a valid contract.

NOTICE OF INSURED’S RIGHT TO EXAMINE POLICY FOR TEN DAYS. If for any reason you are not satisfied with your Policy, you may return this Policy within ten days of the date of delivery and the premium you paid will be promptly refunded, and this Policy shall be deemed void from the beginning and the parties will be returned to their original position as if no Policy had been issued. This Policy may be returned to the *Plan* at :RUFHVWHIS~~Street~~, Wellesley Hills MA 02481.

QUALIFIED RIGHT OF RENEWAL. This Policy renews annually on January 1 subject to our right to cancel or nonrenew coverage in accordance with Part IV, Section 23 of this Policy. We shall notify you in writing at least forty-five (45) days before any increase of twenty percent of more in the policy rates.

We may increase your premiums at renewal. We will send you a notice at least thirty (30) days before any increase in your premium goes into effect. Premiums will not change more than once every twelve (12) months.

THIS POLICY IS A NON-PARTICIPATING POLICY.

This is a Limited Policy - Read it Carefully

ATTEST: DentaQuest USA Insurance Company, Inc.

Brett A. Bostrack
President

David Abelman
Secretary

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Introduction

This Policy, including the attached Schedule of Benefits, Application, and any applicable Riders, Endorsements and Supplemental Agreements is the *Agreement*. We urge you to read it carefully.

The dental services described in your *Schedule of Benefits* are covered as of your effective date, unless your benefits are subject to a waiting period. Additionally, there are some limitations and restrictions on your coverage, which are found in your *Schedule of Benefits*. Please refer to the Schedule of Benefits, attached to this Policy, which outlines the specific services covered under this Policy and the extent of coverage for those services.

If you have any questions, please contact our Customer Service department. Our telephone number is listed at the end of this Policy.

Subscriber's Rights and Responsibilities

As a *subscriber*, you have the right to:

- File a complaint about the dental services provided to you.
- Be provided with appropriate information about the *Plan* and its benefits, participating dentists, and policies.

You have the responsibility to:

- Ask questions in order to understand your dental condition and treatment, and follow recommended treatment instructions given by your dentist.
- Provide information to your dentist that is necessary to render care to you.
- Be familiar with the *Plan* benefits, policies and procedures, by reading our written materials, or calling our Customer Service department at the telephone number listed at the end of this Policy.

Part I

Definitions

ACA: The Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148).

Agreement: refers to this Policy, the Schedule of Benefits, the Application, and any applicable Riders, Endorsements and Supplemental Agreements.

Benefit Year: a calendar year for which the *Plan* provides coverage for dental benefits.

Covered dependents: See *Family Coverage* definition.

Covered individual: a person who is eligible for and receives dental benefits. This usually includes *subscribers* and their *covered dependents*.

Customary Fee: the fee level determined by the administrator of the dental benefit plan from actual submitted fees for a specific dental procedure to establish the maximum benefit payable under a given plan for that specific procedure.

Date of service: the actual date that the service was completed. With multi-stage procedures, the date of service is the final completion date (the insertion date of a crown, for example).

Deductible: the portion of the covered dental expenses that the *covered individual* must pay before the *Plan's* payment begins.

Effective Date: the date (at 12:00 A.M. Eastern Time), as shown on our records, on which your coverage begins under this Policy or an amendment to it.

Family coverage: coverage that includes you, your spouse and dependent children up to and including twenty-six (26) years of age. Your or your spouse's adopted children are covered from the date of adoptive or parental placement with an insured subscriber or plan enrollee for the purpose of adoption. Children under testamentary or court appointed guardianship, other than temporary guardianship of less than 12 months duration, and grandchildren in your court-ordered custody who are dependent upon you are also covered.

