

Your Dental Care Benefits

A Guide to Your Blue Dental PlusSM Coverage

Blue Cross and Blue Shield of New Mexico,
a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent
Licensee of the Blue Cross and Blue Shield Association

A message from

BLUE CROSS AND BLUE SHIELD OF NEW MEXICO

Welcome to your Dental Plan. Like most people, you probably have many questions about your coverage. This Benefit Booklet contains a great deal of information about the services and supplies for which Benefits will be provided under your Dental Plan. Please read your entire Benefit Booklet very carefully. We hope that most of the questions you have about your coverage will be answered. If you have any questions once you have read this Benefit Booklet, call us at the number listed on the back of your Identification Card.

This is your Contract of dental care and services. You have the right to return this Dental Plan for any reason within 30 days of its delivery and have any paid premiums refunded, if Claims have not already been paid. This Dental Plan cannot be cancelled by you or BCBSNM during a coverage period, except for non-payment of premiums or for fraud or material misrepresentation made in any statement, application, Claim, or other form submitted to obtain this dental coverage and any of its Benefits.

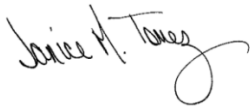
The issuance of this Dental Plan to you certifies that BCBSNM has accepted your application and that you, the Subscriber, named on the Identification Card, are entitled to the Benefits set forth in this Benefit Booklet.

The *Definitions* section will explain the meaning of many of the terms used in this Benefit Booklet. All terms used in this Benefit Booklet, when defined in the *Definitions* section, begin with a capital letter. Whenever the term “you” or “your” is used, we mean the Subscriber named on the Identification Card. Whenever the term “we,” “us,” or “ours” is used, it means BCBSNM.

BCBSNM may change the Benefits described in this Benefit Booklet. If that happens, BCBSNM will notify you of those changes.

Welcome to Blue Cross and Blue Shield of New Mexico! We are very happy to have you as a Member and pledge you our best service.

Sincerely,



Janice Torrez, President
Blue Cross and Blue Shield of New Mexico

2014 Excepted Benefit Plans Disclosure:

This type of plan is NOT considered “minimum essential coverage” under the Affordable Care Act and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a tax penalty. Please consult your tax advisor.

IMPORTANT NOTICE

1. Cost-sharing and Benefits limitations for an emergency Dental Service rendered by a Non-Contracting Dentist shall be the same as if rendered by a Contracting Dentist. Neither Predetermination of Benefits nor Prior Authorization is required for either emergency Clinical oral examinations or palliative treatment (emergency) of dental pain.
2. Cost-sharing and Benefits limitations for a Medically Necessary, non-emergent Dental Service rendered by a Non-Contracting Dentist at a participating Facility where the covered person has no ability or opportunity to choose to receive the service from a Contracting Dentist shall be the same as if the service was rendered by a Contracting Dentist.

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THINGS YOU SHOULD KNOW

This Benefit Booklet describes the Benefits available to Subscribers of this Dental Plan. If after reading it, you still have questions, please contact BCBSNM Dental Customer Service.

Coverage under this Dental Plan will continue at force at the option of you, the Subscriber. However, BCBSNM may non-renew or discontinue coverage for the following reasons:

- Non-payment of premiums;
- Fraud;
- Termination of the coverage, or all coverage, in the individual market; or
- Relocation outside the geographic area (Network Service Area) designated by the Dental Plan.

SCHEDULE OF BENEFITS

A *Schedule of Benefits* is included with your Member materials that shows the Benefit Period Maximum amount, Deductible requirements, and the percentage of the Allowable Charge that the Dental Plan will pay for a Covered Service. You will receive a new *Schedule of Benefits* if changes are made to this Dental Plan.

LOOKING UP INFORMATION

This Benefit Booklet is designed to make it easy for you to determine your Benefits. For example, if you need to know the Benefit for an x-ray, turn to *Covered Services*. The *Diagnostic Radiographs* subsection defines the Benefits for an x-ray. The subsection also lists the most important limitations and Exclusions to that service. *Limitations and Exclusions* lists other limitations and Exclusions which **apply to all services, whether these items are listed separately within any subsection of the *Covered Services* section.**

CURRENT DENTAL TERMINOLOGY (CDT)

When classifying a certain dental service, BCBSNM Benefit Booklet language reflects the most recent edition of a manual published by the American Dental Association entitled *Current Dental Terminology and Procedure Codes*. The Allowable Charge for a Covered Service will be based on the most inclusive code, determined by BCBSNM, in *Current Dental Terminology and Procedure Codes*. (No Benefits will be provided for procedures which are components of a more inclusive code.) BCBSNM's dental processing procedures will be automatically updated as new codes are implemented by the American Dental Association.

CUSTOMER SERVICE

If you have any questions about your coverage, call a BCBSNM Dental Customer Advocate. For your convenience, the toll-free customer service numbers are printed at the bottom of every page in this Benefit Booklet.

Dental Administrative Offices
PO Box 660247
Dallas, TX 75266-0247
Hours: 8:30 A.M. to 5:00 P.M.
Central Time Monday - Friday
Phone number: 1-877-587-6623

Resource	Contact Information	Accessible Hours
Dental Administrative Offices	1-877-587-6623	Monday – Friday 8:30 a.m. – 5:00 p.m. (hours are subject to change)
Address	PO Box 660247 Dallas, TX 75266-0247	
Website	www.bcbsnm.com	24 hours a day 7 days a week

HOW THIS DENTAL PLAN WORKS

BENEFIT PAYMENT FOR DENTAL SERVICES

This Dental Plan offers its Subscribers freedom of choice and comprehensive coverage from BCBSNM. The services that a Dentist may perform depend upon what the Dentist is licensed or certified to do, and whether this Dental Plan recognizes the Dentist as eligible for payments.

Participating Dentist Network - BCBSNM Subscribers have access to thousands of Participating Dentists nationwide. Here's how using a Participating Dentist can benefit you:

- A Participating Dentist will file your Claims for you;
- Payment for Covered Services you receive will be sent directly to the Participating Dentist; and
- You pay only the Deductible and/or Coinsurance amount (if any) that apply to your Covered Services. **If your Participating Dentist charges more than the Allowable Charge for Covered Services, you are not responsible for the difference.**

HOW YOUR DENTAL COVERAGE WORKS

This dental coverage is designed to give Subscribers some control over the cost of their own dental care. Subscribers continue to have complete freedom of choice as to the Dentist they wish to use. However, your coverage offers considerable financial advantages to Subscribers whenever they use a Participating Dentist.

This coverage operates around a group of Dentists who have agreed to charge no more than a reasonable, predetermined fee for their services. When Subscribers use these Participating Dentists, they will have less out-of-pocket expense. **In contrast, when care is received from an Out-of-Network Dentist, your coverage may be subject to a lower Benefit level. Refer to the *Schedule of Benefits* for additional details regarding your coverage.**

SELECTING A DENTIST

To locate a Participating Dentist, please call Customer Service at the number shown on your Identification Card. Before choosing a Dentist, you may want to check your ***Dental Network Provider Directory*** or visit the BCBSNM website at www.bcbsnm.com. If you do not have a current directory and would like a hard copy, contact BCBSNM Dental Customer Service for a list of Participating Dentists.

Although a directory is current as of the date published, it is subject to change without notice. To verify a Dentist's current status with your Dental Plan, contact a BCBSNM Dental Customer Advocate. Your Dentist choice - Participating or Out-of-Network - may make a difference in the amount you pay. If you need to access services outside of New Mexico, please call Customer Service at the number shown on your Identification Card. You can also view the Provider Directory online at www.bcbsnm.com.

