EXCLUSIONS AND LIMITATIONS

Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred Network PPO plans:
This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to sugical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-1-DG2000 et al.

This policy provides dental coverage only. This policy provides managed care dental benefits through a network of

This policy provides designed with the provided provides managed care dental benefits through a network of participating general dentists and specialty care dentists. Except for limited emergency services, benefits will be provided for services provided by the primary care dentist selected by the member. The member must pay the primary care dentist as patient charge/copayment for most covered services. No benefits will be paid for treatment by a specialist unless the patient is referred by his or her primary care dentist and the referral is approved under the policy. Only those services listed in the policy's schedule of benefits are covered. Certain services are subject to frequency or other periodic limitations. Where orthodontic benefits are specifically included, the policy provides for one course of comprehensive treatment per member. Unless specifically included, the Managed Dental Care policy does not provide orthodontic benefits if comprehensive

orthodontic treatment or retention is in progress as of the member's effective date under the Managed Dental Care policy. The services, exclusions and ilmitations listed above do not constitute a contract and are a summany only. The applicable Managed Dental Care documents are the final arbiter of coverage. See your Certificate for complete specifics of all Exclusions and Limitations. All products, unless otherwise noted, are underwritten by The Guardian Life. Insurance Company of America ("Guardian") or one of the following wholly-owned Guardian subsidiaries: Managed Dental Care (CA); First Commonwealth Insurance Company (IL); First Commonwealth Limited Health Services Corporation (My); First Commonwealth of Missouri, Inc. (MO) and Managed DentalGuard, Inc. (NL). OH and TX). Any reference to a specific product type, including but not limited to "DHMO" or "Prepaid" is not intended to refer to a specific state license designation, but rather is merely intended to refer to a general product design. Such DHMO, or prepaid products, are licensed in the applicable jurisdiction, In addition, certain products are underwritten by Dominion Dental Services, Inc. (DC, DE, MD, PA and VA) and LIBERTY Dental Plan of Nevada, Inc. (NV). Please see the applicable policy forms for details. In the event of conflict between this brochure and the policy forms, the policy forms, the

policy forms shall control.

For PPO and or Indemnity Special Limitation: Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG2000

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MANAGED DENTALGUARD - TEXAS

FINE PRINT

(For MDG Plans (U10, U11, U20, U21, U30, U31, U40, U41, U50, U51, U60, and U61)

This is only a summary of benefits and the enrollee must refer to his/her Evidence of Coverage for complete terms and conditions of coverage.

Managed DentalGuard (MDG) combines broad dental coverage with a number of cost-saving dental features for you and your family. Many procedures are covered at no cost to you. There are no claim forms to complete, no deductibles and no yearly premiums.

Emergency Dental Services

The MDG network provides for Emergency Dental Services 24 hours a day, 7 days a week, to all Members. A Member should contact his or her selected Primary Care Dentist (PCD), who will arrange such care.

A Member may require Emergency Dental Services when he or she is unable to obtain services from his or her PCD. The Member should contact his or her PCD for a referral to another Dentist or contact MDG for authorization to obtain services from another Dentist. If the Member is unable to obtain a referral or authorization for Emergency Dental Services, the Member may seek Emergency Dental Services from any Dentist. Then the Member must submit to MDG: (a) the bill incurred as a result of the emergency; (b) evidence of payment; and (c) a brief explanation of the emergency. This should be done within 60 days or as soon as reasonably possible. MDG will reimburse the Member for the cost of covered Emergency Dental Services, less the applicable Patient Charge(s).

When Emergency Dental Services are provided by a Dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by MDG, coverage is limited to the benefit for palliative treatment (code D9110) only.

"Emergency Dental Services" means only covered, bona fide emergency services which are reasonably necessary to relieve the sudden onset of severe pain, fever, swelling, serious bleeding or severe discomfort or to prevent the imminent loss of teeth. Services related to the initial emergency condition but not required specifically to relieve pain, discomfort, bleeding or swelling or to prevent imminent tooth loss, including services performed at the emergency visit and services performed at subsequent visits, are not considered emergency dental services.

General Guidelines for Alternative Procedures

There may be a number of accepted methods of treating a specific dental condition. When a Member selects an Alternative Procedure over the service recommended by the PCD, the Member must pay the difference between the PCD's usual charges for the recommended service and the Alternative Procedure. He or she will also have to pay the applicable Patient Charge for the recommended service.

When the Member selects a posterior composite restoration as an Alternative Procedure to a recommended amalgam restoration, the alternative procedure policy does not apply.

When the Member selects an extraction, the Alternative Procedure does not apply.

When the PCD recommends a crown, the Alternative Procedure policy does not apply, regardless of the type of crown placed. The type of crown includes, but is not limited to: (a) a full metal crown; (b) a porcelain fused to metal crown; or (c) a porcelain crown. The Member must pay the applicable Patient Charge for the crown actually placed.

The plan provides for the use of noble, high noble and base metals for inlays, onlays, crowns, and fixed bridges. When high noble metal is used, the Member will pay an additional amount for the actual cost of the high noble metal. In addition, the Member will pay the usual Patient Charge for the inlay, onlay, crown or fixed bridge. The total Patient Charges for the high noble metal may not exceed the actual lab bill for the service.

In all cases when there is more than one course of treatment available, a full disclosure of all the options must be given to the Member before treatment begins. The PCD should present the Member with the treatment plan in writing before treatment begins, to assure that there is no confusion over what he or she must pay.

General Guidelines for Alternative Treatment By The PCD

There may be a number of accepted methods for treating a specific dental condition. In all cases where there is more than one course of treatment available, a full disclosure of all the options must be given the Member before treatment begins. The PCD should present the Member with a written treatment plan, including treatment costs, before treatment begins, to minimize the potential for confusion over what the Member should pay, and to fully document informed consent.

If any of the recommended alternate services are selected by the Member and not covered under the Plan, then the Member must pay the PCD's usual charge for the recommended alternate service.

If any treatment is specifically not recommended by the PCD (i.e., the PCD determines it is not an appropriate service for the condition being treated), then the PCD is not obliged to provide that treatment even if it is a covered service under the Plan.

Members can request and receive a second opinion by contacting Member Services in the event they have questions regarding the recommendations of the PCD or Specialty Care Dentist.

Crowns, Bridges and Dentures

A crown is a covered service when it is recommended by the PCD. The replacement of a crown is not covered within 5 years of the original placement under the Plan. The replacement of a partial or complete denture is covered only if the existing denture cannot be made satisfactory by reline, rebase or repair. Construction of new dentures may not exceed one each in any 5-year period from the date of previous placement under the Plan. Immediate dentures are not subject to the 5-year limitation.

The benefit for complete dentures includes all usual post-delivery care including adjustments for 6 months after insertion. The benefit for immediate dentures: (a) includes limited follow-up care only for 6 months; and (b) does not include required future permanent rebasing or relining procedures or a complete new denture.

Porcelain crowns and/or porcelain fused to metal crowns are covered on anterior, bicuspid and molar teeth when recommended by the PCD.

Multiple Crown/Bridge Unit Treatment Fee

When a Member's treatment plan includes 6 or more covered units of crown and/or bridge to restore teeth or replace missing teeth, the Member will be responsible for the Patient Charge for each unit of crown or bridge, plus an additional charge per unit as shown in the Covered Dental Services and Patient Charge section.

Pediatric Specialty Services

If during a PCD visit, a Member under age 8 is unmanageable, the PCD may refer the Member to a Participating Pediatric Specialty Care Dentist for the current treatment plan only. Following completion of the approved pediatric treatment plan, the Member must return to the PCD for further services. If necessary, we must first authorize subsequent referral to the Participating Specialty Care Dentist. Any services performed by the Pediatric Specialty Care Dentist after the Member's 8th birthday will not be covered, and the Member will be responsible for the Pediatric Specialty Care Dentist's usual fee.

Second Opinion Consultation

A Member may wish to consult another Dentist for a second opinion regarding services recommended or performed by: (a) his or her PCD; or (b) a Participating Specialty Care Dentist through an authorized referral. To have a second opinion consultation covered by MDG, the Member must call or write Member Services for prior authorization. We only cover a second opinion consultation when the recommended services are otherwise covered under the plan.

A Member Services Representative will help the Member identify a Participating Dentist to perform the second opinion consultation. The Member may request a second opinion with a Non-Participating General Dentist or Specialty Care Dentist. The Member Services Representative will arrange for any available records or radiographs and the necessary second opinion form to be sent to the consulting Dentist. The second opinion consultation shall have the applicable Patient Charge for code D9310.

Third opinions are not covered unless requested by MDG. If a third opinion is requested by the Member, the Member is responsible for the payment. Exceptions will be considered on an individual basis, and must be approved in writing by MDG.

The Plan's benefit for a second opinion consultation is limited to \$50.00. If a Participating Dentist is the consultant Dentist, the Member is responsible for the applicable Patient Charge for code D9310. If a Non-Participating Dentist is the consultant Dentist, the Member must pay the applicable Patient Charge for code D9310 and any portion of the dentist's fee over \$50.00.

Noble and High Noble Metals

The Plan provides for the use of noble metals for inlays, onlays, crowns, and fixed bridges. When high noble metal (including "gold") is used, the Member will be responsible for the Patient Charge for the inlay, onlay, crown, or fixed bridge, plus an additional charge equal to the actual laboratory cost of the high noble metal.

General Anesthesia / IV Sedation

General Anesthesia / IV sedation – General anesthesia or IV sedation is limited to services provided by a Participating Oral Surgery Specialty Care Dentist. Not all Participating Oral Surgery Specialty Care Dentists offer these services. The Member is responsible to identify and receive services from a Participating Oral Surgery Specialty Care Dentist willing to provide general anesthesia or IV sedation. The Member's Patient Charge shown in the Covered Dental Services Patient Charge section.

Office Visit Charges

Office visit Patient Charges that are the Member's responsibility after the Employer's group has been in effect for three full years, will be paid to the PCD by Us.

Orthodontic Treatment

The Plan covers orthodontic services as listed under Covered Dental Services and Patient Charges section. Coverage is limited to one course of treatment per Member. We must preauthorize treatment, and treatment must be performed by a Participating Orthodontic Specialty Care Dentist.

The Plan covers up to 24 months of comprehensive orthodontic treatment. If treatment beyond 24 months is necessary, the Member will be responsible for each additional month of treatment, based upon the Participating Orthodontic Specialty Care Dentist's contracted fee.

Except as described under the Treatment in Progress – Orthodontic Treatment and Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontic Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment. The Member is responsible for all payments to the Participating Orthodontic Specialty Care Dentist for services after the termination date. Retention services are covered at the Patient Charge shown in the Plan Schedule's section only following a course of comprehensive orthodontic treatment started and completed under this Plan.

If a Member transfers to another Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member will be responsible for any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

The benefit for the treatment plan and records includes initial records and any interim and final records. The benefit for comprehensive orthodontic treatment covers the fixed banding appliances and related visits only. Additional fixed or removable appliances will be the Member's responsibility. The benefit for orthodontic retention is limited to 12 months and covers any and all necessary fixed and removable appliances and related visits. Retention services are covered only following a course of comprehensive orthodontic treatment covered under the Plan. Limited orthodontic treatment and interceptive (Phase I) treatment are not covered.

The Plan does not cover any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets. Any additional costs for the use of optional materials will be the Member's responsibility.

If a Member has orthodontic treatment associated with orthognathic surgery (a non-covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member will be responsible for additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialist Dentist's usual fee.

Treatment in Progress

A Member may choose to have a Participating Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges section; and (2) was started but not completed prior to the Member's eligibility to receive benefits under this Plan. The Member is

responsible to identify, and transfer to, a Participating Dentist willing to complete the procedure at the Patient Charge described in this section.

Restorative Treatment: Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient. Inlays, onlays, crowns, fixed bridges, or dentures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan, have a Patient Charge equal to 85% of the Participating General Dentist's usual fee. (There is no additional charge for high noble metal.)

Endodontic Treatment: Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed. Endodontic procedures which are shown in the Covered Dental Services and Patient Charges section that were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating General or Specialty Care Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of Participating Dentist's usual fee.

Orthodontic Treatment: Comprehensive orthodontic treatment is started when the teeth are banded. Comprehensive orthodontic treatment procedures which are listed on the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment, including retention, at the Patient Charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Orthodontic Takeover Treatment-in-Progress section.

Treatment-In-Progress – Takeover Benefit for Orthodontic Treatment

The Treatment-In-Progress – Takeover Benefit for Orthodontic Treatment provides a Member who qualifies, as explained below, a benefit to continue comprehensive orthodontic treatment that was started under another dental HMO plan with the current treating orthodontist, after this Plan becomes effective.

A Member may be eligible for the Treatment-In-Progress – Takeover Benefit for Orthodontic Treatment only if:

- The Member was covered by another dental HMO plan just prior to the effective date of This Plan and had started comprehensive orthodontic treatment (D8070, D8080, or D8090) with a participating network orthodontist under the prior dental HMO plan;
- The Member has such orthodontic treatment in progress at the time This Plan becomes effective;
- The Member continues such orthodontic treatment with the treating orthodontist;
- The Member's payment responsibility for the comprehensive orthodontic treatment in progress has increased because the treating orthodontist raised fees due to the termination of the prior dental HMO plan; and
- A Treatment in Progress Takeover Benefit for Orthodontic Treatment Form, completed by the treating orthodontist, is submitted to us within 6 months of the effective date of This Plan.

The benefit amount will be calculated based on: (i) the number of remaining months of comprehensive orthodontic treatment; and (ii) the amount by which the Member's payment responsibility has increased as a result of the treating orthodontist's raised fees, up to a maximum benefit of \$500 per Member.

The Member will be responsible to have the treating Orthodontist complete a Treatment in Progress – Takeover Benefit for Orthodontic Treatment Form and submit it to us. The Member has 6 months from the effective date of This Plan to have the Form submitted to us in order to be eligible for the Treatment in Progress – Takeover Benefit for Orthodontic Treatment. We will determine the Member's additional payment responsibility and prorate the months of comprehensive orthodontic treatment that remain. The Member will be paid quarterly until the benefit has been paid or until the Member completes treatment, whichever comes first. The benefit will cease if the Member's coverage under This Plan is terminated.