With respect to an unmarried child covered by this Policy prior to the attainment of the age of twenty-six (26) who is incapable of self-sustaining employment by reason of intellectual or physical disability and who became so incapable prior to attainment of age twenty-six (26) and who is chiefly dependent upon such policyholder for support and maintenance, coverage shall not terminate while this Policy remains in force and the dependent remains in such condition, if the *subscriber* has within thirty-one (31) days of such dependent's attainment of the limiting age submitted proof of such dependent's incapacity as described herein and subsequently may be required by the insurer not more frequently than annually after the two (2) year period following the child's attainment of the limiting age.

An unmarried dependent child or grandchild who is a full-time student and who develops a mental or nervous condition, problem, or disorder which renders the dependent, in the opinion of a qualified psychiatrist, subject to a second opinion if deemed necessary by the issuer, unable to attend school as a full-time student and from holding self-sustaining employment, until the age of twenty-four. A dependent grandchild shall be in the legal custody of and residing with the grandparent.

Fee Schedule: the payment amount for the services that may be provided by *Participating or Non-participating Dentists* under this Policy. Benefits are payable in accordance with the terms and conditions of the applicable *Schedule of Benefits* attached to this Policy and in effect at the time services are rendered.

Fracture: the breaking off of rigid tooth structure not including crazing due to thermal changes or chipping due to attrition.

Health care provider: any hospital or person that is licensed or otherwise authorized in Louisiana to furnish health care services.

Health care service: the furnishing of a service to any individual for the purpose of preventing, alleviating, curing, or healing human illness, injury or physical disability.

Individual (or single) coverage: coverage that includes only the *subscriber*, or only a minor dependent in the case of child only coverage.

Non-participating Dentist: a licensed dentist who has not entered into an agreement with the *Plan* to furnish services to its *covered individuals*.

Out of Pocket Maximum: the maximum a *Covered Individual* will pay in deductibles, copays and coinsurance for allowable expenses in any *Benefit Year*.

Participating Dentist: a licensed dentist located in the *Plan's* service area that has entered into an agreement with the *Plan* to furnish services to its *covered individuals*.

Participating Dentist Contract: contract between the *Plan* and a *Participating Dentist*.

Schedule of Benefits: the part of this Policy which outlines the specific coverage in effect as well as the amount, if any, that you may be responsible for paying towards your dental care.

Subscriber: the Policy holder who is eligible to receive dental benefits. A parent or guardian enrolling a minor dependent, including under a child only plan, assumes all of the subscriber responsibilities on behalf of the minor dependent.

The Plan: refers to DentaQuest USA Insurance Company, Inc.

Usual Fee: the fee which an individual dentist most frequently charges for a specific dental procedure.

You: the *subscriber* of the dental plan.

Part II Benefits

You have the right to benefits on a non-discriminatory basis for the services listed in the *Schedule of Benefits*, except as limited or excluded elsewhere in this Policy, including the *Schedule of Benefits*. The extent of your benefits is explained in the *Schedule of Benefits* which is incorporated as a part of this Policy. Please refer to your *Schedule of Benefits* for benefits covered under this Policy.

This is not an all inclusive list of benefits and all required FEDVIP dental benefits are being provided for children under age 19. The FEDVIP benchmark plan can be found at the following link: <https://www.opm.gov/healthcare-insurance/healthcare/plan-information/plan-codes/2014/brochures/MetLife.pdf>.

Part III Exclusions

1. BENEFITS ARE PROVIDED ONLY FOR NECESSARY AND APPROPRIATE SERVICES

We will not provide benefits for a dental service that is not covered under the terms of this Policy. We will not provide benefits for a covered dental service that is not necessary and appropriate to diagnose or to treat your dental condition. We will not cover experimental care procedures that have not been sanctioned by the American Dental Association and for which no procedure codes have been established.

- A. To be necessary and appropriate, a service must be consistent with the prevention of oral disease or with the diagnosis and treatment on (1) those teeth that are decayed or *fractured* or (2) those teeth where supporting periodontium is weakened by disease in accordance with standards of good dental practice not solely for your convenience or the convenience of your dentist.
- B. Who determines what is necessary and appropriate under the terms of the Policy: That decision is made based on a review of dental records describing your condition and treatment. We may decide a service is not necessary and appropriate under the terms of the Policy even if your dentist has furnished, prescribed, ordered, recommended or approved the service. Such a determination is made by a licensed dental practitioner. Please see Part IV, Paragraph 40, Claim Appeal Procedures for additional details. Louisiana law requires additional considerations with regard to external review or adverse determinations involving individual claims in excess of two hundred fifty dollars.

