



Delta Dental PPO™

Our national
point-of-service
program

Welcome!

Your dental program is administered by Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation doing business as Delta Dental of Michigan. Delta Dental of Michigan is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program, and how to use them. If you have any questions about this program, please call our Customer Service department at (800) 524-0149 or access our website at www.DeltaDentalMI.com.

You can easily verify your own benefit, claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalMI.com and selecting the link for our Consumer Toolkit. The Consumer Toolkit will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

Meijer, Inc.
Client #5695, Meijer Dental



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Note: Please read this Certificate together with the Summary of Dental Plan Benefits, along with The Meijer Health Benefits Plan/SPD. The dental benefit is part of the Meijer Health Benefits Plan. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

Summary of Dental Plan Benefits

Client #5695

Meijer, Inc. (Meijer Dental)

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan - Delta Dental of Michigan

Benefit Year - January 1 through December 31

Covered Services -

	Delta Dental PPO Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Periodontal Maintenance - cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	50%	50%	50%
Endodontic Services - root canals	50%	50%	50%
Periodontic Services - to treat gum disease	50%	50%	50%
Oral Surgery Services - extractions and dental surgery	50%	50%	50%
Major Restorative Services - crowns	50%	50%	50%
Other Basic Services - misc. services	50%	50%	50%
Relines and Repairs - to bridges, implants, and dentures	50%	50%	50%
Major Services			
Prosthodontic Services - bridges, implants, and dentures	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	up to age 20	up to age 20	up to age 20

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Bitewing X-rays are payable once per calendar year for people under age 15 and once in any two calendar years for people age 15 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.

- Sealants are payable once per tooth in any five-year period for permanent bicuspid and first and second permanent molars for people from age 5 up to age 16. The surface must be free from decay and restorations.
- Crowns, onlays, and substructures are payable once per tooth in any seven-year period. Veneers are payable on incisors, cuspids, and bicuspid once per tooth per seven-year period for children ages 8 through 19.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Full and partial dentures are payable once in any seven-year period.
- Bridges are payable once in any seven-year period.
- Implants are payable once per tooth in any seven-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any seven-year period. Services related to crowns over implants are Covered Services.
- Occlusal guards are Covered Services once in any two-year period. Five limited occlusal adjustments are Covered Services in any five-year period. A complete occlusal adjustment is a Covered Service once in any five-year period.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,500 per person total per Benefit Year on all services except orthodontic services. \$1,000 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible – \$50 Deductible per person total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, periodontal maintenance and orthodontic services.

Waiting Period – Enrollees who are eligible for Benefits are covered on the first day of the month following the Plan participation requirements as defined in the Appendix of each Meijer Team Summary Plan Description as long as the Meijer Team Member completes a written application for participation and delivers to the Plan Administrator within 30 days after the Team Member becomes eligible to participate.

Eligible People – Each full-time and part-time Team Member will be eligible to participate in the Plan after completing a period of Service with the Meijer Company located in Michigan, Ohio, Indiana, Illinois, or Kentucky, provided the Team Member is actively working on the date coverage is scheduled to begin, and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable. The required period of service is described in the Appendix of the Meijer Health Benefits Plan, Summary Plan Description provided to each Team Member.

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled and your domestic partner as defined by the contractor.

For a complete listing of Eligible Dependent requirements, please refer to the Summary Plan Description and Plan Document for the Meijer Health Benefits Plan.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Delta Dental will use a carve-out method of coordinating benefits. If the patient has other coverage and that coverage has a higher priority than this plan, this plan's payment for covered services will equal the amount payable under this plan minus the amount paid by the primary carrier. This plan's payment will not exceed the amount that would have been paid in the absence of any other plan.

Benefits will cease on the last day of the month in which the employee is terminated.

I. Delta Dental PPO Certificate

Delta Dental Plan of Michigan, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Subscriber. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and Meijer.

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

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA
President and CEO
Delta Dental Plan of Michigan, Inc.

II. Definitions

Adverse Benefit Determination

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

Benefit Year

The calendar year, unless your employer or organization elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.)

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and Meijer.

Children or Child

The eligibility and definition of children are determined by Meijer. Refer to your Summary Plan Description and Plan Document for the Meijer Health Benefits Plan for eligibility requirements.