This benefit is only available to Members that were covered under the prior dental HMO dental plan and are in comprehensive orthodontic treatment with a participating network orthodontist when This Plan becomes effective with us. It will not apply if the comprehensive orthodontic treatment was started when the Member was covered under a PPO or Indemnity plan; or where no prior coverage existed; or if the Member transfers to another orthodontist. This benefit applies to Members of new Plans only. It does not apply to Members of existing Plans. And it does not apply to persons who become newly eligible under the Group after the effective date of This Plan.

The benefit is only available to Members in comprehensive orthodontic treatment (D8070, D8080, or D8090). It does not apply to any other orthodontic services. Additionally, we will only cover up to a total 24 months of comprehensive orthodontic treatment.

Limitations On Benefits For Specific Covered Services

NOTE: Time limitations for a service are determined from the date that service was last rendered under this plan. The codes below in parentheses refer to the CDT Codes as shown in the Covered Dental Services and Patient Charges section.

We don't pay benefits in excess of any of the following limitations:

- 1. Routine cleaning (prophylaxis) or periodontal maintenance procedures, which are not medically necessary a total of 4 services in any 12-month period. One of the covered periodontal maintenance procedures may be performed by a Participating Periodontal Specialty Care Dentist if done within 3 to 6 months following completion of approved, active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a Participating Periodontal Specialty Care Dentist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
- 2. Adjunctive pre-diagnostic tests that aid in detection of mucosal abnormalities including pre-malignant and malignant lesions, not to include cytology or biopsy procedures (D0431) limited to once in a 2-year period (or any 12-month period, if the Plan has been in effect for less than one year) on or after the 40th birthday.
- 3. Full mouth x-rays 1 set in any 3-year period (or any 2-year period if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year, unless diagnostically necessary.
- 4. Bitewing x-rays 2 sets in any 12-month period.
- 5. Panoramic x-rays 1 film in any 3-year period, (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year), unless diagnostically necessary.
- 6. Sealants Up to the 16th birthday, 1 per tooth in any 3-year period, (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year).
- 7. Gingival flap procedures (D4240, D4241) Once per quadrant or area in any 3-year period (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year).
- 8. Osseous surgery procedures (D4260, D4261) Once per quadrant or area in any 3-year period (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year.
- 9. Periodontal soft tissue graft procedures (D4270, D4271) or subepithelial connective tissue graft procedure (D4273) a total of 1 service per area in any 3-year period (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year).
- 10. Periodontal scaling and root planing (D4341, D4342) 1 service per quadrant or area in any 12-month period.
- 11. Emergency dental services when more than 50 miles from the PCD's office limited to a \$50.00 reimbursement per incident.
- 12. Emergency dental services when provided by a dentist other than the member's assigned PCD and without referral by the PCD or authorization by MDG limited to the benefit for palliative treatment (code D9110) only.
- 13. Reline of a complete or partial denture 1 per denture in any 12-month period.
- 14. Rebase of a complete or partial denture 1 per denture in any 12-month period.
- 15. Second Opinion Consultation when approved by us, a second opinion consultation will be reimbursed up to \$50.00
 per treatment plan.

• Exclusions

- Any condition for which benefits of any nature are recovered whether by adjudication or settlement, under any Worker's Compensation or Occupational Disease Law.
- Dental services performed in a hospital, surgical center, or related hospital fees.
- Any histopathological examination or other laboratory charges.
- Removal of tumors, cysts, neoplasms or foreign bodies that are not of tooth origin.
- Any oral surgery requiring the setting of a fracture or dislocation.

- Placement of osseous (bone) grafts.
- Dispensing of drugs not normally supplied in a dental office for treatment of dental diseases.
- Any treatment or appliances requested, recommended or performed: (a) which in the opinion of the participating dentist is not necessary for maintaining or improving the Member's dental health; or (b) which is solely for cosmetic purposes.
- Precision attachments, stress breakers, magnetic retention or overdenture attachments.
- The use of: (a) intramuscular sedation, (b) oral sedation, or (c) inhalation sedation, including but not limited to nitrous oxide.
- Any procedure or treatment method: (a) which does not meet professionally recognized standards of dental practice; or (b) which is considered to be experimental in nature.
- Replacement of lost, missing, or stolen appliances or prosthesis or the fabrication of a spare appliance or prosthesis.
- Replacement or repair of prosthetic appliances damaged due to the neglect of the Member.
- Any Member request for: (a) specialist services or treatment which can be routinely provided by the PCD; or (b) treatment
 by a specialist without a referral from the PCD and approval from us. This exclusion will not apply to Emergency Dental
 Services.
- Treatment provided by any public program, or paid for or sponsored by any government body, unless we are legally required to provide benefits.
- Any restoration, service, appliance or prosthetic device used solely: (a) to alter vertical dimension; (b) to replace tooth structure lost due to attrition or abrasion; (c) to splint or stabilize teeth for periodontal reasons; or (d) except as described in the Orthodontic Treatment section, to realign teeth.
- Any service, appliance, device or modality intended to treat disturbances of the temporomandibular joint (TMJ).
- Dental services, other than covered Emergency Dental Services, which were performed by any dentist other than the Member's assigned PCD, unless we had provided written authorization.
- Cephalometric x-rays except when performed as part of the orthodontic treatment plan and records for a covered course of comprehensive orthodontic treatment.
- Treatment which requires the services of a Prosthodontist.
- Treatment which requires the services of a Pediatric Specialty Care Dentist, after the Member's 8th [eighth] birthday.
- Consultations for non-covered services.
- Any service, treatment or procedure not specifically listed in the Covered Dental Services and Patient Charges section.
- Any service or procedure: (a) associated with the placement, prosthodontic restoration or maintenance of a dental
 implant; and (b) any incremental charges to other covered services as a result of the presence of a dental implant.
- Inlays, onlays, crowns or fixed bridges or dentures started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress-Restorative Treatment. (Inlays, onlays crowns or fixed bridges are considered to be: (a) started when the tooth or teeth are prepared; and (b) completed when the final restoration is permanently cemented. Dentures are considered to be: (a) started when the impressions are taken; and (b) completed when the denture is delivered to the Member.)
- Root canal treatment started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress Endodontic Treatment. (Root canal treatment is considered to be: (a) started when the pulp chamber is opened; and (b) completed when the permanent root canal filling material is placed.)
- Orthodontic treatment started prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress Orthodontic Treatment and Treatment in Progress Takeover Benefit for Orthodontic Treatment. (Orthodontic treatment is considered to be started when the teeth are banded.)
- Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist. (Inlays, onlays, crowns and fixed bridges are considered to be started when the tooth or teeth are prepared. Dentures are considered to be started when the impressions are taken.) This exclusion will not apply to services that are started and which were covered, under the Plan as Emergency Dental Services.

- Root canal treatment started by a Non-Participating Dentist. Root canal treatment is considered to be started when the pulp chamber is opened). This exclusion will not apply to services that were started and which were covered, under the Plan as Emergency Dental Services.
- Orthodontic treatment started by a Non-Participating Dentist while the Member is covered under this Plan. (Orthodontic treatment is considered to be started when the teeth are banded.)
- Extractions performed solely to facilitate orthodontic treatment.
- Extractions of impacted teeth with no radiographic evidence of pathology. The removal of impacted teeth is not covered if performed for prophylactic reasons.
- Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.
- Clinical crown lengthening (D4249) performed in the presence of periodontal disease on the same tooth.
- Procedures performed to facilitate non-covered services, including but not limited to: (a) root canal therapy to facilitate
 overdentures, hemisection or root amputation, and (b) osseous surgery to facilitate either guided tissue regeneration or an
 osseous graft.
- Procedures, appliances or devices: (a) guide minor tooth movement or (b) to correct or control harmful habits.
- Any endodontic, periodontal, crown or bridge abutment procedure or appliance requested, recommended or performed for a tooth or teeth with a guarded, questionable or poor prognosis.
- Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.
- Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.

Specialty Care Referral Process

Your Primary Care Dentist is responsible for performing or coordinating all of your dental services. If you need services that your Primary Care Dentist is unable to perform, he or she will, with approval from MDG, refer you to a Participating Specialty Care Dentist for the service(s) you need.

The MDG network includes dentists specializing in oral surgery, periodontics, endodontics, orthodontics, and pediatric dentistry, located in your service area. If there is no Participating Specialty Care Dentist in your service area, the Member Services Department will refer you to a Non-Participating Specialty Care Dentist of MDG's choice. MDG will not cover dental care provided to you by a Specialty Care Dentist not pre-authorized by MDG to provide that care.

Any authorized specialty care services are subject to all of the same terms, conditions, limitations and exclusions that apply to services performed by your Primary Care Dentist, and you must pay the applicable Patient Charges. Remember: you must get specialty care services referred by your Primary Care Dentist and authorized by MDG. If you do not have an authorized referral, you will be responsible for all of the costs associated with your care.

The only exception to this rule is for Emergency Dental Services, which are covered as described above.

Continuity of Care

If your Primary Care Dentist terminates his or her participation in the network, MDG will notify you of the termination in writing, as soon as possible. You will have the opportunity to choose another Participating Dentist. If you have a dental service in progress at the time of your original Dentist's termination we will either arrange for completion of the services by your original Dentist or make arrangements for another Participating Dentist to complete the service. If you have "special circumstances" as defined in the Texas Insurance Code, you may be eligible for up to 90 days of continuing treatment from your Participating Dentist after his or her termination.

Complaint And Appeals Process

Complaint Overview: Members are entitled to have any complaint reviewed by MDG and be provided with a resolution in a timely manner. MDG reviews each complaint in an objective, nonbiased manner and considers reaching a timely resolution a top priority.

The Member or Dentist may contact the Member Services Department to review a concern or file a complaint. The Quality of Care Liaison (QCL) may be contacted to file a complaint involving an adverse determination (utilization review), to file an appeal of an adverse determination, or to request a review by an independent review organization (IRO).

"Complaint" means any dissatisfaction expressed by a Member, the Member's designated representative or the Member's Dentist, by telephone or in writing, regarding the Plan's operation, including, but not limited to plan administration; procedures related to a review or appeal of an adverse determination; denial of access to a referral; the denial, reduction, or termination of a service for reasons not related to medical necessity; the way a service was provided; and disenrollment

decisions. This term does not include: (a) a misunderstanding or a problem of misinformation that is resolved promptly by clearing up the misunderstanding or supplying the appropriate information to the satisfaction of the Member; or (b) a Dentist's or Member's oral or written expression of dissatisfaction or disagreement with an adverse determination.

"Adverse Determination" means a determination by Us or a utilization review agent that a proposed or delivered dental service, by specialty care referral, which would otherwise be covered under the Member's Plan, is or was not a medically necessary service and may result in non-coverage of the dental procedure.

"Medically necessary services", as related to covered services, means those services, requested by specialty care referral, which are: (1) adequate and essential for the evaluation, diagnosis and treatment of a dental condition or disease; and (2) consistent with nationally accepted standards of practice.

"Utilization review agent" means an entity that conducts utilization review for Us.

"Utilization review" means a system for prospective or concurrent review of the medical necessity and appropriateness of dental services being provided or proposed to be provided to a Member. The term does not include a review in response to an elective request for clarification of coverage.

Member Services and the QCL can be contacted by telephone at:

1-888-618-2016

Or by mail at:

P.O. Box 4391, Woodland Hills, CA 91367

The Plan hours are from 8:30 a.m. to 6:30 p.m. Central Time. A Member may leave a message when calling after business hours, weekends, or holidays. At the time the Member is notified of an Adverse Determination, the forms required to file an appeal for an Independent Review are included with the notification letter. The Member has a right to request an Independent Review anytime after the first appeal to MDG. If the Member wishes to contact the Texas Department of Insurance to discuss the Independent Review process, the telephone number is:

1-888-834-2476

Complaint Process: Members make their concerns known by calling the MDG Member Services Department, using the toll-free telephone number or directly contacting MDG in writing.

Member Service Representatives document each telephone call and work with the Member to resolve their oral Complaint. The Member will be sent, within 5 days from the date of receipt of the telephone call, an acknowledgement letter and a Complaint Form to complete if the Member desires additional review.

Upon receipt of a written Complaint or the Complaint Form, the QCL or QCL designee sends an acknowledgment letter to the Member within 5 business days. If a Complaint is made orally, an acknowledgment letter accompanied by a one-page complaint form that prominently and clearly states that the form must be returned to MDG for prompt resolution of the Complaint.

MDG will review and resolve the written Complaint within 30 calendar days after the date of receipt.

The QCL or QCL designee is responsible for obtaining the necessary documentation; building a case file; and researching remaining aspects of the Complaint and any additional information. MDG may arrange a second opinion, if appropriate. Upon receipt of complete documentation, a resolution is determined by the QCL or QCL designee. Any issue involving a matter of quality of care will be reviewed by the Dental Director or the Director's designee and, if needed, with the Vice President of Network Management, legal counsel, and/or the Complaint Committee and/or the Peer Review Committee.

The QCL or QCL designee is responsible for writing a resolution letter to the Member indicating the outcome of the review and the specialization of the dentists consulted, if applicable. Treatment plans and procedures; general dentist and/or specialty care dentist clinical findings and recommendations; plan guidelines; benefit information; and contractual reasons for the resolution will be described, as appropriate. A copy of the Plan's appeal process will be enclosed with each resolution letter in the event the Member elects to have his or her Complaint re-evaluated. In addition, the method by which a Member can contact the Texas Department of Insurance for additional assistance will be noted in the resolution letter.

Complaints regarding an Adverse Determination will be handled according to the established process outlined in the Appeal of Adverse Determination section (below).

The Texas Department of Insurance may review Complaint documentation during any Plan review.

MDG asserts it is prohibited from retaliating against a group Planholder or a Member because the group Planholder or Member has filed a Complaint against the Plan or appealed a decision of the Plan. The Plan is prohibited from retaliating against a dentist or network provider because the Dentist or network provider has, on behalf of a Member, reasonably filed a Complaint against the Plan or appealed a decision of the Plan.

The Complaint Committee and the Peer Review Committee: Complaints may be referred to the Complaint Committee or the Peer Review Committee for review and resolution. The role of the Committees is to review complaints, on a case-by-case basis, when the nature of the complaint requires Committee participation and decision to reach resolution. Once the matter has been resolved, the Member will receive a written response explaining the resolution.

Complaint Committee and the Peer Review Committee: At the discretion of the Dental Director or the Director's designee and/or the QCL or QCL designee, Complaints may be referred to the Complaint Committee or the Peer Review Committee for review and resolution.

The role of the Committees is to review Complaints, on a case by case basis, when the nature of the Complaint requires Committee participation and decision to reach resolution.