ALLOWABLE CHARGE

To take full advantage of the negotiated pricing arrangements in effect between BCBSNM and our network of Participating Dentists, you should use Participating Dentists whenever possible. Using a Participating Dentist offers the following advantages:

Participating Dentists have agreed to hold the line on dental care costs by providing special prices for our Subscribers. A Participating Dentist will accept this negotiated price (called the ***Allowable Charge***) as payment for Covered Service. This means that, if a Participating Dentist bills you more than the Allowable Charge for Covered Services, ***you are not responsible for the difference.***

BCBSNM will calculate your Benefits based on this ***Allowable Charge***. We will deduct any charges for services which aren't eligible under your coverage, then subtract your Deductible or Coinsurance amounts which may be applicable to your Covered Dental Services. We will then determine your Benefits under this Contract and direct any payment to your Participating Dentist.

If you use an Out-of-Network Dentist, you will be responsible for the following:

- Charges for any services which are not covered under this Dental Plan;
- Any Deductible and/or Coinsurance amounts which are applicable to your coverage; and

- The difference, if any, between the Dentist’s “billed charges” and the Allowable Charge for Covered Services.

Your coverage may include a higher Deductible and/or Coinsurance percentage for services you receive from an Out-of-Network Provider (check the *Schedule of Benefits* issued with this Dental Plan).

BENEFIT PERIOD/POLICY YEAR

Some Benefits are limited to a specific dollar amount or number of services or visits allowed during a Benefit Period.

Your Benefit Period is a Calendar Year, which begins on January 1 and ends on December 31 of the same year. The initial Benefit Period is from your Effective Date of coverage and ends on December 31, which may be less than 12 months.

BENEFIT PERIOD MAXIMUM

The Benefit Period Maximum is the maximum dollar amount BCBSNM will pay for all Covered Services for each Member during a Benefit Period according to the terms of this Benefit Booklet and the coverage outlined in the *Schedule of Benefits*. Each Subscriber’s Benefit Period Maximum amount is given on the *Schedule of Benefits*.

DEDUCTIBLE REQUIREMENTS

The Deductible amounts for each Subscriber are shown on the *Schedule of Benefits*. The Deductible is the amount that each Subscriber must pay for Covered Services received during a Benefit Period before this Dental Plan begins paying its percentage of the Allowable Charge for Covered Services. The amount applied to the Deductible for a Covered Service cannot exceed the Allowable Charge for the Covered Service.

COINSURANCE PERCENTAGE

The Coinsurance percentage is the percentage of a covered charge that is your responsibility to pay for Covered Services. For Covered Services that are subject to Coinsurance, you pay the percentage (indicated on your *Schedule of Benefits*) of BCBSNM’s covered charge after the Deductible, if required, has been met.

For each Covered Service, and after the Subscriber has met the Deductible (if applicable), this Dental Plan covers a certain percentage (specified on the Subscriber’s *Schedule of Benefits*) of the Allowable Charge for the Covered Service. When a Covered Service is received from a Participating Provider, the Subscriber pays only the Deductible and/or Coinsurance amount applicable to that service. When a Covered Service is received from an Out-of-Network Provider, the Subscriber also is responsible for the amount charged by the Out-of-Network Provider that exceeds the Allowable Charge for the Covered Service.

OUT-OF-POCKET MAXIMUM

Once an Out-of-Pocket Maximum is paid, this Dental Plan will begin paying 100 percent of any Covered Charges received by such Subscriber(s) from a Participating Dentist for the rest of that Benefit Period, not to exceed any applicable Benefit maximums.

CARE BY MORE THAN ONE DENTIST

Benefits will be provided to only one Dentist for any given Course of Treatment. There will be no duplication of Benefits due to a change of Dentists in the middle of a Course of Treatment.

PRETREATMENT ESTIMATE OF BENEFITS AND TREATMENT PLANS

A Pretreatment Estimate is a determination by BCBSNM before you receive certain specified services that such services are Medically Necessary and/or in compliance with the provisions of this Dental Plan. It identifies this Dental Plan’s **estimated** financial liability **before** treatment is started. Such estimates are subject to change, according to the terms of your coverage, and may include an allowance for alternate Benefits (see “Alternate Benefits” later in this section).

If your Dentist recommends a Course of Treatment that will cost more than \$300, your Dentist should prepare a Claim form describing the Course of Treatment, copies of necessary x-rays, photographs and models, and an estimate of the charges prior to your beginning the Course of Treatment. BCBSNM will review the report and

materials, taking into consideration alternative adequate Courses of Treatment, and will notify you and your Dentist of the estimated Benefits that will be provided (i.e., a “Pretreatment Estimate of Benefits”). This is **not** a guarantee of payment, but an estimate of the Benefits available for the proposed services to be rendered. BCBSNM’s Pretreatment Estimates of Benefits are valid for 180 days, provided all eligibility and Contract requirements are met. If the approved procedure is not done within that time period, or if the patient’s condition changes, you are responsible for asking the Dentist to submit another request and Course of Treatment, along with the required current documentation. A new Pretreatment Estimate of Benefits must then be issued by BCBSNM. Mail the Pretreatment Estimate of Benefits requests and Course of Treatment forms to:

Blue Cross and Blue Shield of New Mexico
Dental Administrative Offices
PO Box 660247
Dallas, TX 75266-0247

TIMELINESS OF DETERMINATIONS

BCBSNM shall make all Pretreatment Estimate of Benefits determinations as required by the exigencies of the situation and in accordance with sound medical principles, and in no more than 5 business days. If after 5 business days BCBSNM does not expect to be able to complete the determination due to unforeseen circumstances or missing information, BCBSNM shall inform the Member or their Provider of the circumstances or the information missing and the need to extend the determination timeframe.

ALTERNATE BENEFITS

If more than one Covered Service will treat a dental condition, payment is limited to the least costly service provided it is a professionally accepted, necessary and appropriate treatment, as determined by BCBSNM. If you or your Dentist requests or you accept a more costly Covered Service, you are responsible for expenses that exceed the amount covered for the least costly service.

BENEFIT PAYMENT FOR DENTAL SERVICES

The Benefits provided by BCBSNM and the expenses that are your responsibility for your Covered Services will depend on whether you receive services from a Participating or Out-of-Network Dentist.

Participating Dentists are Dentists who have signed an agreement with Blue Cross and Blue Shield of New Mexico to accept the Allowable Charge as payment in full. Such Participating Dentists have agreed not to bill you for Covered Service amounts in excess of the Allowable Charge. Therefore, you will be responsible only for any Coinsurance and/or Deductible amounts applicable to your Covered Services.

Out-of-Network Dentists are Dentists who have not signed an agreement with BCBSNM to accept the Allowable Charge as payment in full. Therefore, you are responsible to these Dentists for the difference between BCBSNM’s Benefit and such Dentist’s charge to you, in addition to any Coinsurance and/or Deductible amounts applicable to your services.

If you need to know the Allowable Charge for a procedure or whether a particular Dentist is a Participating Dentist, contact the Dentist or BCBSNM at the number listed on your Identification Card.

ENROLLMENT AND TERMINATION INFORMATION

WHO IS ELIGIBLE

An individual who is currently enrolled under any other dental coverage underwritten by BCBSNM or any subsidiaries or affiliates of HCSC is not eligible for coverage under this Dental Plan.

Subscriber - The person who has been determined eligible to enroll and in whose name the Contract is issued.

APPLYING FOR COVERAGE

You may apply for dental coverage by submitting the application(s) for individual dental insurance form, along with any exhibits, appendices, addenda and/or other required information to BCBSNM. The application(s) for coverage may or may not be accepted. (BCBSNM cannot use genetic information or require genetic testing in order to limit or deny coverage.)

If your application is approved between the 1st day and the 15th day of the month, your Effective Date will be no later than the 1st day of the following month. If your application is approved between the 16th day and the end of the month, your Effective Date will be no later than the 1st day of the second following month.”

No eligibility rules or variations in premium will be imposed based on your health status, dental condition, claims experience, receipt of healthcare, dental history, genetic information, evidence of insurability, disability, or any other health status related factor. You will not be discriminated against for coverage under this Dental Plan on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation or religion. Variations in the administration, processes or Benefits of this Dental Plan that are based on clinically indicated, reasonable dental management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.