Completion Dates

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

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

Control Plan (Delta Dental)

Delta Dental acts as the Control Plan for your contract. The Control Plan will provide all claims processing, service, and administration for your group. The Control Plan is referred to as Delta Dental in this document.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental PPO (Point-of-Service)

Delta Dental's national preferred provider organization program that can reduce your out-of-pocket expenses if you receive care from a Delta Dental PPO Dentist. This program has back-up coverage through Delta Dental Premier when treatment is received from a Non-PPO Dentist.

Delta Dental Premier®

Delta Dental's national managed fee-for-service dental benefits program.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO. PPO Dentists agree to accept Delta Dental's payment and your Copayment, if any, as payment in full for Covered Services.
- ◆ **Delta Dental Premier Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier. Premier Dentists agree to accept Delta Dental's payment and your Copayment, if any, as payment in full for Covered Services.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO or Delta Dental Premier.
- ◆ **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists

are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Premier Dentists are sometimes collectively referred to herein as "**Participating Dentists.**" Wherever a definition or provision of this Certificate differs from another state's Delta Dental Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as "**Non-PPO Dentists.**"

Eligible Dependent(s)

For a complete listing of Eligible Dependent requirements, please refer to the Summary Plan Description and Plan Document for the Meijer Health Benefits Plan.

Eligible Person(s)

Any Subscriber or Eligible Dependent with coverage under This Plan.

Maximum Approved Fee

A system used by Delta Dental to determine the approved fee for a given procedure for a given Participating Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:

- ◆ The Submitted Amount
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.
- ◆ The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.

Delta Dental may also approve a fee under unusual circumstances.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Plan Year or lifetime for Covered Services. (See the Summary of Dental Plan Benefits.)

Meijer

Meijer, Inc., Meijer Stores Limited Partnership and Meijer Great Lakes Limited Partnership, plus any other related or successor employer that adopts This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by Meijer, during which an Eligible Person may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

Plan Year

January 1 through December 31.

Post-Service Claims

Claims for Benefits that are not conditioned on your seeking advance approval, certification, or authorization to receive the full amount for any Covered Services. In other words, Post-Service Claims arise when you receive the dental service or treatment before you file a claim for Benefits.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.

Premier Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

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

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

Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of claims. The Processing Policies may be amended from time to time.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Eligible Dependents for the difference between this amount and the amount Delta Dental approves for the treatment.

Subscriber

You, the eligible team member. This dental benefit applies to all eligible team members of Meijer, including those living outside Michigan. When you are eligible to enroll for health care coverage, Meijer will provide you with instructions on how to

enroll. Meijer notifies Delta Dental that you are eligible to receive dental benefits under This Plan.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

This Plan

The dental coverage under the Meijer Health Benefits Plan, as further established for Eligible Persons pursuant to this Certificate.

III. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental PPO Dentist. PPO Dentists agree to accept payment according to the PPO Dentist Schedule and, in most cases, this results in a reduction of their fees. Your Summary of Dental Plan Benefits may also show that your Copayments or Deductibles are higher for Covered Services from a Non-PPO Dentist.

If the Dentist you select is not a PPO Dentist, you will still be covered, but you may have to pay more.

- ◆ If you go to a Non-PPO Dentist who participates in Delta Dental Premier, you will be responsible for any Copayment or Deductible up to the Maximum Approved Fee.
- ◆ If you choose a Dentist who does not participate in either program, you will be responsible for any difference between the Nonparticipating Dentist Fee and the Dentist's Submitted Fee, in addition to any Copayment or Deductible.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalMI.com or call (800) 524-0149.

IV. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.

Only eligible, enrolled team members (Subscribers) and their enrolled Eligible Dependents may access dental benefits.

2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at (800) 524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
 - a. The Subscriber's full name and address
 - b. The Subscriber's Member ID number
 - c. The name and date of birth of the person receiving dental care
 - d. The group's name and number

Notice of Claim Forms

Delta Dental does not require special claim forms. However, most dental offices have claim forms available. Participating Dentists will fill out and submit your dental claims for you.