Once the matter has been resolved, the QCL or QCL designee will respond to the Member and will indicate in the file and the Quality Management Program (QMP) database that the matter is closed.

The Complaint Committee and the Peer Review Committee will meet quarterly and as needed.

Minutes will be compiled for each Committee Meeting and will be maintained in the office of MDG. Minutes of the meetings will be forwarded to the Quality Improvement Committee and the Board of Directors.

Complaint Appeal Process: If the Member is not satisfied with the resolution, the Member may make a telephone or written request that an additional review be conducted by a "Complaint Appeal Committee." The telephone appeal request will be logged in the Member's file and the Member will be asked to send the request in writing. An acknowledgment letter will be forwarded to the Member within 5 business days from receipt of the written request.

This Committee will meet within 30 days of the date the written appeal is received. The Committee is composed of an equal number of:

Representative(s) from MDG:

Representative(s) selected from Participating General Dentists:

Representative(s) selected from Participating Specialty Care Dentists (if the Complaint concerns specialty care); and

Representative(s) selected from Plan Members who are not MDG employees.

Members of the Complaint Appeal Committee will not have been previously involved in the Complaint resolution.

A representative from the Complaint Appeal Committee panel will be selected by the panel to preside over the Committee.

Within 5 working days from the date of receipt of the written request for an appeal, the Member will be sent written notice acknowledging the date the appeal was received; and the date and location of the Committee meeting. The Member will also be advised that: he or she may appear in person (or through a representative if the Member is a minor or disabled) before the Committee or address a written appeal to the Committee. The Member may also bring any person to the Committee meeting (participation of said person is subject to the Complaint Appeal Committee's guidelines). The Member has the right to present written or oral information and alternative expert testimony, and to question the persons responsible for making the prior determination that resulted in the appeal.

The Committee will meet within the Member's county of residence or the county where the Member normally receives dental care or at another site is agreed to by the Member, or address a written appeal to the complaint appeal board.

MDG will complete the appeals process under this section within 30 calendar days after the date of the receipt of the request for appeal.

Not less than 5 working days prior to the Committee meeting unless the Complainant agrees otherwise, the Plan will submit to the Member any and all documentation to be presented to the Committee, and the specialization of any dentist consulted during the investigation.

The Member will receive a written notice of resolution within 30 days from the date of receipt of the written request for appeal. The resolution notice will include a written statement of the specific medical determination, clinical basis and the contractual criteria used to reach the final decision. The notice shall also prominently and clearly state the toll free telephone number and address of the Texas Department of Insurance.

MDG will pay for the expenses of the Complaint Appeal Committee representative(s) from MDG and representative(s) selected from Participating General Dentists and/or Participating Specialty Care Dentists and the expenses of representative(s) selected from Plan Members.

Following the decision of the Committee, the Member and MDG each have the right to use the legal system or arbitration for any claim involving the professional treatment performed by a Participating Dentist.

The Member may also contact the Texas Department of Insurance to file a Complaint. The Department's address and toll-free telephone number are:

P. O. Box 149104
Austin, TX 78714-9104
Telephone: 1-800-252-3439
Fax #: 1-512-475-1771
Web: httb://www.tdi/state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

Minutes will be compiled for each Committee Meeting and will be maintained in the office of MDG. Minutes of the meetings will be forwarded to the Quality Improvement Committee and the Board of Directors.

Emergency Complaints: Complaints involving an emergency will be concluded in accordance with the dental immediacy of the case not more than 24 hours from the receipt of the Complaint.

If the appeal of the emergency Complaint involves an Adverse Determination and involves a life-threatening condition, the Member or Member's designee and Dentist may request the immediate assignment of an IRO without filing an appeal. (See the Appeal of Adverse Determination section below.)

Documentation/Database: With MDG's QMP database, it will be possible to track a Member's concern from the initial call through the final resolution of the issue. All steps in the resolution process may be documented in the database. Information will be accessible on groups, Members, and Dentists. The database will be accessed for information for the Quality Improvement Committee, the Complaint Committee and the Credentialing Committee. The database will provide aging reports and the reasons that Complaints are not resolved within 30 days, if applicable.

"Reason Codes" will be used in the database for tracking purposes. Reason Codes categories are Access, Benefits and Coverage, Claims, and Quality of Care.

The objectives of the logging system in the database are:

- 1. Accurate tracking of status of Complaints;
- 2. Accountability of the different departments/personnel involved in the resolution process; and
- 3. Trending of the dental providers, Members and groups for appropriate follow-up.

Documentation/Files: Each written Complaint will be logged into the database by the QCL or QCL designee on the date it was received. The Member's data management system is documented that a Complaint has been received and is being reviewed by the QCL or QCL designee. A paper file is created and labeled with the Member's name and social security number. Any subsequent follow-up information is recorded in the file by the QCL or QCL designee. The file is to be kept in the Complaint File for 3 years. The file will include all correspondence regarding the issue, copies of records, radiographs and resolution. Only when a resolution is completed can the Complaint be closed and noted as closed in the Member's file and the database. Complaint files are available for regulatory review.

The Complaint Log will be reviewed quarterly by the Quality Improvement Committee.

Appeal of Adverse Determination: Adverse Determination means: a determination by Us or a utilization review agent that the health care services furnished or proposed to be furnished to a patient are not medically necessary or are not appropriate.

We shall permit any party whose appeal of an adverse determination is denied by Us to seek review of that determination by an independent review organization assigned to the appeal as follows;

- (1) We shall provide to the Member, the Member's designated representative or the Member's Dentist information on how to appeal the denial of an adverse determination to an independent review organization;
- (2) Such information must be provided by Us to the Member, the Member's designated representative or the Member's Dentist at the time of the denial of the appeal;
- (3) We shall provide to the Member, the Member's designated representative or the Member's Dentist the prescribed form;
- (4) The form must be completed by the Member, the Member's designated representative or the Member's Dentist and returned to Us to begin the independent review process;
- (5) In life threatening situations, the Member, the Member's designated representative or Member's Dentist may contact Us by telephone to request the review and provide the required information.

The appeal process does not prohibit the Member from pursuing other appropriate remedies, including injunctive relief, a declaratory judgment, or relief available under law, if the requirement of exhausting the process for appeal and review places the Member's health in serious jeopardy.

Non-Retaliation

MDG will not engage in retaliatory action against a Member because that Member has filed a complaint against MDG, or has appealed a decision of MDG. MDG will not engage in retaliatory action against a Participating Dentist because that Dentist has, on behalf of a Member, filed a complaint or appealed a decision of MDG.

Dentist Network and Service Area

You will find a copy of the MDG Directory of Participating Dental offices in your enrollment package. This directory shows the network coverage and lists the Participating General Dentists (Primary Care Dentists) in your area. You can select a primary care dentist convenient to your home or workplace. If you have any questions, call the MDG Member Services Department for information or assistance.

Information For Members With Special Needs

If you have a disability affecting your ability to communicate or read, and you would like to request copies of these enrollment materials or the information describing the complaint and appeal process, please contact the Managed DentalGuard ("MDG") Member Services Department. You may request versions of these enrollment materials in Braille, audiotape, large print (17-point), TDD access or through an interpreter.

If you have special needs, such as a disability or chronic condition, and you would like assistance in determining appropriate courses of care to assure that health care services are available and accessible to you, please contact the MDG Member Services Department or complete the form below and send it to:

MDG Member Services Department 21255 Burbank Boulevard, Suite 120 Woodland Hills, CA 91367 Telephone (888) 618-2016 Fax # (818) 596-5891

Managed DentalGuard, Inc. 14643 Dallas Parkway, Suite 100 Dallas, TX 75254

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Managed DentalGua Request for Materials	rd, Inc. s and/or Special Needs Assis	tance
Name:		
SSN#:		
Address:		
Daytime Telephone:		
Evening Telephone:		
Employer Name:		
Plan #:		
Materials Requested:		
Braille	Interpreter	Audiotape
TDD Access	Large Print (17-point)	
Special Needs Assist	ance requested for:	
Disability	Chronic Condition	
Other		
Please explain		

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Managed DentalGuard - Plan Schedule

CDT Codes ++	Covered Dental Services	Patient Charges
D0999	Office visit during regular hours, general dentist only *	\$5
	Evaluations	
D0120	Periodic oral examination – established patient	0
D0140	Limited oral evaluation – problem focused	0
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	0
D0150	Comprehensive oral evaluation – new or established patient	0
D0170	Re-evaluation – limited, problem focused (established patient, not post-operative visit)	0
D0180	Comprehensive periodontal evaluation – new or established patient	0
D0210	Radiographs/Diagnostic Imaging (Including Interpretation)	0
D0210 D0220	Intraoral – complete series (including bitewings) Intraoral – periapical first film	0
D0220	Intraoral – periapical instituin	0
D0230	Intraoral – occlusal film	0
D0240 D0270		
D0270 D0272	Bitewing – single film	0
D0272	Bitewings – two films	0
	Bitewings – three films	
D0274	Bitewings – four films	0
D0277	Vertical bitewings – 7 to 8 films	
D0330	Panoramic film	0
D0404	Tests and Examinations	
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures	50
D0460		0
	Pulp vitality tests	
D0470	Diagnostic casts	0
D1110	Dental Prophylaxis	0
D1110	Prophylaxis – adult, for the first two services in any 12-month period + #	0
D1120	Prophylaxis – child, for the first two services in any 12-month period + #	
D1999	Prophylaxis – adult or child, for each additional service in same 12-month period + #	60
D4000	Topical Fluoride Treatment (Office Procedure)	0
D1203	Topical application of fluoride (prophylaxis not included) – child, for the first two services in any 12-month period + =	0
D1204	Topical application of fluoride (prophylaxis not included) – adult, for the first two services in any 12-month period + =	
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients, for the first two services in any 12-month period + =	0
D2999	Topical fluoride (adult or child), each additional service in the same 12-month period + = Other Preventive Services	20
D1010		0
D1310	Nutritional counseling for control of dental disease	0
D1330	Oral hygiene instructions	0
D1351	Sealant – per tooth (molars) ^	0
D9999	Sealant – per tooth (non-molars) ^	35
D1510	Space Maintenance (Passive Appliances)	0
D1510	Space maintainer – fixed - unilateral	0
D1515	Space maintainer – fixed - bilateral	0
D1525	Space maintainer – removable - bilateral	0
D1550	Re-cementation of space maintainer	0
D1555	Removal of fixed space maintainer	0
DO1 10	Amalgam Restorations (Including Polishing)	
D2140	Amalgam – one surface, primary or permanent	0
D2150	Amalgam – two surfaces, primary or permanent	0
D2160	Amalgam – three surfaces, primary or permanent	0
D2161	Amalgam – four or more surfaces, primary or permanent	0
Dagge	Resin-Based Composite Restorations - Direct	0
D2330	Resin-based composite – one surface, anterior	0
D2331	Resin-based composite – two surfaces, anterior	0
D2332	Resin-based composite – three surfaces, anterior	0
D2335	Resin-based composite – four or more surfaces or involving incisal angle (anterior)	0 75
D2390	Resin-based composite crown, anterior	
D2391	Resin-based composite – one surface, posterior	0
D2392	Resin-based composite – two surfaces, posterior	0
D2393	Resin-based composite – three surfaces, posterior	0
D2394	Resin-based composite – four or more surfaces, posterior	0
DOE10	Inlay/Onlay Restorations ^^	265
D2510	Inlay – metallic – one surface **	265
D2520	Inlay – metallic – two surfaces **	320
D2530	Inlay – metallic – three or more surfaces **	350
D2542	Onlay – metallic – two surfaces **	350
D2543	Onlay – metallic – three surfaces **	360
D2544	Onlay – metallic – four or more surfaces **	370
D2610	Inlay – porcelain/ceramic – one surface	265
D2620	Inlay – porcelain/ceramic – two surfaces	320
D2630	Inlay – porcelain/ceramic – three or more surfaces	350
D2642	Onlay – porcelain/ceramic – two surfaces	350
D2643	Onlay – porcelain/ceramic – three surfaces	360
D2644	Onlay – porcelain/ceramic – four or more surfaces	370

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CDT Codes ++	Covered Dental Services	Patient Charges
	Crowns – Single Restorations Only ^^	
D2740	Crown – porcelain/ceramic substrate	\$395
D2750	Crown – porcelain fused to high noble metal **	375
D2751	Crown – porcelain fused to predominantly base metal	375
D2752	Crown – porcelain fused to noble metal	375
D2780	Crown - 3/4 cast high noble metal **	365
D2781	Crown – ¾ cast predominantly base metal	365
D2782	Crown – ¾ cast noble metal	365
D2783	Crown – ¾ porcelain/ceramic	365
D2790	Crown – full cast high noble metal **	375
D2791	Crown – full cast predominantly base metal	375
D2791	Crown – full cast noble metal	375
D2792 D2794	Crown – itanium	375
D2794		373
D0010	Other Restorative Services	
D2910	Recement inlay, onlay, or partial coverage restoration	0
D2915	Recement cast or prefabricated post and core	0
D2920	Recement crown	0
D2930	Prefabricated stainless steel crown – primary tooth	88
D2931	Prefabricated stainless steel crown – permanent tooth	88
D2932	Prefabricated resin crown	108
D2933	Prefabricated stainless steel crown with resin window	108
D2934	Prefabricated esthetic coated stainless steel crown – primary tooth	115
D2940	Sedative filling	0
D2950	Core buildup, including any pins	100
D2951	Pin retention – per tooth, in addition to restoration	18
D2952	Post and core in addition to crown, indirectly fabricated	155
D2953	Each additional indirectly fabricated post – same tooth	79
D2954	Prefabricated post and core in addition to crown	125
D2957	Each additional prefabricated post – same tooth	51
D2960	Labial veneer (resin laminate) – chairside	250
D2960 D2970		86
	Temporary crown (fractured tooth)	
D2971	Additional procedures to construct new crown under existing partial denture framework	125
50110	Pulp Capping	
D3110	Pulp cap – direct (excluding final restoration)	0
D3120	Pulp cap – indirect (excluding final restoration)	0
	Pulpotomy	
D3220	Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament	0
D3221	Pulpal debridement, primary and permanent teeth	0
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	0
D3230	Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)	0
D3240	Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)	0
	Endodontic Therapy (Including Treatment Plan, Clinical Procedures And Follow-up Care)	
D3310	Root canal, anterior (excluding final restoration)	120
D3320	Root canal, bicuspid (excluding final restoration)	145
D3330	Root canal, molar (excluding final restoration)	270
D3331	Treatment of root canal obstruction: non-surgical access	0
D3331		75
	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	
D3333	Internal root repair of perforation defects	116
D0040	Endodontic Retreatment	
D3346	Retreatment of previous root canal therapy – anterior	375
D3347	Retreatment of previous root canal therapy – bicuspid	425
D3348	Retreatment of previous root canal therapy – molar	525
	Apicoectomy/Periradicular Services	
D3410	Apicoectomy/periradicular surgery – anterior	240
D3421	Apicoectomy/periradicular surgery – bicuspid (first root)	270
D3425	Apicoectomy/periradicular surgery – molar (first root)	320
D3426	Apicoectomy/periradicular surgery (each additional root)	116
D3430	Retrograde filling – per root	72
D3950	Canal preparation and fitting of preformed dowel or post	20
	Surgical Services (Including Usual Postoperative Care)	
D4210	Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant	200
D4210 D4211	Gingivectomy or gingivoplasty – not to three contiguous teeth or bounded teeth spaces per quadrant	60
D4211	Gingival flap procedure, including root planing – four or more contiguous teeth or bounded teeth spaces per quadrant	240
D4240 D4241		144
	Gingival flap procedure, including root planing – one to three contiguous teeth or bounded teeth spaces per quadrant	
D4249	Clinical crown lengthening – hard tissue	280
D4260	Osseous surgery (including flap entry and closure) – four or more contiguous teeth or bounded teeth spaces per quadrant	380
D4261	Osseous surgery (including flap entry and closure) – one to three contiguous teeth or bounded teeth spaces per quadrant	230
D4268	Surgical revision procedure, per tooth	0
D4270	Pedicle soft tissue graft procedure	350
D4271	Free soft tissue graft procedure (including donor site surgery)	363
	Subepithelial connective tissue graft procedures, per tooth	399

