Dominion Dental Services, Inc. (hereinafter referred to as "Plan") certifies that the Subscriber is covered under and subject to all the provisions, definitions, limitations and conditions of this Individual Dental Policy for the benefits approved herein, and is eligible for benefits stated in the attachments hereto (Description of Benefits and Member Copayments) as of the date indicated in the letter accompanying the Membership Identification Card. The address of the principal administrative office of Plan is: Dominion Dental Services, Inc., 251 18th Street South, Suite 900, Arlington, VA 22202. The telephone number is (703) 518-5000.

Part I. DEFINITIONS
A. Dependent shall mean lawful spouse of Subscriber and/or unmarried natural, step or adopted children, or children under the Subscriber's legal guardianship, from and after birth up to his/her 20th birthday. Dependent coverage may include a Domestic Partner of Subscriber and/or children of a Domestic Partner. When a child has been placed with a Subscriber for the purpose of adoption, that child is eligible for Dependent coverage from the date of such adoptive or parental placement. However, application for coverage must be submitted within 31 days from date of eligibility, along with proof that the adoption is pending. If a newborn infant is placed for adoption with Subscriber within 31 days of birth, such child shall be considered a newborn child of the Subscriber to the same extent as if that child had been a newborn natural child of the Subscriber. An unmarried child who is 20 years, but less than 23, whose time is principally devoted to attending school, and who is dependent upon his parents for primary support, is eligible to be covered as a Dependent. If a Dependent child is enrolled as a full-time student and is unable due to medical condition to continue as a full-time student, coverage for such child shall continue in force for a period of 12 months from the date the child ceases to be a full-time student, or until such child attains age 23, whichever first occurs. The child's treating physician must certify at the time the child withdraws as a full-time student that the child's absence is medically necessary. Upon the attainment of limiting age, coverage as a Dependent shall be extended if the child is and continues to be (1) incapable of self-sustaining employment by reason of mental or physical incapacity and (2) chiefly dependent upon the Subscriber for support and maintenance, provided proof of such incapacity and dependency is furnished to Plan by Subscriber within 31 days of the child's attainment of limiting age and subsequently as may be required by the Plan, but not more than annually after the two-year period following the child's attainment of limiting age.
B. Domestic Partner shall mean a person who is at least 18 years old, is not related to Subscriber by blood or marriage within four degrees of consanguinity under civil law rule, is not married or in a civil union or domestic partnership with another individual, has been financially interdependent with Subscriber for at least 6 consecutive months prior to enrollment in Plan in which each individual contributes to some extent to the other individual's maintenance and support with the intention of remaining in the relationship indefinitely, and shares a primary residence with Subscriber. In order to obtain coverage for a Domestic Partner, Subscriber must sign an Affidavit of Domestic Partnership form provided by the Plan.
C. Member shall mean any individual Subscriber or eligible family member entitled to receive services by reason of the Contract.
D. Participating Dentist shall mean those independent licensed dentists who have contracted with the Plan to provide dental services for Members of the Plan. Participating Dentists are not employees of, nor supervised by the Plan.
E. Plan Specialist shall mean those independent licensed specialists who have contracted with the Plan to provide dental services for Members of the Plan that are of such a degree of complexity as not to be normally performed by a Participating Dentist. Plan Specialists are not employees of, nor supervised by the Plan.
F. Subscriber shall mean an individual in good standing who has paid the Subscription Dues for services of the Plan prior to the period of eligibility, including payments for Dependents as hereinafter defined.
G. Subscription Dues shall mean amounts payable on a regular prepayment basis by or for the Subscriber to the Plan.
H. Usual and Customary Fees shall mean those fees that the Participating Dentist usually charges its patients for dental services when a person is not affiliated with any dental program.

Part II. EFFECTIVE DATE OF BENEFITS
A. All persons, who have enrolled in the Plan and paid the appropriate Subscription Dues on or before the 17th day of the month, shall be eligible for benefits commencing on the 1st day of the following month or on any date mutually agreed upon by Plan and Subscriber.
B. All persons who have enrolled in the Plan and paid the appropriate Subscription Dues between the 17th day of the month and the last day of the month shall be eligible for benefits commencing on the 1st day of the second month or on any date mutually agreed upon by Plan and Subscriber.
C. All Subscribers and enrolled Dependents become eligible for services on the effective date indicated in the letter accompanying their Membership Identification Card.

Part III. TERMINATION OR CANCELLATION
Benefits shall cease upon the earliest of the following events:
A. On the date of expiration of the period for which the last payment of Subscription Dues was made to Plan. If payment is not made in
full on or prior to the date due, as specified in Part IV-A, a grace period of 31 days from the last date of coverage shall be granted to the Subscriber after the first payment. If payment is not received within the 31 days, coverage may be cancelled after the 31st day and the Subscriber may be held liable for the payment of the Subscription Dues for the period of time coverage remained in effect during the grace period. The Contract shall remain in full force and effect during the grace period.

B. Upon the date of Dependents attaining the age of 20 years or marriage prior to that date (Subject to Part I-A). See Par XIII.

C. If after reasonable efforts to establish and maintain a satisfactory dentist-patient relationship, the Participating Dentist is unable to do so, the Plan reserves the right to transfer the Subscriber and Dependents to a second and then third Participating Dentist of their choice. If the third Participating Dentist is also unable to establish a satisfactory dentist-patient relationship, the Plan reserves the right to terminate the membership of said Subscriber and Dependents. Termination shall be effective on the last day of the month after 31 days of which termination notice occurs. In case of termination by the Plan, and if services have been rendered, no refund will be given to Subscriber.