Mail claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all claims under This Plan are Post-Service Claims. All claims for Benefits must be filed with Delta Dental within

one year of the date the services were completed. Once a claim is filed, Delta Dental will decide it within 30 days of receiving it. If there is not enough information to decide your claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the claim, and (d) inform you or your Dentist that the information must be received within 45 days or your claim will be denied. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to decide your claim. If you or your Dentist does not supply the requested information, Delta Dental will have no choice but to deny your claim. Once Delta Dental decides your claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Claims Appeal Procedure section). You should contact the Meijer HR Contact Center at (800) 346-8281, call Delta Dental's Customer Service department, toll-free, at (800) 524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. While in some circumstances your Dentist is treated as your authorized representative, generally Delta Dental only recognizes the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Human Resources department or call Delta Dental's Customer Service department, toll-free, at (800) 524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box

9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the group's name and number, the Subscriber's Member ID number, and your daytime telephone number.

V. How Payment is Made

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will usually send payment to you, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

VI. Benefit Categories

Important

A description of various dental services that can be selected for dental benefits is included below. **ONLY the dental services listed in your Summary of Dental Plan Benefits are covered by This Plan.** Covered Services are also subject to exclusions and limitations. You will want to review this section of this Certificate carefully.

Diagnostic and Preventive Services

Diagnostic and Preventive Services

Services and procedures to determine your dental health or to prevent or reduce dental disease.

These services include examinations, evaluations, prophylaxes (cleanings), periodontal maintenance (cleanings by a specialist), space maintainers, sealants, and fluoride treatments.

Brush Biopsy

Oral brush biopsy procedure and laboratory analysis used to detect oral cancer.

Using this diagnostic procedure, Dentists can identify and treat abnormal cells that could become cancerous, or they can detect the disease in its earliest and most treatable stage.

Radiographs

X-rays as required for routine care or as needed to diagnose the condition of your teeth.

Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain.

Basic Services

Oral Surgery Services

Extractions and dental surgery, including pre-operative and post-operative care.

Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals).

Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth.

Relines and Repairs

Relines and repairs to partial dentures and complete dentures, and repairs to bridges.

Restorative Services

Services to rebuild and repair your teeth damaged by disease, decay, fracture, or injury. Restorative services include:

- ◆ Minor restorative services, such as amalgam (silver) fillings and composite resin (white) fillings.
- ◆ Major restorative services, such as crowns, used when teeth cannot be restored with another filling material.

Major Services

Prosthodontic Services

Services and appliances that replace missing natural teeth (such as bridges, implants, partial dentures, and complete dentures).

Orthodontic Services

Services, treatment, and procedures to correct malposed or misaligned teeth (such as braces).

Other Benefits

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

VII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for the same will be your responsibility (though your payment obligation may be satisfied by insurance or some other arrangement for which you are eligible):

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act; that is, Medicaid.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services started or appliances started before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless

- medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, and histopathological examinations.
 8. Charges for failure to keep a scheduled visit with the Dentist.
 9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
 10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
 11. Services or supplies, as determined by Delta Dental, which are specialized techniques.
 12. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
 13. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional, as determined by Delta Dental, under the scope of his or her license as permitted by applicable state law.
 14. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.
 15. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
 16. Services or supplies received due to an act of war, declared or undeclared.
 17. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
 18. Services or supplies that are not within the categories of Benefits selected by Meijer and that are not covered under the terms of this Certificate.
 19. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
 20. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
 21. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
 22. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
 23. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
 24. Prefabricated crowns used as final restorations on permanent teeth.
 25. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the contract between Delta Dental and Meijer.
 26. Paste-type root canal fillings on permanent teeth.
 27. Chemical curettage.
 28. Services associated with overdentures.
 29. Metal bases on removable prostheses.
 30. The replacement of teeth beyond the normal complement of teeth.
 31. Personalization or characterization of any service or appliance.
 32. Temporary crowns used for temporization during crown or bridge fabrication.
 33. Posterior bridges in conjunction with partial dentures in the same arch.
 34. Precision attachments and stress breakers.
 35. Bone replacement grafts.
 36. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
 37. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
 38. Myofunctional therapy.
 39. Mounted case analyses.
- Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists for the following are your responsibility:**

1. The completion of forms or submission of claims.
2. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
3. Local anesthesia.
4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
5. Infection control.
6. Temporary, interim, or provisional crowns.
7. Gingivectomy as an aid to the placement of a restoration.
8. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
9. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
10. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
11. Post-operative X-rays, when done following any completed service or procedure.
12. Periodontal charting.
13. Pins and preformed posts, when done with core buildups for crowns, onlays, or inlays.
14. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
15. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
16. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
17. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
18. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
19. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
20. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
21. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of your group, any dental plan:

