

TERMS CONDITIONS LIMITATIONS AND EXCLUSIONS

Agreement

The Plan is a discount dental program and not a dental insurance program. This Contract is a legal contract between you and Primary Dentist. As used in this Contract the word "you" shall include the Principal Member, spouse and dependent children. Your approved Application, this Contract and its attachments include all the agreements between you and Primary Provider relating to the Plan. You cannot transfer this Contract to another person.

Primary Dentist

Primary Dentist is directly obligated to you to perform the dental services covered by the Plan only in the office(s) of the Primary Dentist. ADAP administers the Plan but it does not regulate or control Primary Dentist's performance of dental services and does not assume any liability for Primary Dentist's failure to provide dental services to you under this Contract, or for any act or omission by Primary Dentist in doing so, or for any other breach of Primary Dentist's obligations to you. ADAP will not indemnify you for costs or expenses incurred in connection with dental services rendered by Primary Dentist.

ADAP Network

Your Primary Dentist participates in the dental network organized by ADAP. Dental services covered by the Plan are available to you only through dentists that participate in the ADAP network. Dental service provided to you by dentists who do not participate in the ADAP network, are not covered by the Plan. Your Primary Dentist may not provide all of the dental services covered by the Plan in his/her office. It is your responsibility to ask your Primary Dentist if he/she provides a dental service at the time when you request service. If your Primary Dentist does not provide the dental service you request, or if you desire to obtain dental services from another dentist who participates in the ADAP network, you must obtain a *Change of Primary Dentist* form from your Primary Dentist. The participating dentist that you choose as your new Primary Dentist must agree to accept you as a patient. You may change your primary dentist two times during the membership year without the permission of ADAP.

Dental Services

Subject to the all terms, conditions, limitations and exclusions in this Contract, you are entitled to receive in the Primary Dentist's office(s) the dental services listed in the Schedule of Dental Services attached to this Contract.

Member Discounts

Discounts applicable to dental services are shown on the attached Schedule of Dental Services. Member discounts are based on the usual and customary rates (UCR) established by ADAP and accepted by primary Dentist for dental services covered by the Premium Plus Plan. You can review a current UCR list at the office(s) of Primary Dentist during normal business hours. Usual and customary rates (UCR) are subject to change by ADAP without notice to you.

Membership Type

If you have Single Membership, only you are entitled to dental services. If you have Couple Membership, you and your legal spouse are entitled to dental services. If you have Family Membership, you, your legal spouse, and your dependent children (not to exceed two in number) are entitled to Dental Services. Dependent children must be not more than twenty-two years of age, unmarried, and live in your household. You may add additional dependent children to your Family Membership by paying a monthly surcharge of \$12 per child.

Newly Born Children

If you have Family Membership, your newly born children are entitled to dental services from the instant of birth to the same extent that such coverage applies to your other dependent children. However, if your newly born child causes the number of your dependent children to exceed four, you must notify ADAP within thirty-one (31) days after the date of birth and pay a monthly surcharge of \$12 for the child. If you failed to do so, the entitlement of your newly born child to dental services will not continue beyond this thirty-one (31) day grace period.

Membership Fees

Your monthly membership fees and any applicable surcharges will be collected electronically (in the manner selected by you) on the 5th of every month, or the first business day thereafter, should the 5th fall on a weekend or holiday. Membership fees are non-refundable. If electronic transfer does not occur for any reason (i.e. insufficient funds, closed account, stop payment, etc), your right to receive dental services shall cease until payment is made, in full, to ADAP. A \$30.00 service charge will be charged to your account. You must make payment by a separate certified payment (i.e. cash certified check) for the defaulted membership fees and the service charge.

Co-Payments

Co-payments are due upon completion of dental service.

Missed Appointments

You will be charged a \$30.00 surcharge for appointments missed or broken without 24-hour prior notice.

No Coordination of Benefits

Other potential or actual duplicate or coordination of benefits coverage may not be coordinated with the dental services covered by the Plan.

Review and Mediation of Complaints

If you have a complaint concerning the quality of care, you may obtain review and mediation of your complaint from the Dental Association in your state. The procedures you must follow in submitting a complaint for review are available through ADAP.