Your Effective Date will be determined by BCBSNM depending upon the date your application is received, payment of the initial premiums no later than the day before the Effective Date of coverage and other determining factors.

WHEN COVERAGE BEGINS

The Identification Card is part of your coverage. Do not let anyone who is not named in your coverage use your card to receive Benefits. If you want additional cards or need to replace a lost card, go to Blue Access for Members (BAM) at www.bcbsnm.com and log into Blue Access for Members to order or replace cards or contact Customer Service.

This Dental Plan does not cover any service received before your Effective Date of coverage. Also, if your prior coverage has an extension of Benefits provision, **this Dental Plan will not cover** charges incurred after your Effective Date that are covered under the prior Dental Plan’s extension of Benefits provision.

NOTIFICATION OF ELIGIBILITY CHANGES

It is the Subscriber’s responsibility to notify BCBSNM of any change to your name or address. This notification must be made within 30 days of the event affecting eligibility. An address change may result in Benefit changes for you if you move out of the Dental Plan’s Network Service Area. You must reside, or live or work in the geographic Network Service Area designated by the Dental Plan. You may call Customer Service at the number shown on your Identification Card to determine if you live in the Network Service Area or log on to the website at www.bcbsnm.com.

TERMINATION OF COVERAGE/WHEN COVERAGE ENDS

This Dental Plan does not cover services, even if Preauthorization for such services was received from BCBSNM, that are received after a Subscriber’s coverage under this Dental Plan is terminated - even if the services were made necessary by an accident, illness, or other event that occurred while coverage was in effect. BCBSNM will not terminate coverage for any Subscriber based solely on the Subscriber’s health status or dental care needs.

If your coverage in a Dental Plan is terminated for any reason, BCBSNM will provide you with a notice of termination of coverage that includes the reason for termination at least 30 days prior to the last day of coverage.

Coverage under this Dental Plan will be terminated due to the following events and will end on the dates specified below:

- The termination date specified by you if you provide reasonable notice;
- 14 days after the termination is requested by you, if you do not provide reasonable notice;
- On a date determined by BCBSNM, if BCBSNM can effectuate termination in fewer than 14 days and you request an earlier termination effective date;
- When BCBSNM does not receive the premium payment on time or when there is a bank draft failure of premiums for your coverage;

If BCBSNM ceases operations, BCBSNM will be obligated for services for the rest of the period for which premiums were already paid.

Except for nonpayment of premium, BCBSNM will not terminate Subscriber coverage without giving you 30 days' written notice, dated and stated reason(s). Also, if coverage is cancelled (for reasons other than fraud or deception) and the Subscriber had paid premium in advance, BCBSNM will return to the Subscriber, within 30 days, the appropriate pro rata portion of the premium, less any amounts due to BCBSNM.

If you believe your coverage was cancelled due to health status or health requirements, race, gender, age, or sexual orientation, you may appeal such termination to the New Mexico Superintendent of Insurance. In addition, BCBSNM will not cancel your coverage if you refuse to follow a prescribed Course of Treatment. Before terminating your coverage for reasons other than nonpayment of premium, BCBSNM must provide you written notice at least 30 calendar days in advance. The notice must be in writing and dated, state the reason for cancellation and the date on which it becomes effective, provide you the list of circumstances under which your coverage cannot be cancelled, and provide you information about appealing your termination to the New Mexico Superintendent of Insurance.

REINSTATEMENT

Any individual who's previous BCBSNM contract was terminated for Good Cause is eligible to re-enroll in this Dental Plan by applying BCBSNM.

When coverage lapses because the Subscriber has not paid the premium, you can apply for reinstatement of coverage by sending in the appropriate premium due. If the Subscriber has included the necessary payment and no more than 60 days have elapsed since termination due to nonpayment of premium, coverage will be reinstated back to the date coverage lapsed. The reinstated Dental Plan shall cover only loss resulting from such accidental injury as may be sustained after the date of the reinstatement and loss due to such sickness as may begin more than 10 days after such date.

If more than 60 days have elapsed since coverage was terminated, the Subscriber is eligible to re-enroll in this plan by submitting a new application(s). BCBSNM may accept or deny the application(s).

PREMIUM PAYMENTS

The required premiums are determined and established by BCBSNM based on the Subscriber's age according to the *Schedules of Benefits* filed with the New Mexico Office of Superintendent of Insurance.

Your premium will not be adjusted more often than annually except for:

- As a result of changes to or as otherwise expressly permitted by state or federal laws and regulations;
- Changes to coverage classification;
- After giving the Subscriber 60 days' written notice; or if premium is paid beyond the Effective Date of the premium change, BCBSNM may require the Subscriber to pay an additional premium or accept a refund (whichever is necessary). Premium payments should be sent to:

Blue Cross and Blue Shield of New Mexico
P.O. Box 650039
Dallas, TX 75265-0039

Premium Discount

You may be eligible for a discount if you are enrolled in a BCBSNM Medicare Supplement policy. The discount is 5%

When Premiums Are Not Paid on Time

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period, the Dental Plan shall continue in force. After a grace period of 31 days, coverage under this Dental Plan will automatically terminate on the last day of the coverage period for which premiums have been paid.

When you renew BCBSNM coverage or re-enroll by selecting a new product, you will need to be current on your premium payments. Any past due premium payments for coverage we provided will be due at the beginning of the new plan year in addition to current premium charges. New coverage will not be effective until all such payments are made.

Refund Policy

The Subscriber has the right to read this Dental Plan and if not satisfied for any reason, may return it to BCBSNM within 30 days from the date it was sent to the Subscriber. BCBSNM will refund to the Subscriber all premiums he/she paid for that 30-day period. However, BCBSNM has the right to recover any Benefit payments made for Claims during that 30-day period. Otherwise, premiums for coverage are **not** refundable unless you have paid premiums in advance and wish to cancel coverage (with 30 days prior notice) or in the case of the death of a Subscriber.

DISCONTINUATION OF DENTAL PLAN

BCBSNM reserves the right to discontinue coverage of this Dental Plan. The Subscriber will be notified at least 90 days in advance of such discontinuation.

RESCISSION OF COVERAGE

Any act, practice, or omission that constitutes fraud, or any intentional misrepresentation made by or on behalf of anyone seeking coverage under this Dental Plan, may result in the cancellation of your coverage retroactive to the Effective Date, subject to 30 days' prior notification. Rescission is defined as a cancellation or discontinuance of coverage that has a retroactive effect except to the extent attributable to a failure to timely pay premiums. (See the definition of "Rescission" in *Definitions*.) In the event of such cancellation, BCBSNM may deduct from the premium refund any amounts made in Claim payments during this period and you may be liable for any Claims payment amount greater than the total amount of premiums paid during the period for which cancellation is effected. At any time when BCBSNM is entitled to rescind coverage already in force due to an act, practice or omission that constitutes fraud or any intentional misrepresentation made by or on behalf of anyone seeking coverage under this Dental Plan, BCBSNM may at its option make an offer to reform the Dental Plan already in force or is otherwise permitted to make retroactive changes to this Dental Plan and/or change the rating category/level. In the event of reformation, the Dental Plan will be reissued retroactive in the form it would have been issued had the misstated or omitted information been known at the time of application. You have 180 days to appeal a Rescission or reformation of coverage, however you may exceed the 180-day limit when appealing to the Consumers Assistance Bureau of the Office of Superintendent of Insurance.

COVERED SERVICES

The Benefits in this section are subject to all the terms and conditions of this Dental Plan. Benefits are available only for services and supplies that are determined by a Provider, in consultation with BCBSNM to be Medically Necessary, unless otherwise specified. Such services and supplies for which Benefits are available include but are not limited to the Covered Services that are listed in this section below. All Covered Services are subject to the *Limitations and Exclusions* section of this Benefit Booklet, which lists services, supplies, situations, or related expenses that are not covered.