D. Upon violation of the terms of this Contract or fraud or deception in the use of services, coverage will be canceled after the 31st day after written notice is mailed to the Subscriber.

Part IV. SUBSCRIPTION DUES AND MEMBER COPAYMENTS

A. Monthly Subscription Dues are payable on or before the 17th day of the month preceding the month in which services may be rendered. Annual Subscription Dues are payable on or before the 17th day of the month preceding the first month of the Plan year in which services may be rendered. Member Copayments (as listed in the attached Description of Benefits and Member Copayments) are payable to the Participating Dentist at the time services are rendered.

B. Subscription Dues must be received in the administrative office of the Plan no later than the 17th day of the month before eligibility is desired. If Electronic Funds Transfers is not utilized, payments should be mailed to: Dominion Dental Services, Inc., P.O. Box 75314, Charlotte, NC 28275-5314. Monthly Subscription Dues must be debited from either a bank or credit card account.

Part V. BENEFITS AND COVERAGES

All dental procedures listed under the attached Description of Benefits and Member Copayments will be provided if, in the opinion of the Participating Dentist, they are necessary for the patient's dental health. The fee charged will be the fee listed under Member Copayments for each procedure completed. Only the Participating Dentist shall have the right to examine and to determine the professional services to be performed pursuant to the Plan. If conflict arises regarding the quality, cost, or extent of work, the case in question will be resolved pursuant to the Complaint or Quality Assurance Procedures established by the Plan.

Part VI. DENTAL RECORDS

The dental records of all Members concerning services performed hereunder shall remain the property of the Participating Dentist or Plan Specialist. Information related to the number, cost, and delivery of services provided under the Plan to Members may be made available to the Plan by Participating Dentists or Plan Specialists for purposes of review, investigation, or evaluation of care.

Part VII. CHANGE IN SERVICE

Plan reserves the right to change the Subscription Dues or Member Copayments after completion of the term of the Contract. No change will be made without giving the Subscriber thirty (30) days prior written notice.

Part VIII. EMERGENCY SERVICES

When a Member is more than 50 miles from their Participating Dentist, they may have emergency services rendered by any licensed dentist. Emergency services is defined as "palliative care of injury, toothache, or accident requiring the immediate attention of a dentist which occurs under circumstances where it is impractical for Members to present themselves to their designated Participating Dentist for care." Plan reimburses for emergency out-of-area services up to $100 per incident. Services are limited to those procedures not excluded under Plan Limitations and Exclusions. Plan must be notified of such treatment within five (5) days of the Member's return to their area. Proof of loss must be submitted to Plan within thirty (30) days of treatment. Proof of loss should be mailed to: Dominion Dental Services, Inc., 251 18th Street South, Suite 900, Arlington, VA 22202, ATTN: Accounting Dept. When a Member has a dental emergency within the service area, but is unable to make arrangements to receive care through their Participating Dentist, treatment must be pre-authorized by contacting Plan Member Services at (888) 518-5338.

Part IX. INCONTESTABILITY CLAUSE

In the absence of fraud, all statements made by a Subscriber shall be considered representations and not warranties and no statement shall be the basis for voiding coverage or denying a claim after the Contract has been in force for two years from its effective date, unless the statement was material to the risk and was contained in a written application.

Part X. HOW TO RECEIVE BENEFITS

In order to make an appointment, Members must contact their selected dental office. The first appointment scheduled will usually be for the purpose of taking a complete set of full mouth x-rays, an examination, developing a treatment plan, and providing an estimate of the cost of needed work. Members must pay the fees listed for each covered procedure performed on the Description of Benefits and Member Copayments. These fees are paid directly to the Participating Dentist who renders treatment. In the event the Participating General Dentist determines specialty care is necessary, the Participating General Dentist will provide a referral to a Plan Specialist (if available).

Part XI. COMPLAINTS AND GRIEVANCES

Complaints involving patient care should initially be brought to the attention of the Member's Participating Dentist. If the issue is not resolved to the Member's satisfaction, or if the Member has grievances or questions regarding issues other than patient care, they may contact Member Services at Dominion Dental Services, Inc., 251 18th Street South, Suite 900, Arlington, VA 22202, (888) 518-5338 or (703) 518-5338. It is recommended that all Members familiarize themselves with the Complaint Procedures, and make use of it before taking any other action.

Part XII. ENTIRE CONTRACT

The Enrollment Application and this Individual Dental Policy (including any attachments thereto) constitute the entire Contract between the parties. No portion of the charter, bylaws, or other corporate documents of Dominion Dental Services, Inc. will constitute part of the Contract. No change in this Contract shall be valid until approved by an executive officer of the Plan and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Contract or to waive any of its provisions.

Part XIII. GUARANTEED RENEWABILITY

This individual policy may be renewed at the discretion of the Subscriber subject to Part III and IV. A Dependent who is no longer eligible for Dependent coverage may enroll under their own separate policy.

ATTACHMENTS

Description of Benefits and Member Copayments, Membership Identification Card, Notice of Privacy Practices. These attachments contain other terms, including important exclusions and limitations. Subscribers may request additional copies by contacting Member Services at (888) 518-5338.