Managed DentalGuard - Plan Schedule

CDT Codes ++	Covered Dental Services	Patient Charges
	Non-Surgical Periodontal Service	
D4341	Periodontal scaling and root planing – four or more teeth per quadrant	\$0
D4342	Periodontal scaling and root planing – one to three teeth per quadrant	0
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	0
	Other Periodontal Services	
D4910	Periodontal maintenance, for the first two services in any 12-month period + #	0
D4920	Unscheduled dressing change (by someone other than treating dentist)	0
D4999	Periodontal maintenance, each additional service in same 12-month period + #	60
	Complete Dentures (Including Routine Post-Delivery Care)	
D5110	Complete denture – maxillary	452
D5120	Complete denture – mandibular	452
D5130	Immediate denture – maxillary	492
D5140	Immediate denture – mandibular	492
DEGLI	Partial Dentures (Including Routine Post-Delivery Care)	201
D5211	Maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	381
D5212	Mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	443
D5213	Maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500
D5214	Mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500
D5225	Maxillary partial denture – flexible base (including any clasps, rests and teeth)	575
D5226	Mandibular partial denture – flexible base (including any clasps, rests and teeth)	575
DE 440	Adjustments to Dentures	
D5410	Adjust complete denture – maxillary	0
D5411	Adjust complete denture – mandibular	0
D5421	Adjust partial denture – maxillary	0
D5422	Adjust partial denture – mandibular	0
	Repairs To Complete Dentures	
D5510	Repair broken complete denture base	40
D5520	Replace missing or broken teeth – complete denture (each tooth)	36
	Repairs To Partial Dentures	
D5610	Repair resin denture base	44
D5620	Repair cast framework	80
D5630	Repair or replace broken clasp	56
D5640	Replace broken teeth – per tooth	36
D5650	Add tooth to existing partial denture	52
D5660	Add clasp to existing partial denture	64
D5670	Replace all teeth and acrylic on cast metal framework (maxillary)	196
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	196
DETIO	Denture Rebase Procedures	1.00
D5710	Rebase complete maxillary denture	160
D5711	Rebase complete mandibular denture	160
D5720	Rebase maxillary partial denture	160
D5721	Rebase mandibular partial denture	160
DE700	Denture Reline Procedures	00
D5730	Reline complete maxillary denture (chairside)	88
D5731	Reline complete mandibular denture (chairside)	88
D5740	Reline maxillary partial denture (chairside)	88
D5741	Reline mandibular partial denture (chairside)	88
D5750	Reline complete maxillary denture (laboratory)	120
D5751	Reline complete mandibular denture (laboratory)	120
D5760	Reline maxillary partial denture (laboratory)	120
D5761	Reline mandibular partial denture (laboratory)	120
DECOO	Interim Prosthesis	125
D5820	Interim partial denture (maxillary)	175
D5821	Interim partial denture (mandibular)	175
DEOEO	Other Removable Prosthetic Services	2.5
D5850	Tissue conditioning, maxillary	36
D5851	Tissue conditioning, mandibular	36
D0010	Fixed Partial Denture Pontics ^^	250
D6210	Pontic – cast high noble metal ** Pontic – cast producing the base metal.	350
D6211	Pontic – cast predominantly base metal	350
D6212	Pontic – cast noble metal	350
D6214	Pontic – titanium Pontic – parcelain fused to high poble metal **	350
D6240	Pontic – porcelain fused to high noble metal ** Pontic – porcelain fused to producing the base metal	350
D6241	Pontic – porcelain fused to predominantly base metal	350
D6242	Pontic – porcelain fused to noble metal	350
D6245	Pontic – porcelain/ceramic	360
Decoe	Fixed Partial Denture Retainers – Inlays/Onlays ^^	220
D6600	Inlay – porcelain/ceramic – two surfaces	320
D6601	Inlay – porcelain/ceramic – three or more surfaces	350
D6602	Inlay – cast high noble metal, two surfaces **	320
D6603	Inlay – cast high noble metal, three or more surfaces **	350
D6604	Inlay – cast predominantly base metal, two surfaces	320

Managed DentalGuard - Plan Schedule

CDT Codes ++	Covered Dental Services	Patient Charges
	Fixed Partial Denture Retainers – Inlays/Onlays ^^ (continued)	
D6605	Inlay – cast predominantly base metal, three or more surfaces	\$350
D6606 D6607	Inlay – cast noble metal, two surfaces Inlay – cast noble metal, three or more surfaces	320
D6607	Onlay – porcelain/ceramic, two surfaces	350 350
D6609	Onlay – porcelain/ceramic, two surfaces Onlay – porcelain/ceramic, three or more surfaces	360
D6610	Onlay – cast high noble metal, two surfaces **	350
D6611	Onlay - cast high noble metal, three or more surfaces **	360
D6612	Onlay – cast predominantly base metal, two surfaces	350
D6613	Onlay – cast predominantly base metal, three or more surfaces	360
D6614	Onlay – cast noble metal, two surfaces	350
D6615	Onlay – cast noble metal, three or more surfaces	360
D6624	Inlay – titanium	320
D6634	Onlay – titanium	350
D0740	Fixed Partial Denture Retainers – Crowns ^^	205
D6740	Crown – porcelain/ceramic	395
D6750 D6751	Crown – porcelain fused to high noble metal **	375 375
D6751	Crown – porcelain fused to predominantly base metal Crown – porcelain fused to noble metal	375
D6780	Crown – ¾ cast high noble metal **	365
D6781	Crown – ¾ cast predominantly base metal	365
D6782	Crown – ¾ cast noble metal	365
D6783	Crown – ¾ porcelain/ceramic	365
D6790	Crown – full cast high noble metal **	375
D6791	Crown – full cast predominantly base metal	375
D6792	Crown – full cast noble metal	375
D6794	Crown – titanium	375
	Other Fixed Partial Denture Services	
D6930	Recement fixed partial denture	36
D6970	Post and core in addition to fixed partial denture retainer, indirectly fabricated	155
D6972	Prefabricated post and core in addition to fixed partial denture retainer	125
D6973	Core build up for retainer, including any pins	100
D6976	Each additional cast post – same tooth	79
D6977 D6999	Each additional prefabricated post – same tooth	51 125
Dosas	Multiple crown and bridge unit treatment plan – per unit, six or more units per treatment plan ^^ Extractions	123
D7111	Extraction, coronal remnants – deciduous tooth	0
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	0
	Surgical Extractions (Includes Local Anesthesia, Suturing, If Needed, And Routine Postoperative Care)	
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	30
D7220	Removal of impacted tooth – soft tissue	114
D7230	Removal of impacted tooth – partially bony	140
D7240	Removal of impacted tooth – completely bony	160
D7241	Removal of impacted tooth – completely bony, with unusual surgical complications	200
D7250	Surgical removal of residual tooth roots (cutting procedure)	35
D7261	Primary closure of a sinus perforation	250
	Other Surgical Procedures	
D7280	Surgical access of an unerupted tooth	250
D7283	Placement of device to facilitate eruption of impacted tooth	50
D7285 D7286	Biopsy of oral tissue – hard (bone, tooth) Biopsy of oral tissue – soft	60 50
D7288	Brush biopsy – transepithelial sample collection	50 65
D1200	Alveoloplasty – Surgical Preparation Of Ridge For Dentures	05
D7310	Alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	125
D7311	Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	65
D7320	Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	150
D7321	Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	105
	Surgical Excision Of Intra-Osseous Lesions	
D7450	Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm	180
D7451	Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	289
	Excision Of Bone Tissue	
D7471	Removal of lateral exostosis (maxilla or mandible)	204
D7472	Removal of torus palatinus	283
D7473	Removal of torus mandibularis	283
D7546	Surgical Incision	
D7510	Incision and drainage of abscess – intraoral soft tissue	25
D7511	Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)	30
D7960	Other Repair Procedures	122
	Frenulectomy (frenectomy or frenotomy) – separate procedure	133

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CDT Codes ++	Covered Dental Services	Patient Charges
	Unclassified Treatment	
D9110	Palliative (emergency) treatment of dental pain – minor procedure	\$0
D9120	Fixed partial denture sectioning	15
D9215	Local anesthesia	0
D9220	Deep sedation/general anesthesia – first 30 minutes +++	195
D9221	Deep sedation/general anesthesia – each additional 15 minutes +++	75
D9241	Intravenous conscious sedation/analgesia – first 30 minutes +++	195
D9242	Intravenous conscious sedation/analgesia – each additional 15 minutes +++	75
	Professional Consultation	
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	0
	Professional Visits	
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	0
D9440	Office visit – after regularly scheduled hours	50
D9450	Case presentation, detailed and extensive treatment planning	0
	Miscellaneous Services	
D9951	Occlusal adjustment – limited	10
D9971	Odontoplasty – one to two teeth	10
D9972	External bleaching – per arch	165
	Broken appointment	25

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- + The Patient Charges for codes D1110, D1120, D1203, D1204, D1206 and D4910 are limited to the first two services in any 12-month period. For each additional service in the same 12-month period, see codes D1999, D2999 and D4999 for the applicable Patient Charge.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan booklet and the Manual (including the Quality Management retrospective review). Other codes may be used to describe Covered Services.
- * The Member will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is an "M". The Plan will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is a "G". The ID Card and Eligibility Report will indicate if the Office Visit Fee is \$5 or \$10.
- # Routine prophylaxis or periodontal maintenance procedure a total of four services in any 12-month period. One of the covered periodontal maintenance procedures may be performed by a participating periodontal Specialist if done within three to six months following completion of approved, active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a participating periodontal Specialist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
- = Fluoride Treatment a total of four services in any 12-month period.
- Sealants are limited to permanent teeth up to the 16th birthday.
- ** If high noble metal is used, there will be an additional Patient Charge for the actual cost of the high noble metal.
- ^^ The Patient Charge for these services is per unit.
- +++ Procedure codes D9220, D9221, D9241 and D9242 are limited to a participating oral surgery Specialist. Additionally, these services are only covered in conjunction with other covered surgical services.

Underwritten by: (IL) - First Commonwealth Insurance Company, (MO) - First Commonwealth of Missouri, (IN) - First Commonwealth Limited Health Services Corporation, (MI) - First Commonwealth Inc., (CA) - Managed Dental Care, (TX) - Managed DentalGuard, Inc. (DHMO), (NJ) - Managed DentalGuard, Inc., (FL, NY) - The Guardian Life Insurance Company of America. All First Commonwealth, Managed DentalGuard, Inc., and Managed Dental Care entities referenced are wholly-owned subsidiaries of The Guardian Life Insurance Company of America. Limitations and exclusions apply. Plan documents are the final arbiter of coverage.

The Guardian Life Insurance Company of America, New York, NY

2008-6567

Managed Dental Guard Orthodontic Benefits

Managed DentalGuard Orthodontic Plan Schedule - Option V

CDT Codes	Covered Services and Patient Charges	Patient Charges	Orthodontics In Progress
	Orthodontics		
D8070	Comprehensive orthodontic treatment of the transitional dentition **	Child: \$2500 Adult: 2800	
D8080	Comprehensive orthodontic treatment of the adolescent dentition **		***
D8090	Comprehensive orthodontic treatment of the adult dentition **		
D8660	Pre-orthodontic treatment visit (includes treatment plan, records, evaluation and consultation)	250	***
D8670	Periodic orthodontic treatment visit	0	***
D8680	Orthodontic retention	400	***
	Broken appointment	25	***

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- * Child orthodontics is limited to dependent children under age 19; adult orthodontics is limited to dependent children age 19 and above and employee or spouse. A Member's age is determined on the date of banding.
- Treatment in progress: Orthodontic Treatment Comprehensive orthodontic treatment is started when the teeth are banded. Orthodontic treatment procedures which are listed on the Plan Schedule and were started but not completed prior to the Member's eligibility to receive benefits under this plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment at a patient charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. In this situation retention services would also be at 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. When comprehensive orthodontic treatment is started prior to the Member's eligibility to receive benefits under this plan, the Patient Charge for orthodontic retention is equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Orthodontic Takeover Treatment-in-Progress section.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan Booklet and the Manual.

The Plan Covers:

- Orthodontic services as listed under Covered Dental Services and Patient Charges, limited to one (1) course of treatment per Member. We must preauthorize treatment, and it must be performed by a Participating Orthodontic Specialist Dentist.
- Up to twenty-four (24) months of comprehensive orthodontic treatment.
- Treatment plan and records, including initial records and any interim and final records.
- Comprehensive orthodontic treatment, including the fixed banding appliances and related visits only.
- Retention services following a course of comprehensive orthodontic treatment that was covered under this Plan.
- Orthodontic retention, including any and all necessary fixed and removable appliances and related visits.
- If a Member has orthodontic treatment associated with orthognathic surgery (a non-covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member will be responsible for additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialist Dentist's usual fee.

