Managed Dental Care Programs

Group Certificate of Coverage
Select Plan

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 Certificate 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.

Dominion Dental Services, Inc. is subject to regulation in this Commonwealth by both the State Corporation Commission Bureau of Insurance pursuant to Title 38.2 and the Virginia Department of Health pursuant to Title 32.1.

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 26th birthday. At the Group’s request, 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 25 years, but less than 26, 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 26, 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 both (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. **Group** shall mean the organization or employing unit with which the Subscriber is associated and which has executed the Group Dental Service Contract.

D. **Member** shall mean any individual Subscriber or eligible family Dependent entitled to receive services by reason of the Contract.

E. **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.

F. **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.

G. **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.

H. **Subscription Dues** shall mean amounts payable on a regular prepayment basis by or for the Subscriber to the Plan.

Dominion Dental Services, Inc.
251 18th Street South
Suite 900
Arlington • Virginia • 22202
(703) 518-5338
Toll Free (888) 518-5338
I. **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 Group.

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 Group.

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 by the Group 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 Group after the first payment. If notice of intention to terminate the Contract is received during the grace period, the Plan may collect Subscription Dues for the period beginning the first day of the grace period until the date on which notice is received or the date of termination stated in the notice, whichever is later. The Contract shall remain in full force and effect during the grace period.

B. Upon the date of Dependents attaining the age of 26 years or marriage prior to that date (Subject to Part I-A).

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, fraud or deception in the use of services, or termination of the Group Contract under which the Member is covered. Coverage will be canceled after the 31st day after written notice is mailed to the Subscriber.

Group coverage will renew for one (1) year period in the absence of written termination notification by Group at least thirty (30) days in advance of expiration of the term of the Contract.

Upon termination of coverage, an extension of benefits shall be provided for any treatment in progress at the time of termination, provided the treatment requires two or more visits on separate days to the dentist’s office. Extension of benefits will be until the completion of the procedure for all care other than orthodontics, and 60 days for orthodontics if the orthodontist has agreed to or is receiving monthly payments when coverage terminates, or to the end of the quarter in progress or 60 days, whichever is longer, if the orthodontist is receiving quarterly payments. An extension of benefits will not be provided if termination was due to a failure to pay the Subscription Dues or fraud or deception in the use of services. Subject to Part III, A through D, if a Subscriber is paying 100% of the cost of the Plan, without Group contribution, Subscriber must remain in the Plan a minimum of 12 months. Less than 12 month participation may result in Subscriber being responsible for the Usual and Customary Fees for services received, reduced by the sum of the Subscription Dues and copayments paid.

Part IV. SUBSCRIPTION DUES AND MEMBER COPAYMENTS

A. All Subscription Dues are payable on or before the 17th day of the month preceding the month 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.

Part V. BENEFITS AND COVERAGE

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. Referrals to a Plan Specialist must be made by the Member's Participating Dentist, except in the case of orthodontics. If a Participating Dentist refers the Member to a nonparticipating specialist for dental services, which are covered under this agreement, the Plan shall be responsible for payment of the specialist's charges to the extent the charges exceed the copayments specified in the Description of Benefits and Member Copayments. If during the term of this Contract none of the plan dentists can render necessary care and treatment to the Member due to circumstances not reasonably within the control of the Plan, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, or the disability of a significant number of the plan dentists, then the Member may seek treatment from an independent licensed dentist of his own choosing. The Plan will pay the Member for the expenses incurred for the dental services with the following limitations: The Plan will pay the Member for services which are listed in the Description of Benefits and Member Copayments as ‘No Charge', to the extent that such fees are reasonable and customary for dentists in the same geographic area; the Plan will also pay the Member for those services for which there is a copayment, to the extent that the reasonable and customary fees for such services exceed the copayment for such services as set forth in the Description of Benefits and Member Copayments. The enrollee may be required to give written proof of loss.

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. Subscription Dues will be changed only when the then-effective rates have been in effect for at least twelve (12) months. No change will be made without giving the Group sixty (60) days prior written notice.

Part VIII. CONVERSION AND CONTINUATION OF COVERAGE
Plan coverage will terminate for Group Subscribers and their Dependents when Subscriber is no longer associated with the Group. Thereafter, and subject to Part III A and B only, Subscriber and their Dependents may convert to an individual contract. Plan will provide a conversion form with the details of the benefit plan available and the Subscription Dues. Subscriber must remit the conversion form and Subscription Dues to Plan within 60 days after termination.

Upon termination of their eligibility for coverage under the Plan, Subscribers and their Dependents may have the right to continue coverage for a period of time under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Groups may also elect for their Members to receive continued coverage for a 12 month period immediately following the date of termination, at the Subscription Dues applicable to the Group Contract, provided that the Subscriber pays to the Group timely Subscription Dues on a monthly basis during the 12 month period. The Group will notify the Member of their options for continuation of coverage.

Part IX. 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 X. 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, and unless the statement was material to the risk and was contained in a written application. No written statement made by any Member shall be used in any contest unless a copy of the statement is furnished to the Member or the Member’s beneficiary or personal representative.

Part XI. 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 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 XII. COMPLAINTS AND GRIEVANCES
IMPORTANT INFORMATION REGARDING YOUR INSURANCE
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. Dominion Dental Services, Inc. will respond to a Member’s grievance, complaint or appeal within twenty (20) days of the date it is received. An appeal of a claim decision must be received by Dominion Dental Services, Inc. within 180 days of receipt of the claim decision.