It is important for you to refer to your *Schedule of Benefits* to find out what your Deductible, Coinsurance percentage, and any applicable Out-of-Pocket Maximum(s) and Benefit Period Maximum will be for a Covered Service. If you do not have a *Schedule of Benefits*, please call Customer Service at the number shown on your Identification Card.

Your Dental Benefits include coverage for the following Covered Services if these services are rendered to you by a Dentist or Physician. When the term Dentist is used in this Benefit Booklet, it will mean Dentist or Physician.

Note: Services for diagnostic evaluations, Preventive Services, and Diagnostic Radiographs (X-Rays) may have the Deductible waived based on the plan design. Refer to your *Schedule of Benefits*.

DIAGNOSTIC EVALUATIONS

Diagnostic evaluations aid the Dentist in determining the nature or cause of a dental disease. Covered Services include:

- Comprehensive oral evaluations for new or established patients;
- Comprehensive periodontal evaluations for new or established patients;
- Oral evaluations of children under age 3, including counseling with primary caregiver;
- Oral Examinations - The initial oral examination and periodic routine oral examinations. However, your benefits are limited to two examinations every Benefit Period in the dental office;
- Clinical oral examinations when performed as a part of an emergency service to relieve pain and suffering;
- Periodic oral evaluations for established patients; and
- Problem-focused oral evaluations, whether limited, detailed, or extensive.

Special Provisions

- The combination of periodic routine and comprehensive evaluations are limited to **two** every **12 months** in the dental office setting.

Exclusions

This Dental Plan does **not** cover:

- Comprehensive periodontal evaluations or problem-focused evaluations if provided on the same date as any other oral evaluation by the same Dentist; or
- Tests and oral pathology procedures or for re-evaluations.

PREVENTIVE SERVICES

Preventive services are performed to prevent dental disease. Covered Services include:

- Prophylaxis - Professional cleaning and polishing of the teeth. Benefits are limited to two cleanings every 12 months; and
- Topical fluoride application - Benefits for fluoride application are only available for Participants under age 16 or older as Medically Necessary and are limited to one application every 12 months.

Special Provisions regarding Preventive Services

- Cleanings include associated scaling and polishing procedures.
- Combination of prophylaxes, scaling in the presence of inflammation and periodontal maintenance treatments (see **Non-Surgical Periodontal Services**) are limited to two every 12 months.

DIAGNOSTIC RADIOGRAPHS (X-RAYS)

Dental radiographs, including interpretation, are x-rays taken to diagnose dental disease. Covered Services include:

- Full mouth (intraoral complete series) and panoramic films (Limited to a combined maximum of **one** every **60 months.**);
- Bitewing films (Limited to **four** horizontal films or **eight** vertical films at least **once** every **12 months**, unless greater frequency is deemed Medically Necessary.); and
- Periapical films for diagnosis (Limited to **six** periapical images every **12 months.**)

Exclusions

This Dental Plan does **not** cover:

- Bitewings taken on the same date as full mouth films.

MISCELLANEOUS PREVENTIVE SERVICES

Miscellaneous preventive services are other services used to prevent dental disease. Covered Services include:

- Sealants for Subscribers (Limited to **one** per permanent molar every five consecutive years or as Medically Necessary.); and
- Space maintainers are limited to a lifetime maximum of one Appliance per arch for Subscribers up to age 19.

Exclusions

This Dental Plan does **not** cover:

- Nutritional, tobacco, and oral hygiene counseling.

BASIC RESTORATIVE SERVICES

Basic restorative services are restorations necessary to repair basic dental decay (e.g., cavities), including tooth preparation, all adhesives, bases, liners, and polishing. Covered Services include:

- Amalgam restorations (limited to **one** per tooth surface every **12 months.**);
- Sedative fillings;
- Resin-based composite restorations (limited to **one** per tooth every **12 months.**)

NONSURGICAL EXTRACTIONS

Nonsurgical removal of tooth and tooth structures. Covered Services include:

- Removal of retained coronal remnants – deciduous tooth; and
- Removal of erupted tooth or exposed root.

NONSURGICAL PERIODONTAL SERVICES

Nonsurgical periodontal services treat dental disease in the supporting and surrounding tissues of the teeth (gums). Covered Services include:

- Periodontal scaling and root planing (Limited to **one** per quadrant every **36 months.**);
- Scaling in the presence of generalized moderate or severe gingival inflammation. Benefits are limited to **once** every **36 months** after oral evaluation;

- Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis (Limited to **once per lifetime**.); and
- Periodontal maintenance procedure (Must follow active periodontal treatment and are limited to **two** every **12 months** in combination with routine oral prophylaxes.)

Exclusions

This Dental Plan does **not** cover:

- Chemical treatments or localized delivery of chemotherapeutic agents without history of active periodontal therapy, or when performed on the same date (or in close proximity) as active periodontal therapy.

ADJUNCTIVE GENERAL SERVICES

Covered Services include:

- Emergency palliative treatment of dental pain (also called “palliative” treatment), but only when not performed in conjunction with a definitive treatment;
- Deep sedation/general anesthesia and intravenous/non-intravenous conscious sedation – by report only and when Medically Necessary for documented disabled Subscribers or for justifiable medical or dental conditions (A person’s apprehension does **not** constitute necessity.); and
- Therapeutic parenteral Drug Injections will be covered for Subscribers under age 19.

Exclusions

This Dental Plan does **not** cover:

- Local anesthesia or other drugs or medicaments and/or their application.

ENDODONTIC SERVICES

Endodontic services treat dental disease of the tooth pulp. Covered Services include:

- Therapeutic pulpotomy and pulpal debridement when performed as a final endodontic procedure;
- Root canal therapy, including treatment plan, clinical procedures, working and post-operative radiographs and follow-up care; and
- Apexification/recalcification procedures and apicoectomy/periradicular services including surgery, retrograde filling, root amputation, and hemisection.

Pulpal debridement is considered part of endodontic therapy when performed by the same Dentist and not associated with a definitive emergency visit.

This Dental Plan does **not** cover:

- Endodontic retreatments provided **within 12 months** of the initial endodontic therapy by the same Dentist;
- Endodontic therapy is **not** a Covered Service if you discontinue treatment;
- Pulp vitality tests, endodontic endosseous implants, intentional reimplantations, canal preparation, fitting of preformed dowel and post, or post removal.

ORAL SURGERY SERVICES

Oral surgery services mean the procedures for surgical removal of tooth and tooth structures and other dental surgery under local anesthetics. Covered Services include:

- Surgical tooth extractions;
- Alveoloplasty and vestibuloplasty;
- Excision of benign odontogenic tumor/cysts;
- Excision of bone tissue;
- Incision and drainage of intraoral abscess; and

- Other Medically Necessary surgical and repair procedures not listed as an exclusion in this plan.

Intraoral soft tissue incision and drainage is **only** covered when it is provided as the definitive treatment of an abscess. Routine post-operative care is considered part of the procedure.

Exclusions

This Dental Plan does **not** cover:

- Prophylactic removal of third molars or impacted teeth (i.e., removal of asymptomatic, nonpathological teeth), or for complete bony impactions covered by another Dental Plan;
- Surgical services related to a congenital malformation;
- Excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
- Excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses);
- Treatment of fractures of facial bones;
- External incision and drainage of cellulitis;
- Incision of accessory sinuses, salivary glands or ducts; or
- Reduction of dislocation, or excision of the temporomandibular joints.

SURGICAL PERIODONTAL SERVICES

Surgical periodontal services treat dental disease in the supporting and surrounding tissues of the teeth (gums) and supporting bone. Covered Services include:

- Gingivectomy or gingivoplasty and gingival flap procedures – including root planing (Limited to **one** per quadrant **every 36 months.**);
- Clinical crown lengthening is limited to once per lifetime per tooth;
- Osseous surgery, including flap entry with closure (Limited to **one** per quadrant **every 36 months.**) Osseous surgery performed in a limited area and in conjunction with crown lengthening on the same date of service, by the same Dentist, and in the same area of the mouth, will be processed as crown lengthening (in the absence of periodontal disease);
- Osseous grafts (Limited to **one** per site every **36 months.**)
- Soft tissue grafts/allografts (includes donor site) (Limited to **one** per site every **36 months.**);
- Distal or proximal wedge procedure is limited to one site per lifetime;

Surgical periodontal services performed in conjunction with the placement of crowns, inlays, onlays, crown buildups, posts and cores or basic restorations are considered part of the restoration.