2. WE DO NOT PROVIDE BENEFITS FOR:

The *Schedule of Benefits* provides a summary of dental services or items for which coverage is not provided under this Policy.

Part IV Other Contract Provisions

1. BENEFIT PAYMENTS FOR SERVICES BY A *PARTICIPATING DENTIST*

Benefits are provided under this Policy only for services provided by *Participating Dentists*. The amount if any, that you may be required to pay your *Participating Dentist* is explained in the *Schedule of Benefits*. Payments are made directly to *Participating Dentists*. No benefits are provided under this Policy for services rendered by a *Non-participating Dentist*, except in the case of emergency medical conditions as specified in Section 36 of this Part IV.

2. WHEN YOUR *PARTICIPATING DENTIST* MAY CHARGE YOU MORE

When your *Participating Dentist* provides covered services, he or she must accept the *Fee Schedule* amount as payment in full. But in the following cases you will be responsible for the difference between the *Plan* payment and the dentist's actual charge for covered services:

- A. If you have received the maximum benefit allowed for services. For example, the maximum dollar amount for a *covered individual* in a calendar year, including the service that caused you to reach the maximum. There is no maximum benefit for covered individuals under age 19.
- B. If you and your dentist decide to use services that are more expensive than those customarily furnished by most dentists, benefits will be provided towards the service with the lower fee.
- C. If, for some reason, you receive services from more than one dentist for the same dental procedure or receive services that are furnished in a series during a planned course of treatment. In such a case the total amount of your benefit will not be more than the amount that would have been provided if only one dentist had furnished all the services.

3. PRE-TREATMENT ESTIMATES

If your dentist expects that dental treatment will involve a series of covered services (over \$600), he or she should file a copy of the treatment plan with the *Plan* BEFORE these services are rendered to a *covered individual*. A treatment plan is a detailed description of the procedures that the dentist plans to perform and includes an estimate of the charges for each service.

Upon receipt of the treatment plan, we will notify you and your dentist about the maximum extent of your benefits for the services reported.

layperson would require pre-hospital emergency services. For purposes of this provision, an “*emergency medical condition*” is a medical condition, whether physical or mental, manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the health of an insured or another person in serious jeopardy, serious impairment to body function, or serious dysfunction of any body organ or part or, with respect to a pregnant woman, as further defined in section 1867 (e)(1)(B) of the Social Security Act, 42 USC section 1395dd(e)(1)(B).

If a *covered individual* requires services for an *emergency medical condition*, and cannot reasonably be attended to by a *Participating Dentist*, the *Plan* shall pay for the emergency services so that the *covered individual* is not liable for a greater out-of-pocket expense than if the *covered individual* were attended to by a *Participating Dentist*.

37. NON-DISCRIMINATION

The *Plan* complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. Coverage for dental services is made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender. The *Plan* will not deny or limit coverage to any dental service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such dental service is ordinarily available. The *Plan* will not deny or limit coverage for a specific dental service related to gender transition if such denial or limitation results in discriminating against a transgender individual.

38. EXPLANATION OF BENEFITS (EOB)

Each time we process a claim for you under this Policy, a written notice will be sent to you explaining your benefits for that claim. This notice will tell you how we paid the claim or the reasons it was denied. The notice is called an Explanation of Benefits or “EOB.”

39. WHO FILES A CLAIM

Participating Dentists: *Participating Dentists* will file claims directly to us for the services covered by this Policy. We will make benefit payments within sixty (60) days to them.

40. CLAIM APPEAL PROCEDURES

If you or the *Participating Dentist* providing dental services to you believes we have incorrectly denied all or part of the claim, you or the *Participating Dentist* may file a request for review within 180 days of the date on which you receive notice of the adverse determination. To request a formal review of your claim, send the request in writing to the address set forth in Section 32 of this Part IV.