If a Member is unable to contact or obtain satisfaction from Dominion Dental Services, Inc. or the Participating Dentist, they may contact the Virginia State Corporation Commission's Consumer Services at: P.O. Box 1157, Richmond, VA 23218, (804) 371-9691, toll-free (VA only) (800) 552-7945, toll-free (nationwide) (877) 310-6560. If a Member has any questions regarding an appeal or grievance concerning the health care services that they have been provided which have not been satisfactorily addressed by Dominion Dental Services, Inc., the Member may contact the Office of the Managed Care Ombudsman for assistance at: Bureau of Insurance, Virginia's Office of the Managed Care Ombudsman, P.O. Box 1157, Richmond, VA 23218 - Phone (804) 371-9032 or toll-free (877) 310-6560 - Email: Ombudsman@scc.virginia.gov.

For Quality of Care issues or complaints, members may contact the Office of Licensure and Certification at 9960 Mayland Drive, Suite 401, Richmond, VA 23233-1463 - Phone (800) 955-1819/Fax (804) 527-4503. You may also contact them via email at mchip@vdh.virginia.gov. Written correspondence is preferable so that a record of your inquiry is maintained. When contacting Dominion Dental Services, Inc., the Bureau of Insurance, or the Office of Licensure and Certification, have your policy number available.

Part XIII. MEMBERS RIGHTS & RESPONSIBILITIES
Members have the following rights:

• The right to receive affordable, effective treatment and preventative care from a qualified, credentialed dentist whose treatment practices are periodically assessed by peers.

• The right to information about the dentist’s professional qualifications.

• The right to choose a dentist from among those available.

• The right to full information about their dental benefit plan, including coverage conditions, exclusions, complaint resolution and appeals.
• The right to full disclosure of all treatment options and the consequences about decisions they make about treatment, non-treatment or partial treatment.
• The right to full disclosure of all financial obligations for covered and non-covered procedures.
• The right to appointment availability and services without discrimination based upon race, national origin, gender, sexual preference, socioeconomic status, disability, health, anticipated need for services, or the means by which dental care is financed.
• The right to understand the manner in which dentists are compensated under the patient's benefit plan.
• The right to full information about coverage decisions, appeals processes and regulatory agencies which may be helpful in resolution of issues.
• The right to have all information related to their healthcare held in strict confidence.
• The right to file a complaint or appeal without the threat or disenrollment or penalization.

Members have the following responsibilities:
• Members are responsible for paying the copayment amounts associated with each procedure at the time of service.
• Members are responsible for providing a new dental office with accurate information about their previous records and dental experience (if available).
• Members are responsible for notifying their dentist of their inability to keep a scheduled dental appointment at least 24 hours prior to the appointment.
• Members are responsible for obtaining a satisfactory explanation of their treatment plans and options from their dental office.
• Members are responsible for cooperating with dentist office procedure and policy, and for treating their provider and staff with respect.

Part XIV. ENTIRE CONTRACT
The Group Dental Service Contract, executed on behalf of Subscribers, this Certificate of Coverage (including any attachments thereto), and any applications of the Group and Subscribers constitute the entire Contract between the parties. A copy of any application of the Group shall be attached to the Contract when issued. 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 XV. APPROVED VIRGINIA SERVICE AREAS
Dominion Dental Services, Inc. is approved in the Virginia counties of Accomack, Albemarle, Amelia, Arlington, Augusta, Bedford, Bland, Botetourt, Brunswick, Buchanan, Buckingham, Campbell, Caroline, Chesterfield, Clarke, Craig, Culpeper, Cumberland,Dickinson, Dinwiddie, Essex, Fairfax, Fauquier, Fluvanna, Franklin, Frederick, Giles, Gloucester, Goochland, Grayson, Greene, Greensville, Halifax, Hanover, Henrico, Henry, Highland, Isle of Wight, King and Queen, King George, King William, Lancaster, Lee, Loudoun, Louisa, Lunenburg, Madison, Mathews, Mecklenburg, Middlesex, Montgomery, Nelson, New Kent, Northampton,Northumberland, Nottoway, Orange, Page, Pittsylvania, Powhatan, Prince Edward, Prince George, Prince William, Pulaski, Rappahannock, Richmond, Roanoke, Rockingham, Russell, Scott, Shenandoah, Smyth, Southampton, Spotsylvania, Stafford, Surry, Sussex, Tazewell, Warren, Washington, Westmoreland, Wise, Wythe, and York and the Virginia cities of Alexandria City, Bedford City, Bristol City, Buena Vista City, Charles City, Charlottesville City, Chesapeake City, Colonial Heights City, Danville City, Emporia City, Fairfax City, Falls Church City, Franklin City, Fredericksburg City, Galax City, Hampton City, Harrisonburg City, Hopewell City, James City, Manassas City, Manassas Park City, Martinsville City, Newport News City, Norfolk City, Norton City, Petersburg City, Poquoson City, Portsmouth City, Radford City, Richmond City, Roanoke City, Salem City, Staunton City, Suffolk City, Virginia Beach City, Waynesboro City, Williamsburg City, and Winchester City.

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.