This Plan Does Not Cover:

- Any procedure listed as an exclusion, in excess of Plan limitations, or as not covered under MDG.
- Orthodontic treatment performed by any dentist other than a Participating Orthodontic Specialist Dentist.
- Limited orthodontic treatment and interceptive (Phase I) treatment.
- Treatment beyond twenty-four (24) months. (The Member will be responsible for an additional charge for each additional month of treatment, based upon the Participating Orthodontic Specialist Dentist's contracted fee.)
- Except as described under treatment in progress orthodontic treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontist Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment.
- Orthodontic services after a Member's coverage terminates.
- Any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets.
- Procedures, appliances or devices to (a) guide minor tooth movement or (b) to correct or control harmful habits.
- Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.
- Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.
- Extractions performed solely to facilitate orthodontic treatment.
- Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.
- If a Member transfers to another Participating Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member will be responsible for any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

Managed DentalGuard is underwritten by Managed Dental Care in CA; First Commonwealth in IL, MO, MI and IN; Guardian in FL and NY, and Managed DentalGuard, Inc. in NJ and TX. Managed Dental Care, First Commonwealth and Managed DentalGuard, Inc. are wholly owned subsidiaries of The Guardian Life Insurance Company of America.

Plan U30M5

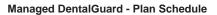


CDT Codes ++	Covered Dental Services	Patient Charges
D0999	Office visit during regular hours, general dentist only *	\$5
	Evaluations	
D0120	Periodic oral examination – established patient	0
D0140	Limited oral evaluation – problem focused	0
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	0
D0150	Comprehensive oral evaluation – new or established patient Re-evaluation – limited, problem focused (established patient, not post-operative visit)	0
D0170	Re-evaluation – limited, problem focused (established patient, not post-operative visit)	0
D0180	Comprehensive periodontal evaluation – new or established patient Radiographs/Diagnostic Imaging (Including Interpretation)	0
	Radiographs/Diagnostic Imaging (Including Interpretation)	
D0210 D0220	Intraoral – complete series (including bitewings)	0
D0220 D0230	Intraoral – periapical first film	0
	Intraoral – periapical each additional film	0
D0240	Intraoral – occlusal film	0
D0270 D0272	Bitewing – single film	0
D0272	Bitewings – two films	0
D0274	Bitewings – three films	0
D0274	Bitewings – four films Vertical bitewings – 7 to 8 films	0
D0330	Panoramic film	0
D0330	Tests and Examinations	<u> </u>
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or	
20.01	biopsy procedures	50
D0460	Pulp vitality tests	0
D0470	Diagnostic casts	0
20170	Dental Prophylaxis	
D1110	Prophylaxis – adult, for the first two services in any 12-month period + #	0
D1120	Prophylaxis – child, for the first two services in any 12-month period + #	0
D1999	Prophylaxis – adult or child for each additional service in same 12-month period + #	60
	Topical Fluoride Treatment (Office Procedure)	
D1203	Topical application of fluoride (prophylaxis not included) – child, for the first two services in any 12-month period + = Topical application of fluoride (prophylaxis not included) – adult, for the first two services in any 12-month period + =	0
D1204 D1206 D2999	Topical application of fluoride (prophylaxis not included) – adult, for the first two services in any 12-month period + =	0
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients, for the first two services in any 12-month period + =	0
D2999	Tonical fluorida (adult ar abild), anab additional convice in the came 12 month pariod .	20
	Other Preventive Services	
D1310	Nutritional counseling for control of dental disease	0
D1330	Oral hygiene instructions	0
D1351	Sealant – per tooth (molars) ^	0
D9999	Sealant – per tooth (non-molars) ^	35
	Space Maintenance (Passive Appliances)	
D1510	Space maintainer – fixed - unilateral	0
D1515	Space maintainer – fixed - bilateral	0
D1525	Space maintainer – removable - bilateral	0
D1550	Re-cementation of space maintainer	0
D1555	Removal of fixed space maintainer	0
	Amalgam Restorations (Including Polishing)	
D2140	Amalgam – one surface, primary or permanent Amalgam – two surfaces, primary or permanent	0
D2150		0
D2160	Amalgam – three surfaces, primary or permanent	0
D2161	Amalgam – four or more surfaces, primary or permanent	0
Doooc	Resin-Based Composite Restorations - Direct	
D2330	Resin-based composite – one surface, anterior	0
D2331	Resin-based composite – two surfaces, anterior	0
D2332	Resin-based composite – three surfaces, anterior	0
D2335	Resin-based composite – four or more surfaces or involving incisal angle (anterior) Resin-based composite crown, anterior	L
D2390 D2391	Resin-based composite crown, anterior Resin-based composite – one surface, posterior	75 0
D2302		0
D2303	Resin-based composite – two surfaces, posterior Resin-based composite – three surfaces, posterior	0
D2392 D2393 D2394		
D2004	Resin-based composite – four or more surfaces, posterior Inlay/Onlay Restorations ^^	0
D2510	Inlay – metallic – one surface **	265
D2520	Inlay – metallic – two surfaces **	320
D2530	Inlay – metallic – three or more surfaces **	350
D2542	Onlay – metallic – two surfaces **	350
D2542	Onlay – metallic – two surfaces Onlay – metallic – three surfaces **	360
D2544	Onlay – metallic – four or more surfaces **	370
D2610	Inlay – porcelain/ceramic – one surface	265
D2620	Inlay – porcelain/ceramic – two surfaces	320
D2630	Inlay – porcelain/ceramic – two surfaces Inlay – porcelain/ceramic – three or more surfaces	
D2642	Onlay – porcelain/ceramic – two surfaces	350 350
D2643	Onlay – porcelain/ceramic – two surfaces Onlay – porcelain/ceramic – three surfaces	360
D2644	Onlay – porcelain/ceramic – four or more surfaces	370
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Managed DentalGuard - Plan Schedule

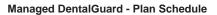


CDT Codes ++	Covered Dental Services	Patient Charges
	Crowns – Single Restorations Only ^^	
D2740	Crown – porcelain/ceramic substrate	\$395
D2750	Crown – porcelain fused to high noble metal **	375 375
D2751	Crown – porcelain fused to predominantly base metal	375 375
D2752 D2780	Crown – porcelain fused to noble metal Crown – ¾ cast high noble metal **	3/5 365
D2781	Crown – % cast riigh hobie metal Crown – % cast predominantly base metal	365
D2782	Crown – ¾ cast predofilmantly base metal	365
D2783	Crown – ¾ porcelain/ceramic	365
D2790	Crown – full cast high noble metal **	375
D2791	Crown – full cast predominantly base metal	375
D2792	Crown – full cast noble metal	375
D2794	Crown – titanium	375
	Crown – titanium Other Restorative Services	
D2910 D2915 D2920	Recement inlay, onlay, or partial coverage restoration	0
D2915	Recement cast or prefabricated post and core	0
D2920	Recement crown	0
D2930	Prefabricated stainless steel crown – primary tooth	88 88
D2931	Prefabricated stainless steel crown – permanent tooth	
D2931 D2932 D2933	Prefabricated resin crown	108
D2933 D2934	Prefabricated stainless steel crown with resin window	108
D2934 D2940	Prefabricated esthetic coated stainless steel crown – primary tooth Sedative filling	115 0
D2050	Core buildup, including any pins	100
D2951 D2952 D2953 D2954 D2957 D2960	Pin retention – per tooth, in addition to restoration	
D2951	Post and core in addition to crown, indirectly fabricated	18 155
D2953	Each additional indirectly fabricated post – same tooth	79
D2954	Prefabricated post and core in addition to crown	
D2957	Each additional prefabricated post – same tooth	125 51
D2960	Labial veneer (resin laminate) – chairside	250
D2970	Temporary crown (fractured footh)	86
D2971	Additional procedures to construct new crown under existing partial denture framework	125
	Pulp Capping	
D3110	Pulp cap – direct (excluding final restoration)	0
D3120	Pulp cap – indirect (excluding final restoration)	0
	Pulpotomy	
D3220 D3221 D3222	Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament	0
D3221	Pulpal debridement, primary and permanent teeth	0
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)	0
D3230	Pulpal therapy (resorbable filling) – antenor, primary tooth (excluding final restoration)	0
D3240	Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration) Endodontic Therapy (Including Treatment Plan, Clinical Procedures And Follow-up Care)	<u> </u>
	Root canal, anterior (excluding final restoration)	120
D3310 D3320	Root canal, bicuspid (excluding final restoration)	120 145
D3330	Root canal, molar (excluding final restoration)	270
D3331	Treatment of root canal obstruction; non-surgical access	0
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	75
D3333	Internal root repair of perforation defects	116
	Endodontic Retreatment	
D3346	Retreatment of previous root canal therapy – anterior	375
D3346 D3347 D3348	Retreatment of previous root canal therapy – bicuspid	425
D3348	Retreatment of previous root canal therapy – molar	525
	Apicoectomy/Periradicular Services	
D3410 D3421	Apicoectomy/periradicular surgery – anterior	240
D3421	Apicoectomy/periradicular surgery – bicuspid (first root)	270 320
D3425	Apicoectomy/periradicular surgery – molar (first root)	
D3426 D3430	Apicoectomy/periradicular surgery (each additional root)	116
	Retrograde filling – per root	72 20
D3950	Canal preparation and fitting of preformed dowel or post Surgical Services (Including Usual Postoperative Care)	20
D4210	Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant	200
D4210	Gingivectomy or gingivoplasty – rour or more contiguous teeth or bounded teeth spaces per quadrant Gingivectomy or gingivoplasty – one to three contiguous teeth or bounded teeth spaces per quadrant	200 60
D4240	Gingival flap procedure, including root planing – four or more contiguous teeth or bounded teeth spaces per quadrant	60 240
D4240 D4241	Gingival flap procedure, including root planing – root of more configuous teeth or bounded teeth spaces per quadrant	240 144
D4249	Clinical crown lengthening – hard tissue	
D4260	Osseous surgery (including flap entry and closure) – four or more contiguous teeth or bounded teeth spaces per quadrant	380
D4261	Osseous surgery (including flap entry and closure) – one to three contiguous teeth or bounded teeth spaces per quadrant	280 380 230
D4268	Surgical revision procedure, per tooth	1 ()
D4270	Pedicle soft tissue graft procedure	350
r		262
D4271	Free soft tissue graft procedure (including donor site surgery)	363





CDT Codes ++	Covered Dental Services	Patient Charges
	Non-Surgical Periodontal Service	
D4341	Periodontal scaling and root planing – four or more teeth per quadrant	\$0
D4342	Periodontal scaling and root planing – one to three teeth per quadrant Full mouth debridement to enable comprehensive evaluation and diagnosis	0
D4355	Other Periodontal Services	0
D4910	Periodontal maintenance, for the first two services in any 12-month period + #	0
D4920 D4999	Unscheduled dressing change (by someone other than treating dentist)	0
D4999	Periodontal maintenance, each additional service in same 12-month period + #	60
	Complete Dentures (Including Routine Post-Delivery Care)	
D5110 D5120 D5130	Complete denture – maxillary	452
D5120	Complete denture – mandibular	452
D5130	Immediate denture – maxillary	492 492
D5140	Immediate denture – mandibular Partial Dentures (Including Routine Post-Delivery Care)	492
D5211	Maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	381
D5211	Mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	443
D5213	Maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500
D5225	Mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) Maxillary partial denture – flexible base (including any clasps, rests and teeth)	575
D5226	Mandibular partial denture – flexible base (including any clasps, rests and teeth)	575
	Adjustments to Dentures	
D5410 D5411	Adjust complete denture – maxillary	0
D5411 D5421	Adjust complete denture – mandibular	0
D5421	Adjust partial denture – maxillary Adjust partial denture – mandibular	0
D5422	Adjust partial denture – mandibular Repairs To Complete Dentures	0
D5510	Repairs 10 complete Dentures Repair broken complete denture base	40
D5520	Replace missing or broken teeth – complete denture (each tooth)	36
	Repairs To Partial Dentures	
D5610	Repair resin denture base	44
D5620	Repair cast framework	80
D5630	Repair or replace broken clasp	56
D5640	Replace broken teeth – per tooth	36 52
D5650	Add tooth to existing partial denture	52
D5660 D5670	Add clasp to existing partial denture	64 196
	Replace all teeth and acrylic on cast metal framework (maxillary) Replace all teeth and acrylic on cast metal framework (mandibular)	196
D5671	Denture Rebase Procedures	170
D5710	Rebase complete maxillary denture	160
D5711	Rebase complete mandibular denture	160
D5720	Rebase maxillary partial denture	160
D5721	Rebase mandibular partial denture	160
	Denture Reline Procedures	
D5730 D5731	Reline complete maxillary denture (chairside)	88
D5731 D5740	Reline complete mandibular denture (chairside) Reline maxillary partial denture (chairside)	88 88
D5740 D5741	Reline mandibular partial denture (chairside)	88
D5750	Reline complete maxillary denture (chaissue)	120
D5751	Reline complete mandibular denture (laboratory)	120
D5760	Reline maxillary partial denture (laboratory)	120
D5761	Reline mandibular partial denture (laboratory)	120
	Interim Prosthesis	
D5820	Interim partial denture (maxillary)	175
D5821	Interim partial denture (mandibular)	175
	Other Removable Prosthetic Services	26
D5850 D5851	Tissue conditioning, maxillary	36
ונספרו	Tissue conditioning, mandibular Fixed Partial Denture Pontics ^^	36
D6210	Pontic – cast high noble metal **	350
D6210 D6211	Pontic – cast predominantly base metal	350 350
D6212	Pontic – cast noble metal	350
D6214	Pontic – titanium	350
D6240	Pontic – porcelain fused to high noble metal **	350
D6241	Pontic – porcelain fused to predominantly base metal	350
D6242	Pontic – porcelain fused to noble metal	350
D6245	Pontic – porcelain/ceramic	360
D0000	Fixed Partial Denture Retainers - Inlays/Onlays ^^	220
D6600	Inlay – porcelain/ceramic – two surfaces	320
D6604		
D6601	Inlay – porcelain/ceramic – three or more surfaces	350
D6601 D6602 D6603	Inlay – porcelain/ceramic – three or more surfaces Inlay – cast high noble metal, two surfaces ** Inlay – cast high noble metal, three or more surfaces **	350 320 350 320