Note: A waiting period may apply based on your plan design.

Exclusions

This Dental Plan does **not** cover:

- Guided tissue regeneration, or biologic materials to aid in tissue regeneration.

MAJOR RESTORATIVE SERVICES

Restorative services restore tooth structures lost as a result of dental decay or tooth fractures that cannot be restored with amalgam or composite-type filling material. Covered Services include:

- Single crown restorations;
- Inlay/onlay restorations; and
- Labial veneer restorations.

Major restorations, including replacements of lost or defective crowns are limited to **one** per tooth every **eight years** whether placement was under this Dental Plan or under any prior dental coverage, even if the original crown was stainless steel. Crowns placed over implants will be covered.

Note: A waiting period may apply based on your plan design.

Exclusions

This Dental Plan does **not** cover:

- Restoration of occlusion or incisal edges due to bruxism (grinding or clenching teeth) or harmful habits.

PROSTHODONTIC SERVICES

Prosthetic services restore and maintain the oral function, comfort, and health of a patient by replacing missing natural teeth with artificial substitutes. Covered Services include:

- Complete (upper and lower dentures) and removable partial dentures (upper and lower dentures) Benefits will be provided for the initial installation of removable complete, immediate, or partial dentures, including any adjustments, relines, or rebases during the six-month period following installation. Benefits for replacements are limited to **once** in any **eight-year** period, whether placement was under this Dental Plan or under any prior coverage.;
- Denture reline/rebase procedures (Limited to **one** procedure(s) every **36** months.);
- Fixed bridgework (fixed prosthetics) Benefits will be provided for the initial installation of a bridgework (including inlays/onlays and crowns). Benefits are **limited to once every eight years**.
- Maxillofacial Prosthetics placed over implants will be covered.

Note: Tissue conditioning is considered part of the procedure when performed on the same day as the delivery of a denture or a reline/rebase.

Note: A waiting period may apply based on your plan design.

Exclusions

This Dental Plan does **not** cover:

- Replacement of complete or partial dentures due to theft, misplacement, or loss;
- Treatment to replace teeth that were missing prior to the Effective Date of coverage, except for those teeth missing due to congenital defects; or
- Splinting of teeth, including double retainers for removable partial dentures and fixed bridgework.

MISCELLANEOUS RESTORATIVE AND PROSTHODONTIC SERVICES

Other restorative and prosthetic services that are covered include:

- Prefabricated crowns - stainless steel and resin (Limited to **one** per tooth every **eight years**. These crowns are not intended to be used as temporary crowns.);
- Recementation of inlays/onlays, crowns, bridges, and post and core (Limited to **two** cementations every **12 months**. Recementation provided within six months of initial placement done by the same Dentist is considered part of the procedure and no additional Benefits will be provided for such charges.);
- Post and core, pin retention, and crown and bridge repair services;
- Pulp cap - direct and indirect;
- Adjustments (Limited to **three** times per Appliance every **12 months**.);
- Repairs of inlays, onlays, veneers, crowns, fixed or removable dentures, including replacement or addition of missing or broken teeth or clasps, unless additions are completed on the same date as replacement partials or dentures (Limited to a **lifetime maximum** of **once** per tooth or clasp.)

Note: A waiting period may apply based on your plan design.

TMJ/CMJ SERVICES

This Plan covers standard diagnostic, therapeutic, surgical and nonsurgical treatments of temporomandibular joint (TMJ) and craniomandibular joint (CMJ) disorders. Related orthodontic Appliances and treatment, crowns, bridges and dentures are covered only if the disorder is the result of trauma.

LIMITATIONS AND EXCLUSIONS

These general Limitations and Exclusions apply to all services described in this Benefit Booklet. Dental coverage is limited to services provided by a Dentist, a dental auxiliary, or other Provider (as defined in the *Definitions*) licensed to perform services covered under this Dental Plan.

Please note that in order to provide you with dental care Benefits at a reasonable cost, this plan provides Benefits only for those Covered Services for eligible dental treatment that are determined by a Provider, in consultation with BCBSNM, to be Medically Necessary unless otherwise required by law.

No Benefits will be provided for procedures which are not Medically Necessary **unless otherwise required by law**. Medically Necessary generally means that a specific procedure provided to you is required for the treatment or management of a dental symptom or condition and that the procedure is the most efficient and economical procedure which can safely be provided to you.

The fact that a Dentist may prescribe, order, recommend, or approve a procedure does not of itself make such a procedure or supply Medically Necessary.

WHAT IS NOT COVERED:

No Benefits will be provided under this Dental Plan for the following:

1. Services or supplies when they are related to a non-Covered Service;
2. Amounts which are in excess of the Allowable Charge, as determined by BCBSNM;
3. Services and supplies for any illness or injury occurring on or after your coverage date as a result of war or an act of war, declared or undeclared, when serving in the military or any auxiliary unit thereto;
4. Services or supplies that do not meet accepted standards of dental practice;
5. Investigational, Experimental, and/or Unproven services and supplies and all related services and supplies;
6. Hospital and ancillary charges;
7. Implants and any related services and supplies (other than crowns, bridges, and dentures supported by implants) associated with the placement and care of implants;
8. Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage;
9. Services or supplies for which “discounts” or waiver of Deductible or Coinsurance amounts are offered;
10. Services rendered by a Dentist related to you by blood or marriage;
11. Services or supplies received from someone other than a Dentist, except for those services received from a licensed dental hygienist under the supervision and guidance of a Dentist, where applicable;
12. Services or supplies received for behavior management or consultation purposes;
13. Services or supplies to the extent payment has been made under Medicare or would have been made if you had applied for Medicare and claimed Medicare Benefits, or to the extent governmental units provide Benefits (some state or federal laws may affect how this exclusion is applied);
14. Charges for nutritional, tobacco, or oral hygiene counseling;
15. Charges for local, state, or territorial taxes on Dental Services or procedures;
16. Charges for the administration of infection control procedures as required by local, state, or federal mandates;
17. Charges for duplicate, temporary, or provisional prosthetic devices or other duplicate, temporary, or provisional Appliances;
18. Charges for failure to keep a scheduled visit, completion of a Claim form, or forwarding requested records or x-rays;
19. Charges for prescription or nonprescription mouthwashes, rinses, topical solutions, preparations, or medicament carriers;