1. Bitewing X-rays are payable once per calendar year for people under age 15 and once in any two calendar years for people age 15 and older. Panoramic or full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
2. Any combination of teeth cleanings (prophylaxes, full mouth debridement and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable only once in a lifetime. People with certain high-risk medical conditions may be eligible for additional prophylaxes or fluoride treatment. You should talk with your dentist about treatment.
3. Oral examinations and evaluations are only payable twice per calendar year, regardless of the Dentist's specialty.
4. Patient screening is payable once per calendar year.
5. Preventive fluoride treatments are payable twice per calendar year for people up to age 19.
6. Space maintainers are payable for people under age 14.
7. Sealants are payable once per tooth in any five-year period for permanent bicuspids and first and second permanent molars for people from age 5 to age 16. The surface must be free from decay and restorations.
8. Crowns, onlays, inlays, and substructures are payable once per tooth in any seven-year period.
9. Composite resin restorations are payable for posterior (back) teeth.

10. Crowns, onlays, and inlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture.
11. Veneers are payable on incisors, cuspids, and bicuspids once per tooth per seven-year period for children ages 8 through 19.
12. Crowns over implants are payable once per tooth in any seven-year period at the prosthodontic benefit level.
13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.
14. An occlusal guard is payable once in any two-year period.
15. An interim partial denture is payable only for the replacement of permanent anterior teeth for people under age 17 or during the healing period for people age 17 and over.
16. Prosthodontic Services limitations:
 - a. Full and partial dentures are payable once in any seven-year period.
 - b. Bridges and substructures are payable once in any seven-year period.
 - c. Fixed bridges and removable cast partial dentures are not payable for people under age 16.
 - d. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
 - e. Implants and implant related services are payable once per tooth in any seven-year period.
17. Orthodontic Services limitations:
 - a. Orthodontic Services are payable for Eligible Persons up to age 20.
 - b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
 - c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
 - d. An observation and adjustment is payable twice in a 12-month period.
18. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a claim for those services within one year of the date of service.
19. When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.
20. Care terminated due to the death of an Eligible Person will be paid to the limit of Delta Dental's liability for the services completed or in progress.
21. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance. Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.
 - a. Plastic, resin, porcelain fused to metal, and porcelain crowns on posterior teeth - Delta Dental will pay only the amount that it would pay for a full metal crown.
 - b. Overdentures - Delta Dental will pay only the amount that it would pay for a conventional denture.
 - c. All-porcelain/ceramic bridges - Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
 - d. Implant/abutment supported complete or partial dentures - Delta Dental will pay only the amount that it would pay for a conventional denture.
 - e. Gold foil restorations - Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
 - f. Stainless steel crowns with esthetic facings, veneers or coatings - Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

22. Maximum Payment:
 - a. The maximum Benefits payable in any one Plan Year will be limited to the Maximum Payment stated in the Summary of Dental Plan Benefits.
 - b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime Maximum Payment stated in the Summary of Dental Plan Benefits.
23. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
24. Processing Policies may limit Delta Dental's payment for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Eligible Persons for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of your group, any dental plan:

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. Five limited occlusal adjustments are payable in any five-year period. The fee for a limited occlusal

adjustment includes all adjustments that are necessary for a six-month period.

8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. Processing Policies may limit Delta Dental's payment for services or supplies.

VIII. Coordination of Benefits

When an Eligible Person has dental benefits under more than one plan, Coordination of Benefits (COB) rules apply to determine the order of payment and which plan pays primary. The COB rules for the dental benefit as well as all health benefits under This Plan are set forth in the Meijer Health Benefits Plan/SPD

How Delta Dental Pays as Primary Plan

When Delta Dental is the primary plan, it will pay for Covered Services as if you had no other coverage.

How Delta Dental Pays as Secondary Plan

When Delta Dental is the secondary plan, it will pay for Covered Services based on a non-duplication of benefits. This means that payment will equal the amount payable under This Plan minus the amount paid by the primary carrier. It will not pay more than that amount, and it will not pay more than it would have paid as the primary plan. However, Delta Dental may pay less than it would have paid as the primary plan.

When Benefits are reduced as described above, each Benefit is reduced in proportion. Benefits are then charged against any applicable benefit limit of This Plan.