CDT Codes ++	Covered Dental Services	Patient Charges
•••••	Fixed Partial Denture Retainers – Inlays/Onlays ^^ (continued)	
D6605	Inlay – cast predominantly base metal, three or more surfaces	\$350
D6606	Inlay – cast noble metal, two surfaces	320
D6607	Inlay – cast noble metal, three or more surfaces	350
D6608	Onlay – porcelain/ceramic, two surfaces	350
D6609	Onlay – porcelain/ceramic, three or more surfaces	360
D6610	Onlay – cast high noble metal, two surfaces **	350
D6611	Onlay – cast high noble metal, three or more surfaces **	360
D6612	Onlay – cast predominantly base metal, two surfaces	350
D6613	Onlay – cast predominantly base metal, three or more surfaces	360
D6614	Onlay – cast noble metal, two surfaces	350
D6615	Onlay – cast noble metal, three or more surfaces	360
D6624	Inlay – titanium	320
D6634	Onlay – titanium	350
	Fixed Partial Denture Retainers – Crowns ^^	
D6740	Crown – porcelain/ceramic	395
D6750	Crown – porcelain fused to high noble metal **	375
D6751	Crown – porcelain fused to predominantly base metal	375
D6752	Crown – porcelain fused to noble metal	375
D6780	Crown – ¾ cast high noble metal **	365
D6781	Crown – ¾ cast predominantly base metal	365
D6782	Crown – ¾ cast noble metal	365
D6783 D6790	Crown – ¾ porcelain/ceramic	365
D6790	Crown – full cast high noble metal **	375
D6791 D6792 D6794	Crown – full cast predominantly base metal	375 375
D6792	Crown – full cast noble metal	375 375
D6794	Crown – titanium	375
	Other Fixed Partial Denture Services	
D6930 D6970	Recement fixed partial denture	36
D6970 D6972	Post and core in addition to fixed partial denture retainer, indirectly fabricated	155
	Prefabricated post and core in addition to fixed partial denture retainer	125
D6973 D6976	Core build up for retainer, including any pins	100
D6976 D6977	Each additional cast post – same tooth	79
D6977 D6999	Each additional prefabricated post – same tooth	51
D6999	Multiple crown and bridge unit treatment plan – per unit, six or more units per treatment plan ^^ Extractions	125
D7111		
D7111	Extraction, coronal remnants – deciduous tooth Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	0
D7 140	Surgical Extractions (Includes Local Anesthesia, Suturing, If Needed, And Routine Postoperative Care)	······································
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	30
D7210	Removal of impacted tooth – soft tissue	114
D7230	Removal of impacted tooth – partially bony	140
D7240	Removal of impacted tooth – completely bony	160
D7241	Removal of impacted tooth – completely bony, with unusual surgical complications	
D7250	Surgical removal of residual tooth roots (cutting procedure)	200 35
D7261	Primary closure of a sinus perforation	250
D7201	Other Surgical Procedures	230
D7280	Our delayers of an anamated teath	250
D7280 D7283	Surgical access of an unerupted tooth Placement of device to facilitate eruption of impacted tooth	50 50
D7285	Biopsy of oral tissue – hard (bone, tooth)	
D7286	Biopsy of oral tissue – soft	60 50 65
D7288	Brush biopsy – transepithelial sample collection	65
. = 50	Alveoloplasty – Surgical Preparation Of Ridge For Dentures	
D7310	Alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	125
D7311	Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	65
D7320	Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	150
D7321	Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	105
	Surgical Excision Of Intra-Osseous Lesions	100
D7450	Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm	180
D7450 D7451	Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	289
	Excision Of Bone Tissue	
D7471	Removal of lateral exostosis (maxilla or mandible)	204
D7472	Removal of torus palatinus	283
D7473	Removal of torus mandibularis	283
	Surgical Incision	
D7510	Incision and drainage of abscess – intraoral soft tissue	25
D7510	Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)	30
	Other Repair Procedures	
D7960	Frenulectomy (frenectomy or frenotomy) – separate procedure	133



Managed DentalGuard - Plan Schedule

Plan U30M5

CDT Codes ++	Covered Dental Services	Patient Charges
	Unclassified Treatment	
D9110	Palliative (emergency) treatment of dental pain – minor procedure	\$0
D9120	Fixed partial denture sectioning	15
D9215	Local anesthesia	0
D9220	Deep sedation/general anesthesia – first 30 minutes +++	195
D9221	Deep sedation/general anesthesia – each additional 15 minutes +++	75
D9241	Intravenous conscious sedation/analgesia – first 30 minutes +++	195
D9242	Intravenous conscious sedation/analgesia – each additional 15 minutes +++	75
	Professional Consultation	
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	0
	Professional Visits	
D9430	Office visit for observation (during regularly scheduled hours) – no other services performed	0
D9440	Office visit – after regularly scheduled hours	50
D9450	Case presentation, detailed and extensive treatment planning	0
	Miscellaneous Services	
D9951	Occlusal adjustment – limited	10
D9971	Odontoplasty – one to two teeth	10
D9972	External bleaching – per arch	165
	Broken appointment	25

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- + The Patient Charges for codes D1110, D1203, D1204, D1206 and D4910 are limited to the first two services in any 12-month period. For each additional service in the same 12-month period, see codes D1999, D2999 and D4999 for the applicable Patient Charge.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan booklet and the Manual (including the Quality Management retrospective review). Other codes may be used to describe Covered Services.
- * The Member will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is an "M". The Plan will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is a "G". The ID Card and Eligibility Report will indicate if the Office Visit Fee is \$5 or \$10
- # Routine prophylaxis or periodontal maintenance procedure a total of four services in any 12-month period. One of the covered periodontal maintenance procedures may be performed by a participating periodontal Specialist if done within three to six months following completion of approved, active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a participating periodontal Specialist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
- = Fluoride Treatment a total of four services in any 12-month period.
- Sealants are limited to permanent teeth up to the 16th birthday.
- ** If high noble metal is used, there will be an additional Patient Charge for the actual cost of the high noble metal.
- ^^ The Patient Charge for these services is per unit.
- +++ Procedure codes D9220, D9221, D9241 and D9242 are limited to a participating oral surgery Specialist. Additionally, these services are only covered in conjunction with other covered surgical services.

Underwritten by: (IL) - First Commonwealth Insurance Company, (MO) - First Commonwealth of Missouri, (IN) - First Commonwealth Limited Health Services Corporation, (MI) - First Commonwealth Inc., (CA) - Managed Dental Care, (TX) - Managed DentalGuard, Inc. (DHMO), (NJ) - Managed DentalGuard, Inc., (FL, NY) - The Guardian Life Insurance Company of America. All First Commonwealth, Managed DentalGuard, Inc., and Managed Dental Care entities referenced are wholly-owned subsidiaries of The Guardian Life Insurance Company of America. Limitations and exclusions apply. Plan documents are the final arbiter of coverage.

The Guardian Life Insurance Company of America, New York, NY 10004

2008-6567

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Managed Dental Guard Orthodontic Benefits

Managed DentalGuard Orthodontic Plan Schedule - Option V

CDT Codes	Covered Services and Patient Charges	Patient Charges	Orthodontics In Progress
	Orthodontics		
D8070	Comprehensive orthodontic treatment of the transitional dentition **	Child: \$2500 Adult: 2800	
D8080	Comprehensive orthodontic treatment of the adolescent dentition **		***
D8090	Comprehensive orthodontic treatment of the adult dentition **		
D8660	Pre-orthodontic treatment visit (includes treatment plan, records, evaluation and consultation)	250	***
D8670	Periodic orthodontic treatment visit	0	***
D8680	Orthodontic retention	400	***
	Broken appointment	25	***

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v.08192

- ** Child orthodontics is limited to dependent children under age 19; adult orthodontics is limited to dependent children age 19 and above and employee or spouse. A Member's age is determined on the date of banding.
- Treatment in progress: Orthodontic Treatment Comprehensive orthodontic treatment is started when the teeth are banded. Orthodontic treatment procedures which are listed on the Plan Schedule and were started but not completed prior to the Member's eligibility to receive benefits under this plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment at a patient charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. In this situation retention services would also be at 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. When comprehensive orthodontic treatment is started prior to the Member's eligibility to receive benefits under this plan, the Patient Charge for orthodontic retention is equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Orthodontic Takeover Treatment-in-Progress section.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan Booklet and the Manual.

The Plan Covers:

- Orthodontic services as listed under Covered Dental Services and Patient Charges, limited to one (1) course of treatment per Member. We must preauthorize treatment, and it must be performed by a Participating Orthodontic Specialist Dentist.
- Up to twenty-four (24) months of comprehensive orthodontic treatment.
- Treatment plan and records, including initial records and any interim and final records.
- Comprehensive orthodontic treatment, including the fixed banding appliances and related visits only.
- Retention services following a course of comprehensive orthodontic treatment that was covered under this Plan.
- Orthodontic retention, including any and all necessary fixed and removable appliances and related visits.
- If a Member has orthodontic treatment associated with orthognathic surgery (a non-covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member will be responsible for additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialist Dentist's usual fee.

This Plan Does Not Cover:

- Any procedure listed as an exclusion, in excess of Plan limitations, or as not covered under MDG.
- Orthodontic treatment performed by any dentist other than a Participating Orthodontic Specialist Dentist.
- Limited orthodontic treatment and interceptive (Phase I) treatment.
- Treatment beyond twenty-four (24) months. (The Member will be responsible for an additional charge for each additional month of treatment, based upon the Participating Orthodontic Specialist Dentist's contracted fee.)
- Except as described under treatment in progress orthodontic treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontist Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment.
- Orthodontic services after a Member's coverage terminates.
- Any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets.
- Procedures, appliances or devices to (a) guide minor tooth movement or (b) to correct or control harmful habits.
- Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.
- Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.
- Extractions performed solely to facilitate orthodontic treatment.
- Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.
- If a Member transfers to another Participating Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member will be responsible for any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

Managed DentalGuard is underwritten by Managed Dental Care in CA; First Commonwealth in IL, MO, MI and IN; Guardian in FL and NY, and Managed DentalGuard, Inc. in NJ and TX. Managed Dental Care, First Commonwealth and Managed DentalGuard, Inc. are wholly owned subsidiaries of The Guardian Life Insurance Company of America.

MANAGED DENTALGUARD - TEXAS

FINE PRINT

(For MDG Plans (U10, U11, U20, U21, U30, U31, U40, U41, U50, U51, U60, and U61)

This is only a summary of benefits and the enrollee must refer to his/her Evidence of Coverage for complete terms and conditions of coverage.

Managed DentalGuard (MDG) combines broad dental coverage with a number of cost-saving dental features for you and your family. Many procedures are covered at no cost to you. There are no claim forms to complete, no deductibles and no yearly premiums.

Emergency Dental Services

The MDG network provides for Emergency Dental Services 24 hours a day, 7 days a week, to all Members. A Member should contact his or her selected Primary Care Dentist (PCD), who will arrange such care.

A Member may require Emergency Dental Services when he or she is unable to obtain services from his or her PCD. The Member should contact his or her PCD for a referral to another Dentist or contact MDG for authorization to obtain services from another Dentist. If the Member is unable to obtain a referral or authorization for Emergency Dental Services, the Member may seek Emergency Dental Services from any Dentist. Then the Member must submit to MDG: (a) the bill incurred as a result of the emergency; (b) evidence of payment; and (c) a brief explanation of the emergency. This should be done within 60 days or as soon as reasonably possible. MDG will reimburse the Member for the cost of covered Emergency Dental Services, less the applicable Patient Charge(s).

When Emergency Dental Services are provided by a Dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by MDG, coverage is limited to the benefit for palliative treatment (code D9110) only.

"Emergency Dental Services" means only covered, bona fide emergency services which are reasonably necessary to relieve the sudden onset of severe pain, fever, swelling, serious bleeding or severe discomfort or to prevent the imminent loss of teeth. Services related to the initial emergency condition but not required specifically to relieve pain, discomfort, bleeding or swelling or to prevent imminent tooth loss, including services performed at the emergency visit and services performed at subsequent visits, are not considered emergency dental services.

General Guidelines for Alternative Procedures

There may be a number of accepted methods of treating a specific dental condition. When a Member selects an Alternative Procedure over the service recommended by the PCD, the Member must pay the difference between the PCD's usual charges for the recommended service and the Alternative Procedure. He or she will also have to pay the applicable Patient Charge for the recommended service.

When the Member selects a posterior composite restoration as an Alternative Procedure to a recommended amalgam restoration, the alternative procedure policy does not apply.

When the Member selects an extraction, the Alternative Procedure does not apply.

When the PCD recommends a crown, the Alternative Procedure policy does not apply, regardless of the type of crown placed. The type of crown includes, but is not limited to: (a) a full metal crown; (b) a porcelain fused to metal crown; or (c) a porcelain crown. The Member must pay the applicable Patient Charge for the crown actually placed.

The plan provides for the use of noble, high noble and base metals for inlays, onlays, crowns, and fixed bridges. When high noble metal is used, the Member will pay an additional amount for the actual cost of the high noble metal. In addition, the Member will pay the usual Patient Charge for the inlay, onlay, crown or fixed bridge. The total Patient Charges for the high noble metal may not exceed the actual lab bill for the service.

In all cases when there is more than one course of treatment available, a full disclosure of all the options must be given to the Member before treatment begins. The PCD should present the Member with the treatment plan in writing before treatment begins, to assure that there is no confusion over what he or she must pay.

General Guidelines for Alternative Treatment By The PCD

There may be a number of accepted methods for treating a specific dental condition. In all cases where there is more than one course of treatment available, a full disclosure of all the options must be given the Member before treatment begins. The PCD should present the Member with a written treatment plan, including treatment costs, before treatment begins, to minimize the potential for confusion over what the Member should pay, and to fully document informed consent.

If any of the recommended alternate services are selected by the Member and not covered under the Plan, then the Member must pay the PCD's usual charge for the recommended alternate service.

If any treatment is specifically not recommended by the PCD (i.e., the PCD determines it is not an appropriate service for the condition being treated), then the PCD is not obliged to provide that treatment even if it is a covered service under the Plan.

Members can request and receive a second opinion by contacting Member Services in the event they have questions regarding the recommendations of the PCD or Specialty Care Dentist.