20. Charges for personalized restorations, or personalized complete or partial dentures and overdentures, or to employ specialized techniques for Dental Services rather than professionally accepted, necessary and appropriate treatment; except this exclusion will not apply to the Benefits provided for the Covered Services subject to the Alternate Benefit provision;
21. Charges for athletic mouth guards, isolation of tooth with rubber dam, metal copings, mobilization of erupted/malpositioned tooth precision attachments for partials and/or dentures and stress breakers;
22. Charges for partial or full denture or fixed bridge that includes replacement of a tooth that was missing prior to your Effective Date under this Dental Plan; except this exclusion will not apply if such partial or full denture or fixed bridge also includes replacement of a missing tooth that was extracted after your Effective Date;
23. Any services, treatments, or supplies covered under other hospital, medical and/or surgical coverage;
24. Dental Services for treatment of congenital or developmental malformation, or services performed for cosmetic purposes including bleaching teeth and grafts to improve aesthetics,
25. Case presentations or detailed and extensive treatment planning when billed separately;
26. Charges for occlusion analysis or occlusal adjustments;
27. Services performed due to congenitally missing tooth or teeth;
28. Gold foil restorations;
29. Restorative procedures for the purpose of altering vertical dimension of occlusion, or treatment of attrition, abfractions, abrasion and erosion;
30. Charges for occlusion analysis or occlusal adjustments;
31. Comprehensive periodontal evaluations or problem-focused evaluations if provided on the same date as any other oral evaluation by the same Dentist;
32. Anatomical crown exposure;
33. Tests and oral pathology procedures or for re-evaluations;
34. Bitewings taken on the same date as full mouth films;
35. Chemical treatments or localized delivery of chemotherapeutic agents without history of active periodontal therapy, or when performed on the same date (or in close proximity) as active periodontal therapy;
36. Local anesthesia or other drugs or medicaments and/or their application;
37. Endodontic retreatments provided **within 12 months** of the initial endodontic therapy by the same Dentist;
38. Endodontic therapy is **not** a Covered Service if you discontinue treatment;
39. Pulp vitality tests, endodontic endosseous implants, intentional reimplantations, canal preparation, fitting of preformed dowel and post, or post removal;
40. Prophylactic removal of third molars or impacted teeth (i.e., removal of asymptomatic, nonpathological teeth), or for complete bony impactions covered by another Dental Plan;
41. Surgical services related to a congenital malformation;
42. Excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
43. Excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses);
44. Treatment of fractures of facial bones;
45. External incision and drainage of cellulitis;
46. Incision of accessory sinuses, salivary glands or ducts;
47. Reduction of dislocation, or excision of the temporomandibular joints;
48. Guided tissue regeneration, or biologic materials to aid in tissue regeneration;

49. Restoration of occlusion or incisal edges due to bruxism (grinding or clenching teeth) or harmful habits;
50. Replacement of complete or partial dentures due to theft, misplacement, or loss;
51. Treatment to replace teeth that were missing prior to the Effective Date of coverage, except for those teeth missing due to congenital defects;
52. Splinting of teeth, including double retainers for removable partial dentures and fixed bridgework;
53. Work-related conditions: Services or supplies for any illness or injury arising out of or in the course of employment for which benefits are available under any Worker's Compensation Law or similar laws whether or not you make a claim for such compensation or receive such benefits;

This plan does not cover services resulting from work-related illness or injury. This exclusion from coverage applies to charges resulting from occupational accidents or sickness covered under:

- Occupational disease laws;
- Employer's liability;
- Municipal, state, or federal law (except Medicaid); or
- Workers' Compensation Act.

To recover benefits for a work-related illness or injury, you must pursue your rights under the Workers' Compensation Act or any of the above provisions that apply, including filing an appeal. (BCBSNM may pay Claims during the appeal process on the condition that you sign a reimbursement agreement.)

This plan does not cover charges for services resulting from a work-related illness or injury, **even if:**

- You fail to file a Claim within the filing period allowed by the applicable laws;
- You obtain care not authorized by Workers' Compensation insurance;
- Your employer fails to carry the required Workers' Compensation insurance. (The employer may be liable for an employee's work-related illness or injury expenses.); or
- You fail to comply with any other provisions of the law.

Note: This "Work-Related Conditions" Exclusion does not apply to an executive employee or sole proprietor of a professional or business corporation who has affirmatively elected not to accept the provisions of the New Mexico Workers' Compensation Act. You must provide documentation showing that you have waived Workers' Compensation and are eligible for the waiver. (The Workers' Compensation Act may also not apply if an employer has a very small number of employees or employs certain types of laborers excluded from the Act.)

GENERAL PROVISIONS

APPLICABLE LAW

This Dental Plan is issued and delivered in the State of New Mexico, is governed by the laws thereof, is subject to all the terms and provisions set forth in all of the sections thereof, which are fully incorporated into and made a part of this Dental Plan Benefit Booklet and is acknowledged by the signed application of the Subscriber and signed Acceptance of the plan officers.

Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of the coverage set forth in this Benefit Booklet.

AVAILABILITY OF PROVIDER SERVICES

BCBSNM makes no guarantee that the services of a Provider will be available at any given time.

BENEFITS TO WHICH SUBSCRIBERS ARE ENTITLED

BCBSNM's liability is limited to the Benefits for Covered Services specified in this Benefit Booklet. Benefits for Covered Services specified in this Benefit Booklet will be provided only for services and supplies provided by a Dentist, as specified in the *Definitions* section of this Benefit Booklet, and regularly included in such Dentist's charges.

CATASTROPHIC EVENTS

In case of fire, flood, war, civil disturbance, court order, strike, or other cause beyond the control of BCBSNM, BCBSNM may be unable to process Claims on a timely basis. No suit or action in law or equity may be taken against BCBSNM because of a delay caused by any of these events.

CHANGES TO THE BENEFIT BOOKLET

BCBSNM may amend this Benefit Booklet when authorized by an officer of BCBSNM. BCBSNM will give the Member **at least 60 days** prior written notice of an amendment to this Benefit Booklet or a new coverage.

No employee of BCBSNM may change this Benefit Booklet by giving incomplete or incorrect information, or by contradicting the terms of this Benefit Booklet. Any such situation will not prevent BCBSNM from administering this Dental Plan in strict accordance with its terms.

DELIVERY OF DOCUMENTS

BCBSNM will issue or mail to the Subscriber's address as listed on the enrollment/change form, a Benefit Booklet setting forth the services to which Subscribers are entitled, a BCBSNM Identification Card, and a *Schedule of Benefits*.

DETERMINATION OF BENEFITS AND UTILIZATION REVIEW

In order to administer Claims, BCBSNM interprets the terms and conditions of this Dental Plan and determines its Benefits. BCBSNM's medical staff may conduct a medical review of Subscriber Claims to determine that the care and services received were Medically Necessary.

The fact that a Dentist prescribes, orders, recommends or approves a service or supply does not, of itself, make it Medically Necessary or a Covered Service, even if it is not specifically listed as an Exclusion under this Dental Plan. In addition, a service could be Medically Necessary but not be a covered Benefit under this Dental Plan.

To assist BCBSNM in its review of Subscriber Claims, BCBSNM may request that:

- The Subscriber arrange for medical or dental records to be provided to BCBSNM;
- The Subscriber submit to a professional evaluation by a Dentist selected by BCBSNM, at BCBSNM's expense; or
- A Dentist consultant or a panel of Dentists or other Physicians appointed by BCBSNM review the Claim.

Failure of the Subscriber to comply with the plan's request for medical records or medical evaluation may result in Benefits being partially or wholly denied.

DISCLAIMER OF LIABILITY

BCBSNM has no control over any diagnosis, treatment, care, or other service provided to a Subscriber by any Dentist or other Provider and is not liable for any loss or injury caused by any Dentist or other Provider by reason of negligence or otherwise.

Nothing in this Benefit Booklet is intended to limit, restrict, or waive any Subscriber rights under the law and all such rights are reserved to the individual.

DISCLOSURE AND RELEASE OF INFORMATION

BCBSNM will only disclose information as permitted or required under state and federal law.

You must provide BCBSNM with whatever information is necessary to determine Benefits on your Claims. BCBSNM may obtain information from any insurance company, organization, or person when such information is necessary to carry out the provisions of this Benefit Booklet. Such information may be exchanged without consent of, or notice to, the Subscriber.

You always agree to cooperate by allowing BCBSNM access to your medical or dental records to investigate Claims and verify information provided on the enrollment/change form. You also agree to execute whatever documents are necessary for BCBSNM to determine Benefits under this Benefit program. If you do not cooperate, you forfeit all rights to Benefit payments on those Claims subject to investigation.

To help BCBSNM determine which services qualify for Benefits, you authorize all Providers of services or supplies to provide BCBSNM with any medical or dental - related information pertaining to your treatment.

You waive all provisions of law that are subject to waiver, and which otherwise restrict or prohibit Providers from disclosing or testifying to such information.

ENTIRE CONTRACT

This policy, including the endorsements and attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurance company and unless such approval and countersignature be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

EXECUTION OF PAPERS

Upon request, the Subscriber must execute and deliver to BCBSNM any documents and papers necessary to carry out the provisions of this Benefit Booklet.