If a claim is denied based on lack of medical necessity, the decision will be based upon a determination by a dentist who holds a non-restricted license issued in the United States in the

same or an appropriate specialty that typically manages the dental condition, procedure, or treatment under review. Any denial on appeal of a claim based on lack of medical necessity shall be made by a dentist who is not be an employee of the *Plan*.

Any written communication to you or a dentist that includes or pertains to a denial of benefits for all or part of a claim based on lack of medical necessity shall include the name, applicable specialty designation, license number together with state of issuance, and the direct telephone number of the licensed dentist making the adverse determination. The Office of Consumer Advocacy of the Louisiana Department of Insurance is available at 800-259-5300 if you need assistance with the appeals process.

You may request copies of all documents relevant to the claim for benefits, which will be sent to you free of charge. You may also submit comments and documents relating to the appeal claim, without regard to whether that information was submitted or considered in the initial benefit determination, and to receive continued coverage pending the outcome of the appeals process where required by applicable law or the Plan document or policy.

41. FALSE OR FRAUDULENT CLAIM

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

42. EXTENSION OF TIME LIMITATIONS

If any limitation of this Policy with respect to giving notice of claim, furnishing proof of loss, or bringing any action on this Policy is less than that permitted by law of the state, district, or territory in which the insured resides at the time this Policy is issued, such limitation is extended to agree with the minimum period permitted by such law.

43. UNIFORM CLAIM FORMS

Notwithstanding any other law to the contrary, all claims shall be processed in conformity with the uniform claim form issued by the Louisiana Department of Insurance pursuant to Louisiana Revised Statute 22:1824.

Part V

Index

This index lists the major benefits and limitations of your Policy. Of course, it does not list everything that is covered in your Policy. To understand fully all benefits and limitations you must read carefully through your Policy.

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DentaQuest USA Insurance Company, Inc.
96 Worcester Street
Wellesley Hills, MA 02481
Customer Service
Department 1(844) 241-5611

DentaQuest*

Foreign Language Assistance

English: If you do not speak English, language assistance services, free of charge, are available to you. Call 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

Español (Spanish): si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

繁體中文 (Chinese): 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

Tagalog (Tagalog – Filipino): Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

Tiếng Việt (Vietnamese): Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

Français (French): Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

한국어 (Korean): 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-278-7310 (TTY: 1-800-466-7566 or 711)번으로 전화해 주십시오.

Deutsch (German): Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-888-278-7310 (TTY: 1-800-466-7566 or 711) an.

*Products underwritten by DSM USA Insurance Company, Inc. in Arizona, Georgia, Illinois, Indiana, Louisiana, Missouri, Ohio, Pennsylvania, and Virginia, by DentaQuest of Florida, Inc. in Florida, and by DentaQuest USA Insurance Company, Inc. in Tennessee and Texas.

Русский (Russian): Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

ملاحظة: إذا كنت تحدث اذك ر ال لغة، ف إن خدمات ال م ساعدة ال ل غوي ة ت تواف (Arabic) ال عربية or ر ل ك ب ال مجان . ات صل ب رقم 1-888-278-7310 (رقم هات ف ال صم وال ب كم 1-800-466-7566 or 711).

Kreyòl Ayisyen (French Creole): Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

हिंदी (Hindi): ध्यान दें यदद आप द िंदी बोलते िं तो आपके ललए मुफ्त में भाषा स ायता सेवाएि उपलब्ध िं। 1-888-278-7310 (TTY: 1-800-466-7566 or 711) पर कॉल करें

Italiano (Italian): In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

Polski (Polish): Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

Português (Portuguese): Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

日本語 (Japanese): 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-278-7310 (TTY: 1-800-466-7566 or 711)まで、お電話にてご連絡ください。

Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-888-278-7310 (TTY: 1-800-466-7566 or 711).

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DQ.Foreign.Lang.Asst. (2022)