Crowns, Bridges and Dentures

A crown is a covered service when it is recommended by the PCD. The replacement of a crown is not covered within 5 years of the original placement under the Plan. The replacement of a partial or complete denture is covered only if the existing denture cannot be made satisfactory by reline, rebase or repair. Construction of new dentures may not exceed one each in any 5-year period from the date of previous placement under the Plan. Immediate dentures are not subject to the 5-year limitation.

The benefit for complete dentures includes all usual post-delivery care including adjustments for 6 months after insertion. The benefit for immediate dentures: (a) includes limited follow-up care only for 6 months; and (b) does not include required future permanent rebasing or relining procedures or a complete new denture.

Porcelain crowns and/or porcelain fused to metal crowns are covered on anterior, bicuspid and molar teeth when recommended by the PCD.

Multiple Crown/Bridge Unit Treatment Fee

When a Member's treatment plan includes 6 or more covered units of crown and/or bridge to restore teeth or replace missing teeth, the Member will be responsible for the Patient Charge for each unit of crown or bridge, plus an additional charge per unit as shown in the Covered Dental Services and Patient Charge section.

Pediatric Specialty Services

If during a PCD visit, a Member under age 8 is unmanageable, the PCD may refer the Member to a Participating Pediatric Specialty Care Dentist for the current treatment plan only. Following completion of the approved pediatric treatment plan, the Member must return to the PCD for further services. If necessary, we must first authorize subsequent referral to the Participating Specialty Care Dentist. Any services performed by the Pediatric Specialty Care Dentist after the Member's 8th birthday will not be covered, and the Member will be responsible for the Pediatric Specialty Care Dentist's usual fee.

Second Opinion Consultation

A Member may wish to consult another Dentist for a second opinion regarding services recommended or performed by: (a) his or her PCD; or (b) a Participating Specialty Care Dentist through an authorized referral. To have a second opinion consultation covered by MDG, the Member must call or write Member Services for prior authorization. We only cover a second opinion consultation when the recommended services are otherwise covered under the plan.

A Member Services Representative will help the Member identify a Participating Dentist to perform the second opinion consultation. The Member may request a second opinion with a Non-Participating General Dentist or Specialty Care Dentist. The Member Services Representative will arrange for any available records or radiographs and the necessary second opinion form to be sent to the consulting Dentist. The second opinion consultation shall have the applicable Patient Charge for code D9310.

Third opinions are not covered unless requested by MDG. If a third opinion is requested by the Member, the Member is responsible for the payment. Exceptions will be considered on an individual basis, and must be approved in writing by MDG.

The Plan's benefit for a second opinion consultation is limited to \$50.00. If a Participating Dentist is the consultant Dentist, the Member is responsible for the applicable Patient Charge for code D9310. If a Non-Participating Dentist is the consultant Dentist, the Member must pay the applicable Patient Charge for code D9310 and any portion of the dentist's fee over \$50.00.

Noble and High Noble Metals

The Plan provides for the use of noble metals for inlays, onlays, crowns, and fixed bridges. When high noble metal (including "gold") is used, the Member will be responsible for the Patient Charge for the inlay, onlay, crown, or fixed bridge, plus an additional charge equal to the actual laboratory cost of the high noble metal.

General Anesthesia / IV Sedation

General Anesthesia / IV sedation – General anesthesia or IV sedation is limited to services provided by a Participating Oral Surgery Specialty Care Dentist. Not all Participating Oral Surgery Specialty Care Dentists offer these services. The Member is responsible to identify and receive services from a Participating Oral Surgery Specialty Care Dentist willing to provide general anesthesia or IV sedation. The Member's Patient Charge shown in the Covered Dental Services Patient Charge section.

Office Visit Charges

Office visit Patient Charges that are the Member's responsibility after the Employer's group has been in effect for three full years, will be paid to the PCD by Us.

Orthodontic Treatment

The Plan covers orthodontic services as listed under Covered Dental Services and Patient Charges section. Coverage is limited to one course of treatment per Member. We must preauthorize treatment, and treatment must be performed by a Participating Orthodontic Specialty Care Dentist.

The Plan covers up to 24 months of comprehensive orthodontic treatment. If treatment beyond 24 months is necessary, the Member will be responsible for each additional month of treatment, based upon the Participating Orthodontic Specialty Care Dentist's contracted fee.

Except as described under the Treatment in Progress – Orthodontic Treatment and Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontic Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment. The Member is responsible for all payments to the Participating Orthodontic Specialty Care Dentist for services after the termination date. Retention services are covered at the Patient Charge shown in the Plan Schedule's section only following a course of comprehensive orthodontic treatment started and completed under this Plan.

If a Member transfers to another Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member will be responsible for any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

The benefit for the treatment plan and records includes initial records and any interim and final records. The benefit for comprehensive orthodontic treatment covers the fixed banding appliances and related visits only. Additional fixed or removable appliances will be the Member's responsibility. The benefit for orthodontic retention is limited to 12 months and covers any and all necessary fixed and removable appliances and related visits. Retention services are covered only following a course of comprehensive orthodontic treatment covered under the Plan. Limited orthodontic treatment and interceptive (Phase I) treatment are not covered.

The Plan does not cover any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets. Any additional costs for the use of optional materials will be the Member's responsibility.

If a Member has orthodontic treatment associated with orthognathic surgery (a non-covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member will be responsible for additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialist Dentist's usual fee.

Treatment in Progress

A Member may choose to have a Participating Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges section; and (2) was started but not completed prior to the Member's eligibility to receive benefits under this Plan. The Member is

responsible to identify, and transfer to, a Participating Dentist willing to complete the procedure at the Patient Charge described in this section.

Restorative Treatment: Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient. Inlays, onlays, crowns, fixed bridges, or dentures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan, have a Patient Charge equal to 85% of the Participating General Dentist's usual fee. (There is no additional charge for high noble metal.)

Endodontic Treatment: Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed. Endodontic procedures which are shown in the Covered Dental Services and Patient Charges section that were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating General or Specialty Care Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of Participating Dentist's usual fee.

Orthodontic Treatment: Comprehensive orthodontic treatment is started when the teeth are banded. Comprehensive orthodontic treatment procedures which are listed on the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment, including retention, at the Patient Charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Orthodontic Takeover Treatment-in-Progress section.

Treatment-In-Progress – Takeover Benefit for Orthodontic Treatment

The Treatment-In-Progress – Takeover Benefit for Orthodontic Treatment provides a Member who qualifies, as explained below, a benefit to continue comprehensive orthodontic treatment that was started under another dental HMO plan with the current treating orthodontist, after this Plan becomes effective.

A Member may be eligible for the Treatment-In-Progress – Takeover Benefit for Orthodontic Treatment only if:

- The Member was covered by another dental HMO plan just prior to the effective date of This Plan and had started comprehensive orthodontic treatment (D8070, D8080, or D8090) with a participating network orthodontist under the prior dental HMO plan;
- The Member has such orthodontic treatment in progress at the time This Plan becomes effective;
- The Member continues such orthodontic treatment with the treating orthodontist:
- The Member's payment responsibility for the comprehensive orthodontic treatment in progress has increased because the treating orthodontist raised fees due to the termination of the prior dental HMO plan; and
- A Treatment in Progress Takeover Benefit for Orthodontic Treatment Form, completed by the treating orthodontist, is submitted to us within 6 months of the effective date of This Plan.

The benefit amount will be calculated based on: (i) the number of remaining months of comprehensive orthodontic treatment; and (ii) the amount by which the Member's payment responsibility has increased as a result of the treating orthodontist's raised fees, up to a maximum benefit of \$500 per Member.

The Member will be responsible to have the treating Orthodontist complete a Treatment in Progress – Takeover Benefit for Orthodontic Treatment Form and submit it to us. The Member has 6 months from the effective date of This Plan to have the Form submitted to us in order to be eligible for the Treatment in Progress – Takeover Benefit for Orthodontic Treatment. We will determine the Member's additional payment responsibility and prorate the months of comprehensive orthodontic treatment that remain. The Member will be paid quarterly until the benefit has been paid or until the Member completes treatment, whichever comes first. The benefit will cease if the Member's coverage under This Plan is terminated.

This benefit is only available to Members that were covered under the prior dental HMO dental plan and are in comprehensive orthodontic treatment with a participating network orthodontist when This Plan becomes effective with us. It will not apply if the comprehensive orthodontic treatment was started when the Member was covered under a PPO or Indemnity plan; or where no prior coverage existed; or if the Member transfers to another orthodontist. This benefit applies to Members of new Plans only. It does not apply to Members of existing Plans. And it does not apply to persons who become newly eligible under the Group after the effective date of This Plan.

The benefit is only available to Members in comprehensive orthodontic treatment (D8070, D8080, or D8090). It does not apply to any other orthodontic services. Additionally, we will only cover up to a total 24 months of comprehensive orthodontic treatment.

Limitations On Benefits For Specific Covered Services

NOTE: Time limitations for a service are determined from the date that service was last rendered under this plan. The codes below in parentheses refer to the CDT Codes as shown in the Covered Dental Services and Patient Charges section.

We don't pay benefits in excess of any of the following limitations:

- 1. Routine cleaning (prophylaxis) or periodontal maintenance procedures, which are not medically necessary a total of 4 services in any 12-month period. One of the covered periodontal maintenance procedures may be performed by a Participating Periodontal Specialty Care Dentist if done within 3 to 6 months following completion of approved, active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a Participating Periodontal Specialty Care Dentist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
- 2. Adjunctive pre-diagnostic tests that aid in detection of mucosal abnormalities including pre-malignant and malignant lesions, not to include cytology or biopsy procedures (D0431) limited to once in a 2-year period (or any 12-month period, if the Plan has been in effect for less than one year) on or after the 40th birthday.
- 3. Full mouth x-rays 1 set in any 3-year period (or any 2-year period if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year, unless diagnostically necessary.
- 4. Bitewing x-rays 2 sets in any 12-month period.
- 5. Panoramic x-rays 1 film in any 3-year period, (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year), unless diagnostically necessary.
- 6. Sealants Up to the 16th birthday, 1 per tooth in any 3-year period, (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year).
- 7. Gingival flap procedures (D4240, D4241) Once per quadrant or area in any 3-year period (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year).
- 8. Osseous surgery procedures (D4260, D4261) Once per quadrant or area in any 3-year period (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year.
- 9. Periodontal soft tissue graft procedures (D4270, D4271) or subepithelial connective tissue graft procedure (D4273) a total of 1 service per area in any 3-year period (or any 2-year period, if the Plan has been in effect for one year or more but less than 2 years; or any 12-month period, if the Plan has been in effect for less than one year).
- 10. Periodontal scaling and root planing (D4341, D4342) 1 service per quadrant or area in any 12-month period.
- 11. Emergency dental services when more than 50 miles from the PCD's office limited to a \$50.00 reimbursement per incident.
- 12. Emergency dental services when provided by a dentist other than the member's assigned PCD and without referral by the PCD or authorization by MDG limited to the benefit for palliative treatment (code D9110) only.
- 13. Reline of a complete or partial denture 1 per denture in any 12-month period.
- 14. Rebase of a complete or partial denture 1 per denture in any 12-month period.
- 15. Second Opinion Consultation when approved by us, a second opinion consultation will be reimbursed up to \$50.00 per treatment plan.

• Exclusions

- Any condition for which benefits of any nature are recovered whether by adjudication or settlement, under any Worker's Compensation or Occupational Disease Law.
- Dental services performed in a hospital, surgical center, or related hospital fees.
- Any histopathological examination or other laboratory charges.
- Removal of tumors, cysts, neoplasms or foreign bodies that are not of tooth origin.
- Any oral surgery requiring the setting of a fracture or dislocation.

- Placement of osseous (bone) grafts.
- Dispensing of drugs not normally supplied in a dental office for treatment of dental diseases.
- Any treatment or appliances requested, recommended or performed: (a) which in the opinion of the participating dentist is not necessary for maintaining or improving the Member's dental health; or (b) which is solely for cosmetic purposes.
- Precision attachments, stress breakers, magnetic retention or overdenture attachments.
- The use of: (a) intramuscular sedation, (b) oral sedation, or (c) inhalation sedation, including but not limited to nitrous oxide
- Any procedure or treatment method: (a) which does not meet professionally recognized standards of dental practice; or (b) which is considered to be experimental in nature.
- Replacement of lost, missing, or stolen appliances or prosthesis or the fabrication of a spare appliance or prosthesis.
- Replacement or repair of prosthetic appliances damaged due to the neglect of the Member.
- Any Member request for: (a) specialist services or treatment which can be routinely provided by the PCD; or (b) treatment
 by a specialist without a referral from the PCD and approval from us. This exclusion will not apply to Emergency Dental
 Services.
- Treatment provided by any public program, or paid for or sponsored by any government body, unless we are legally required to provide benefits.
- Any restoration, service, appliance or prosthetic device used solely: (a) to alter vertical dimension; (b) to replace tooth structure lost due to attrition or abrasion; (c) to splint or stabilize teeth for periodontal reasons; or (d) except as described in the Orthodontic Treatment section, to realign teeth.
- Any service, appliance, device or modality intended to treat disturbances of the temporomandibular joint (TMJ).
- Dental services, other than covered Emergency Dental Services, which were performed by any dentist other than the Member's assigned PCD, unless we had provided written authorization.
- Cephalometric x-rays except when performed as part of the orthodontic treatment plan and records for a covered course of comprehensive orthodontic treatment.
- Treatment which requires the services of a Prosthodontist.
- Treatment which requires the services of a Pediatric Specialty Care Dentist, after the Member's 8th [eighth] birthday.
- Consultations for non-covered services.
- Any service, treatment or procedure not specifically listed in the Covered Dental Services and Patient Charges section.
- Any service or procedure: (a) associated with the placement, prosthodontic restoration or maintenance of a dental implant; and (b) any incremental charges to other covered services as a result of the presence of a dental implant.
- Inlays, onlays, crowns or fixed bridges or dentures started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress-Restorative Treatment. (Inlays, onlays crowns or fixed bridges are considered to be: (a) started when the tooth or teeth are prepared; and (b) completed when the final restoration is permanently cemented. Dentures are considered to be: (a) started when the impressions are taken; and (b) completed when the denture is delivered to the Member.)
- Root canal treatment started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress Endodontic Treatment. (Root canal treatment is considered to be: (a) started when the pulp chamber is opened; and (b) completed when the permanent root canal filling material is placed.)
- Orthodontic treatment started prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress Orthodontic Treatment and Treatment in Progress Takeover Benefit for Orthodontic Treatment. (Orthodontic treatment is considered to be started when the teeth are banded.)
- Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist. (Inlays, onlays, crowns and fixed bridges are considered to be started when the tooth or teeth are prepared. Dentures are considered to be started when the impressions are taken.) This exclusion will not apply to services that are started and which were covered, under the Plan as Emergency Dental Services.