FINANCIAL ARRANGEMENTS WITH PROVIDERS

BCBSNM has contracts with certain Dental Plan Providers in its service area to provide and pay for Dental Care Services to all persons entitled to dental care Benefits under policies and Contracts to which BCBSNM is a party, including all persons covered under this Dental Plan. Under certain circumstances described in its contracts with Dental Plan Providers, BCBSNM may:

- Receive substantial payments from Dental Plan Providers with respect to services rendered to you for which BCBSNM was obligated to pay the Dental Plan Provider;
- Pay Dental Plan Providers substantially less than their billed charges for services, by discount or otherwise; or
- Receive from Dental Plan Providers other substantial allowances under BCBSNM's contracts with them.

In the case of Dentists, the calculation of any maximum amounts of Benefits payable by BCBSNM under this Dental Plan and the calculation of all required Deductible and Coinsurance amounts payable by you under this Dental Plan shall be based on the lesser of the covered charge or Dentist's billed charge for Covered Services rendered to you. BCBSNM may receive such payments and/or other allowances during the term of this Dental Plan. You are not entitled to receive any portion of any such payments, discounts and/or other allowances.

INDEPENDENT CONTRACTORS

The relationship between BCBSNM and its Network Dentists is that of independent contractors; Dentists and other Providers are not agents or employees of BCBSNM, and BCBSNM and its employees are not employees or agents of any Network Dentist. BCBSNM will not be liable for any Claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Subscriber while receiving care from any Network Dentist.

LIMITATIONS OF ACTIONS

No action at law or in equity may be brought or arbitration demand made **less than 60 days** after BCBSNM has received the Claim for Benefits or Pretreatment Estimate request, or later than three years after the date that the Claim for Benefits should have been filed with BCBSNM.

NOTICE

Any notice required by this Dental Plan must be in writing. Notice given to you will be sent to your address as it appears in our records. Notice given to BCBSNM should be addressed as follows:

Claims Submission and Customer Service Inquiries:

Blue Cross and Blue Shield of New Mexico
c/o Dental Network of America, Inc.
PO Box 660247
Dallas, TX 75266-0247

Premium Payments:

Blue Cross and Blue Shield of New Mexico
P.O. Box 650039
Dallas, TX 75265-0039

Application and Membership Updates:

Blue Cross and Blue Shield of New Mexico
Blue Dental Plus
c/o Member Services
PO Box 3388
Scranton, PA 18505

NOTICE OF ANNUAL MEETING

You are hereby notified that you are a Member of Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC), and you are entitled to vote in person or by proxy at all meetings of HCSC. The annual meeting is held at our principal office at 300 East Randolph, Chicago, Illinois each year on the last Tuesday in October at 12:30 p.m.

Member as used above refers only to the person to whom this Dental Contract is issued. It does not include any other family members unless such family member is acting on your behalf.

PAYMENT OF BENEFITS

BCBSNM is authorized by the Subscriber to make payments directly to Dentists furnishing Covered Services for which Benefits are provided under this Dental Plan. However, BCBSNM reserves the right to make the payments directly to the Subscriber.

The right of a Subscriber to receive payment is not assignable nor may the Benefits of this Dental Plan be transferred, either before or after Covered Services are rendered.

Once Covered Services are rendered by a Dentist, BCBSNM will not honor Subscriber requests not to pay the Claims submitted by the Dentist. BCBSNM will have no liability to any person because of its rejection of the request.

For Covered Services provided to a Subscriber under this Dental Plan, Benefits will be based upon the Allowable Charge for such services, as determined by BCBSNM. Participating Dentists have agreed to charge BCBSNM Subscribers no more than the Allowable Charge for Covered Services. However, Subscribers who receive Covered Services from Out-of-Network Dentists may be responsible for amounts which exceed the Allowable Charge, in addition to the Deductible and/or Coinsurance amounts.

Subscribers will be responsible for the difference, if any, between the charges made by:

- An Out-of-Network Dentist and the Allowable Charge determined by BCBSNM for the Covered Services;
- A Dentist for non-Covered Services performed in conjunction with Covered Services and the Allowable Charge determined by BCBSNM for the Covered Services; and
- A Dentist for more costly Covered Services when the Alternative Benefit provision applies and our Allowable Charge for any portion of those services which may be Covered Services.

If the Subscriber receives services from any member of the healing arts who is licensed by any state of the United States or its territories to perform services within the scope of his or her license which, if performed by a Dentist, would be considered eligible for Benefits under this Dental Plan, then Benefits will be provided regardless of which healing art performs the service.

PROOF OF LOSS

Upon receipt of written notice, BCBSNM will furnish to the Subscriber forms for filing Proof of Loss. If the forms are not furnished within 15 days after BCBSNM receives such notice, the Subscriber will be deemed to have complied with the requirements for filing Proof of Loss upon submitting, within the time fixed for filing such proof, written proof covering the occurrence, character and extent of loss for which the Claim is made. Proof of Loss must be filed with BCBSNM within 365 days following the date of service for which the Claim is made.

REIMBURSEMENT PROVISION

If you incur expenses for sickness or injury that occurred due to the negligence of a third party and Benefits are provided for Covered Services described in this Benefit Booklet, you agree:

- BCBSNM has the right to reimbursement for all Benefits provided from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by you or your legal representative as a result of that sickness or injury, in the amount of the total covered charges for Covered Services for which BCBSNM has provided Benefits to you; and
- BCBSNM is assigned the right to recover from the third party, or his or her insurer, to the extent of the Benefits BCBSNM provided for that sickness or injury.

BCBSNM shall have the right to first reimbursement out of all funds you or your legal representative, are or were able to obtain for the same expenses for which BCBSNM has provided Benefits as a result of that sickness or injury.

You are required to furnish any information or assistance or provide any documents that BCBSNM may reasonably require in order to obtain its rights under this provision. This provision applies whether the third party admits liability.

SENDING NOTICES

All notices to the Subscriber are sent to and received by the Subscriber when deposited in the United States mail with postage prepaid and addressed to the Subscriber at the latest address appearing on BCBSNM's membership records.

SEVERABILITY

In case any one or more of the provisions contained in this Benefit Booklet shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Dental Plan, but this Benefit Booklet shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TRANSFER OF BENEFITS

All Benefits described in this Benefit Booklet are personal to you. Neither these Benefits nor BCBSNM payments may be transferred or given to any person, corporation, or entity. Any attempted transfer will be void. Use of Benefits by anyone other than the Subscriber will be considered fraud or material misrepresentation in the use of services or facilities, which may result in cancellation of coverage for the Subscriber and appropriate legal action by BCBSNM.

UTILIZATION REVIEW

Claims for Covered Services may be reviewed to establish that the services were Medically Necessary, consistent with the condition reported, with generally accepted standards of medical, dental, and surgical practice in the area where performed and according to the findings and opinions of BCBSNM's professional consultants.

YOUR PROVIDER RELATIONSHIPS

The choice of a Dentist is solely your choice and BCBSNM will not interfere with your relationship with any Dentist.

BCBSNM does not itself undertake to furnish dental care services, but solely to make payments to Dentists for the Covered Services received by you. BCBSNM is not in any event liable for any act or omission of any Dentist or the agent or employee of such Dentist, including the failure or refusal to render service to you. Professional services which can only be legally performed by a Dentist are not provided by BCBSNM. Any contractual relationship between a Dentist or other Provider shall not be construed to mean that BCBSNM is providing professional services.

BCBSNM shall accept, investigate and resolve Provider grievances about Plan operations.

CLAIM FILING PROCEDURES

PARTICIPATING DENTISTS

Participating Dentists have agreed to submit Claims directly to BCBSNM for you. When you receive Covered Services from a Participating Dentist, simply show your Identification Card, and Claim submission will be handled for you. If you must see an Out-of-Network Dentist who is not a member of BCBSNM's Participating Dentist Network, you may have to file a Claim yourself. If so, you should follow the guidelines below.