Right to Receive and Release Needed Information

Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person.

Delta Dental need not tell or get the consent of any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to pay the claim.

Facility of Payment

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

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

Right of Recovery

If Delta Dental pays more than it should have paid under this COB provision, it may recover the excess from one or more of:

1. The people it has paid or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

Payment includes the reasonable cash value of any benefits provided in the form of services.

IX. Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your claim, you or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, (800) 524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. Delta Dental

provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to recheck its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

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

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

**Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916**

Please include your name and address, the Subscriber's Member ID, the reason why you believe your claim was wrongly denied, and any other information you believe supports your claim. You also have the right to review the contract between Delta Dental and Meijer and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

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

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with

appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 30 days of receipt of your request. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your claim free of charge. This notice will also contain a description of any additional materials necessary to complete your claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

If you disagree with This Plan's determination of your first level of appeal, you may submit a request for a second level of appeal. The request must be submitted in writing to the address specified in the letter providing notification of the determination of the first level of appeal within 45 calendar days after you receive the determination of the first level of appeal. Again, please provide all documentation, records and comments that you feel support your position. Delta Dental and Meijer, as the Plan administrator, will review the second level of

appeal and will provide a written determination within 15 days for Pre-Service Claims and within 30 days for Post-Service Claims. This is This Plan's final determination regarding your request for review.

If you disagree with the second level of appeal determination, you may bring a civil action under Section 502(a) of the federal law known as ERISA to obtain your benefits. Meijer, as Plan administrator, has established a Benefit Review Committee in connection with this Plan. Instead of or before bringing a civil action, you can request a voluntary level three appeal to the Benefit Review Committee. The request must be submitted in writing to the Benefit Review Committee (at the address specified in the letter providing notification of the determination of the second level of appeal) within 45 calendar days after you receive the determination of the second level of appeal.

The Benefit Review Committee will provide you with a written determination within 45 days of receipt of your request for a voluntary third level of appeal. If your request for a third level appeal is denied, a civil action may be brought no later than one year after you are sent a written notice denying the final level of Plan appeal (including any voluntary third level appeal) concerning a claim.

X. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- ◆ When Meijer advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which Meijer has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any claim.
- ◆ For your Children, when they no longer qualify as an Eligible Dependent.
- ◆ For any other reason stated in the contract between Delta Dental and Meijer.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by Meijer. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget

Reconciliation Act of 1985 or comparable, non-preempted state law (“COBRA”). Refer to the Meijer Health Benefits Plan/SPD for additional termination guidelines.

XI. Continuation of Coverage

If Meijer is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and your coverage would otherwise end, you and your Eligible Dependents may have the right to continue coverage in the medical and dental plans sponsored by Meijer, at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Eligible Dependent’s coverage would otherwise end.

If you believe you are entitled to continuation coverage, you should refer to The Meijer Health Benefits Plan/SPD to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 (“ERISA”).

XII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Eligible Persons and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

If Delta Dental provides Benefits under this Certificate and you have a right to recover damages from another, Delta Dental is subrogated to that right. You or your legal representative must do whatever is necessary to enable Delta Dental to exercise its rights and do nothing to prejudice them. See The Meijer Health Benefits Plan/SPD for details.

Obtaining and Releasing Information

While you are an Eligible Person, you agree to provide Delta Dental with any information it needs to process your claims and administer your

Benefits. This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Eligible Persons are free to choose any Dentist. Each Dentist maintains the dentist-patient relationship and is solely responsible to the patient for dental advice and treatment and any resulting liability.

Loss of Eligibility During Treatment

If an Eligible Person loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental’s payment and the total fee for those services is your responsibility.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed.

Change of Certificate or Contract

No agent has the authority to change any provisions in this Certificate or the provisions of the contract on which it is based. No changes to this Certificate or the underlying contract are valid unless Delta Dental approves them in writing.

Change of Status

You must notify Delta Dental, through Meijer, of any event that changes the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent are described in the Meijer Health Benefits Plan/SPD.

Governing Law

This Certificate and the underlying group contract will be governed by and interpreted under the laws of the state of Michigan, to the extent not preempted by the federal law known as ERISA.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to your acts or acts of your Eligible Dependents, it may recover that payment from you or your Eligible Dependents. You and your Eligible Dependents authorize Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Eligible Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Eligible Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

(800) 524-0147