- Root canal treatment started by a Non-Participating Dentist. Root canal treatment is considered to be started when the pulp chamber is opened). This exclusion will not apply to services that were started and which were covered, under the Plan as Emergency Dental Services.
- Orthodontic treatment started by a Non-Participating Dentist while the Member is covered under this Plan. (Orthodontic treatment is considered to be started when the teeth are banded.)
- Extractions performed solely to facilitate orthodontic treatment.
- Extractions of impacted teeth with no radiographic evidence of pathology. The removal of impacted teeth is not covered if performed for prophylactic reasons.
- Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.
- Clinical crown lengthening (D4249) performed in the presence of periodontal disease on the same tooth.
- Procedures performed to facilitate non-covered services, including but not limited to: (a) root canal therapy to facilitate
 overdentures, hemisection or root amputation, and (b) osseous surgery to facilitate either guided tissue regeneration or an
 osseous graft.
- Procedures, appliances or devices: (a) guide minor tooth movement or (b) to correct or control harmful habits.
- Any endodontic, periodontal, crown or bridge abutment procedure or appliance requested, recommended or performed for a tooth or teeth with a guarded, questionable or poor prognosis.
- Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.
- Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.

Specialty Care Referral Process

Your Primary Care Dentist is responsible for performing or coordinating all of your dental services. If you need services that your Primary Care Dentist is unable to perform, he or she will, with approval from MDG, refer you to a Participating Specialty Care Dentist for the service(s) you need.

The MDG network includes dentists specializing in oral surgery, periodontics, endodontics, orthodontics, and pediatric dentistry, located in your service area. If there is no Participating Specialty Care Dentist in your service area, the Member Services Department will refer you to a Non-Participating Specialty Care Dentist of MDG's choice. MDG will not cover dental care provided to you by a Specialty Care Dentist not pre-authorized by MDG to provide that care.

Any authorized specialty care services are subject to all of the same terms, conditions, limitations and exclusions that apply to services performed by your Primary Care Dentist, and you must pay the applicable Patient Charges. Remember: you must get specialty care services referred by your Primary Care Dentist and authorized by MDG. If you do not have an authorized referral, you will be responsible for all of the costs associated with your care.

The only exception to this rule is for Emergency Dental Services, which are covered as described above.

Continuity of Care

If your Primary Care Dentist terminates his or her participation in the network, MDG will notify you of the termination in writing, as soon as possible. You will have the opportunity to choose another Participating Dentist. If you have a dental service in progress at the time of your original Dentist's termination we will either arrange for completion of the services by your original Dentist or make arrangements for another Participating Dentist to complete the service. If you have "special circumstances" as defined in the Texas Insurance Code, you may be eligible for up to 90 days of continuing treatment from your Participating Dentist after his or her termination.

Complaint And Appeals Process

Complaint Overview: Members are entitled to have any complaint reviewed by MDG and be provided with a resolution in a timely manner. MDG reviews each complaint in an objective, nonbiased manner and considers reaching a timely resolution a top priority.

The Member or Dentist may contact the Member Services Department to review a concern or file a complaint. The Quality of Care Liaison (QCL) may be contacted to file a complaint involving an adverse determination (utilization review), to file an appeal of an adverse determination, or to request a review by an independent review organization (IRO).

"Complaint" means any dissatisfaction expressed by a Member, the Member's designated representative or the Member's Dentist, by telephone or in writing, regarding the Plan's operation, including, but not limited to plan administration; procedures related to a review or appeal of an adverse determination; denial of access to a referral; the denial, reduction, or termination of a service for reasons not related to medical necessity; the way a service was provided; and disenrollment

decisions. This term does not include: (a) a misunderstanding or a problem of misinformation that is resolved promptly by clearing up the misunderstanding or supplying the appropriate information to the satisfaction of the Member; or (b) a Dentist's or Member's oral or written expression of dissatisfaction or disagreement with an adverse determination.

"Adverse Determination" means a determination by Us or a utilization review agent that a proposed or delivered dental service, by specialty care referral, which would otherwise be covered under the Member's Plan, is or was not a medically necessary service and may result in non-coverage of the dental procedure.

"Medically necessary services", as related to covered services, means those services, requested by specialty care referral, which are: (1) adequate and essential for the evaluation, diagnosis and treatment of a dental condition or disease; and (2) consistent with nationally accepted standards of practice.

"Utilization review agent" means an entity that conducts utilization review for Us.

"Utilization review" means a system for prospective or concurrent review of the medical necessity and appropriateness of dental services being provided or proposed to be provided to a Member. The term does not include a review in response to an elective request for clarification of coverage.

Member Services and the QCL can be contacted by telephone at:

1-888-618-2016

Or by mail at:

P.O. Box 4391, Woodland Hills, CA 91367

The Plan hours are from 8:30 a.m. to 6:30 p.m. Central Time. A Member may leave a message when calling after business hours, weekends, or holidays. At the time the Member is notified of an Adverse Determination, the forms required to file an appeal for an Independent Review are included with the notification letter. The Member has a right to request an Independent Review anytime after the first appeal to MDG. If the Member wishes to contact the Texas Department of Insurance to discuss the Independent Review process, the telephone number is:

1-888-834-2476

Complaint Process: Members make their concerns known by calling the MDG Member Services Department, using the toll-free telephone number or directly contacting MDG in writing.

Member Service Representatives document each telephone call and work with the Member to resolve their oral Complaint. The Member will be sent, within 5 days from the date of receipt of the telephone call, an acknowledgement letter and a Complaint Form to complete if the Member desires additional review.

Upon receipt of a written Complaint or the Complaint Form, the QCL or QCL designee sends an acknowledgment letter to the Member within 5 business days. If a Complaint is made orally, an acknowledgment letter accompanied by a one-page complaint form that prominently and clearly states that the form must be returned to MDG for prompt resolution of the Complaint.

MDG will review and resolve the written Complaint within 30 calendar days after the date of receipt.

The QCL or QCL designee is responsible for obtaining the necessary documentation; building a case file; and researching remaining aspects of the Complaint and any additional information. MDG may arrange a second opinion, if appropriate. Upon receipt of complete documentation, a resolution is determined by the QCL or QCL designee. Any issue involving a matter of quality of care will be reviewed by the Dental Director or the Director's designee and, if needed, with the Vice President of Network Management, legal counsel, and/or the Complaint Committee and/or the Peer Review Committee.

The QCL or QCL designee is responsible for writing a resolution letter to the Member indicating the outcome of the review and the specialization of the dentists consulted, if applicable. Treatment plans and procedures; general dentist and/or specialty care dentist clinical findings and recommendations; plan guidelines; benefit information; and contractual reasons for the resolution will be described, as appropriate. A copy of the Plan's appeal process will be enclosed with each resolution letter in the event the Member elects to have his or her Complaint re-evaluated. In addition, the method by which a Member can contact the Texas Department of Insurance for additional assistance will be noted in the resolution letter.

Complaints regarding an Adverse Determination will be handled according to the established process outlined in the Appeal of Adverse Determination section (below).

The Texas Department of Insurance may review Complaint documentation during any Plan review.

MDG asserts it is prohibited from retaliating against a group Planholder or a Member because the group Planholder or Member has filed a Complaint against the Plan or appealed a decision of the Plan. The Plan is prohibited from retaliating against a dentist or network provider because the Dentist or network provider has, on behalf of a Member, reasonably filed a Complaint against the Plan or appealed a decision of the Plan.

The Complaint Committee and the Peer Review Committee: Complaints may be referred to the Complaint Committee or the Peer Review Committee for review and resolution. The role of the Committees is to review complaints, on a case-by-case basis, when the nature of the complaint requires Committee participation and decision to reach resolution. Once the matter has been resolved, the Member will receive a written response explaining the resolution.

Complaint Committee and the Peer Review Committee: At the discretion of the Dental Director or the Director's designee and/or the QCL or QCL designee, Complaints may be referred to the Complaint Committee or the Peer Review Committee for review and resolution.

The role of the Committees is to review Complaints, on a case by case basis, when the nature of the Complaint requires Committee participation and decision to reach resolution.

Once the matter has been resolved, the QCL or QCL designee will respond to the Member and will indicate in the file and the Quality Management Program (QMP) database that the matter is closed.

The Complaint Committee and the Peer Review Committee will meet quarterly and as needed.

Minutes will be compiled for each Committee Meeting and will be maintained in the office of MDG. Minutes of the meetings will be forwarded to the Quality Improvement Committee and the Board of Directors.

Complaint Appeal Process: If the Member is not satisfied with the resolution, the Member may make a telephone or written request that an additional review be conducted by a "Complaint Appeal Committee." The telephone appeal request will be logged in the Member's file and the Member will be asked to send the request in writing. An acknowledgment letter will be forwarded to the Member within 5 business days from receipt of the written request.

This Committee will meet within 30 days of the date the written appeal is received. The Committee is composed of an equal number of:

Representative(s) from MDG:

Representative(s) selected from Participating General Dentists:

Representative(s) selected from Participating Specialty Care Dentists (if the Complaint concerns specialty care); and

Representative(s) selected from Plan Members who are not MDG employees.

Members of the Complaint Appeal Committee will not have been previously involved in the Complaint resolution.

A representative from the Complaint Appeal Committee panel will be selected by the panel to preside over the Committee.

Within 5 working days from the date of receipt of the written request for an appeal, the Member will be sent written notice acknowledging the date the appeal was received; and the date and location of the Committee meeting. The Member will also be advised that: he or she may appear in person (or through a representative if the Member is a minor or disabled) before the Committee or address a written appeal to the Committee. The Member may also bring any person to the Committee meeting (participation of said person is subject to the Complaint Appeal Committee's guidelines). The Member has the right to present written or oral information and alternative expert testimony, and to question the persons responsible for making the prior determination that resulted in the appeal.

The Committee will meet within the Member's county of residence or the county where the Member normally receives dental care or at another site is agreed to by the Member, or address a written appeal to the complaint appeal board.

MDG will complete the appeals process under this section within 30 calendar days after the date of the receipt of the request for appeal.

Not less than 5 working days prior to the Committee meeting unless the Complainant agrees otherwise, the Plan will submit to the Member any and all documentation to be presented to the Committee, and the specialization of any dentist consulted during the investigation.

The Member will receive a written notice of resolution within 30 days from the date of receipt of the written request for appeal. The resolution notice will include a written statement of the specific medical determination, clinical basis and the contractual criteria used to reach the final decision. The notice shall also prominently and clearly state the toll free telephone number and address of the Texas Department of Insurance.

MDG will pay for the expenses of the Complaint Appeal Committee representative(s) from MDG and representative(s) selected from Participating General Dentists and/or Participating Specialty Care Dentists and the expenses of representative(s) selected from Plan Members.

Following the decision of the Committee, the Member and MDG each have the right to use the legal system or arbitration for any claim involving the professional treatment performed by a Participating Dentist.

The Member may also contact the Texas Department of Insurance to file a Complaint. The Department's address and toll-free telephone number are:

P. O. Box 149104 Austin, TX 78714-9104 Telephone: 1-800-252-3439 Fax #: 1-512-475-1771 Web: httb://www.tdi/state.tx.us

E-Mail: ConsumerProtection@tdi.state.tx.us

Minutes will be compiled for each Committee Meeting and will be maintained in the office of MDG. Minutes of the meetings will be forwarded to the Quality Improvement Committee and the Board of Directors.

Emergency Complaints: Complaints involving an emergency will be concluded in accordance with the dental immediacy of the case not more than 24 hours from the receipt of the Complaint.

If the appeal of the emergency Complaint involves an Adverse Determination and involves a life-threatening condition, the Member or Member's designee and Dentist may request the immediate assignment of an IRO without filing an appeal. (See the Appeal of Adverse Determination section below.)

Documentation/Database: With MDG's QMP database, it will be possible to track a Member's concern from the initial call through the final resolution of the issue. All steps in the resolution process may be documented in the database. Information will be accessible on groups, Members, and Dentists. The database will be accessed for information for the Quality Improvement Committee, the Complaint Committee and the Credentialing Committee. The database will provide aging reports and the reasons that Complaints are not resolved within 30 days, if applicable.

"Reason Codes" will be used in the database for tracking purposes. Reason Codes categories are Access, Benefits and Coverage, Claims, and Quality of Care.

The objectives of the logging system in the database are:

- 1. Accurate tracking of status of Complaints;
- 2. Accountability of the different departments/personnel involved in the resolution process; and
- 3. Trending of the dental providers, Members and groups for appropriate follow-up.

Documentation/Files: Each written Complaint will be logged into the database by the QCL or QCL designee on the date it was received. The Member's data management system is documented that a Complaint has been received and is being reviewed by the QCL or QCL designee. A paper file is created and labeled with the Member's name and social security number. Any subsequent follow-up information is recorded in the file by the QCL or QCL designee. The file is to be kept in the Complaint File for 3 years. The file will include all correspondence regarding the issue, copies of records, radiographs and resolution. Only when a resolution is completed can the Complaint be closed and noted as closed in the Member's file and the database. Complaint files are available for regulatory review.

The Complaint Log will be reviewed quarterly by the Quality Improvement Committee.

Appeal of Adverse Determination: Adverse Determination means: a determination by Us or a utilization review agent that the health care services furnished or proposed to be furnished to a patient are not medically necessary or are not appropriate.

We shall permit any party whose appeal of an adverse determination is denied by Us to seek review of that determination by an independent review organization assigned to the appeal as follows;

- (1) We shall provide to the Member, the Member's designated representative or the Member's Dentist information on how to appeal the denial of an adverse determination to an independent review organization;
- (2) Such information must be provided by Us to the Member, the Member's designated representative or the Member's Dentist at the time of the denial of the appeal;
- (3) We shall provide to the Member, the Member's designated representative or the Member's Dentist the prescribed form;
- (4) The form must be completed by the Member, the Member's designated representative or the Member's Dentist and returned to Us to begin the independent review process;
- (5) In life threatening situations, the Member, the Member's designated representative or Member's Dentist may contact Us by telephone to request the review and provide the required information.