Term and Termination

This Contract commences on the Effective Date. This Contract remains in effect for an initial term of twelve (12) months and will be automatically renewed for successive terms of twelve (12) months each on the same terms. You cannot cancel this Contract during the initial term without Primary Dentist's prior written consent. Primary Dentist may terminate your contract at any time and without notice for abuse, failure to pay membership fees, surcharges, or co-payments. Either Primary Dentist or you may terminate this Contract at any time, without cause, after the end of the initial term by the giving of thirty (30) days prior written notice.

Specialist Services

This Contract covers those specialist services (i.e. Orthodontics, Oral Surgery, Endodontics, Periodontics and Pedodontics) at a 15% discount to the Specialist's private fee. If your Primary Dentist does not provide all of the services as listed, he/she will refer you to another participating dentist or specialist. After the referral has been made by your Primary Dentist, you are responsible for scheduling an appointment with the other dentist or specialist.

Limitations and Exclusions

Your right to receive dental services under the Plan is subject to the following limitations and exclusions:

- The maximum amount of discounted dental services that you are entitled to receive under the Plan during each membership year of this Contract is limited to \$2,000 for you, \$2,000 for your spouse, and \$2,000 for each of your dependent children.
- Prophylaxis (cleaning) is limited to one treatment every six (6) months.
- Fluoride treatments are limited to one treatment every six (6) months for each of your dependent children under the age of eighteen (18) years.
- Denture or partial reline treatments are limited to one treatment during each calendar year for you, for your spouse, and for each of your dependent children.
- Dentures, partials, crowns, bridges, or other appliances will be replaced only if your Primary Dentist determines that they are unsatisfactory and cannot be made satisfactory by realignment or repair.
- Dentures, partials, crowns, bridges, or other appliances, if installed after the Effective Date, can be replaced only one time during the five (5) year period after the original installation.
- Crowns are covered only if Primary Dentist determines that there is not enough retentive quality left in a tooth to hold a filling.
- Any dental procedures in progress on the Effective Date are excluded (i.e. teeth prepared for crowns, root canals in progress, etc).
- Any dental procedures performed either before the Effective Date or after this contract has terminated are excluded.
- Any dental services that are not performed in the office(s) of Primary Dentist are excluded (i.e. patient is physically unable to visit the office, etc).
- Replacement of a filling which Primary Dentist has determined is sound is excluded.

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- Any dental service provided to you under a Federal, state or governmental agency, or any dental services provided without cost to you by such agency is excluded.
- Bleaching of teeth for cosmetic purposes is excluded. Teeth whitening with "Crest Whitestrips" receives a 25% benefit coverage, one kit for each member, per calendar year.
- Replacement of lost or stolen dentures, partials or other appliances is excluded.
- Any dental procedure, appliance, or restoration to correct a congenital, developmental, or medically induced dental disorders, including but not limited to, treatment of myo-functional, myo-skeletal, or temporomandibular joint dysfunction (TMJ) is excluded.
- Any dental procedures related to injuries, which are intentional and self-inflicted by you, are excluded.
- Any dental procedures not listed as a covered dental service in the attached Schedule of Dental Services, including but not limited to, general anesthesia, the services of an anesthesiologist, prescription medications, nitrous oxide, implants are excluded.
- Any dental treatments required by reason of war, hospital and medical charges of any kind, accidents or trauma to the mouth, surgery of fractures and dislocations, emergency treatments, and the treatment of malignancies are excluded.

Special Conditions

This section contains special conditions that apply to this Contract.

- This Contract contains the complete agreement between the parties and is not valid unless signed by the authorized representative of ADAP on behalf of the Primary Provider. No changes or waivers may be effected except as provided in this Contract.
- The member and dependent information you provided in your application is subject to verification by Primary Provider. Primary Provider may cancel this Contract if any of the information is incorrect or if your bank account is or becomes ineligible for the authorization of pre-arranged monthly payments.
- Any provision of this Contract that conflicts with any state statute is hereby amended to conform to the minimum requirements of the state statute.