FILING DENTAL CLAIMS

In order to obtain your dental Benefits under this Dental Plan, it is necessary for a Claim to be filed with the Dental Plan. Usually all you must do is show your BCBSNM Identification Card to your Dentist. They will file your Claim for you. Remember, however, it is your responsibility to ensure that the necessary Claim information has been provided to the Dental Plan.

If you use an Out-of-Network Dentist and must file a Claim yourself, you may call Customer Service at the number on your Identification Card for a Claim form. As soon as treatment has ended, ask your Dentist to complete and sign the *Attending Dentist's Statement*. Once you complete the Claim form and attach the *Attending Dentist's Statement*, you may send the Claim to:

Blue Cross and Blue Shield of New Mexico
C/O Dental Network of America, Inc.
PO Box 660247
Dallas, TX 75266-0247

If a Dentist will not complete the *Attending Dentist's Statement* or does not bill BCBSNM directly, it is the Subscriber's responsibility to attach itemized bills that include all necessary information to the Claim form and submit it to BCBSNM. Balance due statements, cash register receipts, and canceled checks are **not** acceptable.

TIMELY FILING LIMITS

Participating Dentists must file all Claims **within 180 days** after the date of service. Any Claims filed after this time limit may be denied, unless BCBSNM is satisfied that there is a valid reason why the Participating Dentist could not submit his/her Claim within this time limit. Subscribers shall have **365 days** (one year) after the date of service to file Subscriber-submitted Claims.

If a Claim must be returned to the Subscribers for additional information, the Claim must be resubmitted to BCBSNM **within 45 days** of the date the Claim was returned to the Subscriber.

If a Subscriber's coverage under this Dental Plan ends, Claims for Covered Services incurred during the Subscriber's final Benefit Period **must** be filed **within 180 days** after the date of the coverage termination. Failure to file a Claim **within the 180 days** will result in loss of Benefits otherwise provided by this Dental Plan if, as a result of such failure by the Subscriber, BCBSNM is unable to perform adequate Claims review.

IF YOU HAVE OTHER VALID COVERAGE

If this Dental Plan is secondary to another plan, you need to file your Claim with the other carrier first.

If a Dentist normally files Claims to BCBSNM and the other carrier does not pay the Dentist directly, the Dentist will need, from you, a copy of the other carrier's explanation of Benefits to include with the Claim sent to BCBSNM.

If an Out-of-Network Dentist does not file Claims for you, attach a copy of the Out-of-Network Dentist's explanation of Benefits to the Claim that you send to BCBSNM.

CLAIM FORMS AND ITEMIZED BILLS

All information on the Claim form and itemized statements must be readable. If information is missing on the Claim form or it is not readable, then BCBSNM will return it to the Subscriber or to the Dentist.

Handwritten entries added to a typed or computerized Claim form that change or add procedure codes are considered fraudulent and will require the Subscriber's and the Dentist's signatures acknowledging approval of such information.

The information on the itemized bills is used to determine Benefits, so it must support information reported on the submitted Claim form. All Claims must include:

- Subscriber's Dental Plan identification number;
- Subscriber's name and address;
- Subscriber's name;
- Subscriber's age;
- Other dental coverage in effect;
- Date of service;
- Type of treatment;
- Itemization of charges;
- Accident or surgery date (when applicable);
- Name and address of Dentist;
- Dentist's tax identification number or social security number;
- Subscriber's signature; and
- Dentist's signature.

If an itemized bill from the Dentist is not attached to a Claim form, the Dentist must complete the "Dentist Information Section" and the "Examination and Treatment Record" of the *Attending Dentist's Statement* and **must** sign the Claim form.

Benefits cannot be determined if documentation is missing, or radiographs submitted are not of enough diagnostic quality to determine Benefits.

Separate Claim Forms Required - A separate Claim form is required for each Dentist for which you are requesting reimbursement.

ASSIGNMENT OF BENEFITS

All Benefits under this dental Benefit program will be paid directly to Network Providers. Except as provided by law, BCBSNM specifically reserves the right to pay the Subscriber directly and to refuse to honor an assignment of Benefits in any circumstances.

MEDICAID

Payment of Benefits for Subscribers eligible for Medicaid is made to the appropriate state agency or to the Provider when required by law.

PAYMENT IN ERROR

If BCBSNM makes an erroneous Benefit payment, you or the ineligible person may be required to refund the amount paid in error. BCBSNM reserves the right to correct payments made in error by offsetting the amount paid in error against new Claims. BCBSNM also reserves the right to take legal action to collect payments made in error.

DENTAL CLAIM REVIEW PROCEDURES

If your Claim had been denied in whole or in part, you may ask for a review. The Dental Plan will review its decision in accordance with the procedure below.

If your Claim has been denied in whole or in part for lack of Medical Necessity, you may appeal the Dental Plan's decision.

You have 180 days following request of notification of an adverse Benefit determination in which to appeal a decision to BCBSNM, however, you may exceed the 180-day limit when appealing to the Consumers Assistance Bureau of the Office of Superintendent of Insurance.

For an appeal to BCBSNM, send your request to:

**Blue Cross and Blue Shield of New Mexico
Dental Administrative Office
PO Box 660247
Dallas, TX 75266-0247**

For an appeal or filing a complaint to the Consumers Assistance Bureau of the Office of Superintendent of Insurance, send your request to:

**Office of Superintendent of Insurance
Consumers Assistance Bureau
P.O. Box 1689
Santa Fe, NM 87504-1689
Tel: 1-833-415-0566**

Website: <https://www.osi.state.nm.us/pages/bureaus/consumer/resources/consumer-assistance>

You may also designate a representative to act for you in the review procedure. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative. While BCBSNM will honor telephone requests for information, such inquiries will not constitute a request for review.

You and your authorized representative may ask to see relevant documents and may submit written issues, comments and additional medical information within 180 days after you receive notice of a denial or partial denial. BCBSNM will give you a written decision within 60 days after it receives your request for review.

If you have any questions about the Claim procedures or the review procedure, you may call Customer Service at the number listed on your Identification Card. Or you can write:

**Blue Cross and Blue Shield of New Mexico
Dental Administrative Office
PO Box 660247
Dallas, TX 75266-0247**

If you have a Claim for Benefits which is denied, in whole or in part, you may file suit in a state or federal court.

DEFINITIONS

This section defines certain words used in this dental Benefit Booklet.

Allowable Charge - The charge that BCBSNM will use as the basis for Benefit determination for Covered Services incurred by a Subscriber under this Dental Plan. BCBSNM will use the following criteria to establish the Allowable Charge for Covered Dental Services:

Participating Dentists - the amount the Dentist has agreed to accept as full payment for Covered Services.

Out-of-Network Dentists - the Dentist's usual charge, not to exceed the Out-of-Network Allowance.

Appliance - A device used to provide a function or a therapeutic effect (e.g., a denture).

Benefit(s) - The payment and reimbursement of any kind which you will receive from BCBSNM under this Dental Plan.

Benefit Booklet - This document explains the Benefits, limitations, Exclusions, terms, and conditions of this Dental Plan coverage and all endorsements, amendments, and riders attached hereto, now and in the future.

Benefit Period - The period during which you receive Covered Services for which BCBSNM will provide Benefits. The Benefit Period is a period of one year which begins on January 1 of each year. When you first enroll under this dental coverage, your first Benefit Period begins on your Effective Date and ends on December 31 of the same year.

Benefit Period Maximum - The maximum dollar amount BCBSNM will pay for all Covered Services for the Subscriber during a Benefit Period, according to the terms of this Benefit Booklet and the coverage outlined in the *Schedule of Benefits*. The Subscriber's Benefit Period Maximum amount is given on the *Schedule of Benefits*. Orthodontic services, if covered under this Dental Plan, do not apply to the Benefit Period Maximum.

Blue Cross and Blue Shield of New Mexico - Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, also referred to as BCBSNM and/or the plan.

Calendar Year - The period of 12 months commencing on the first day of January and ending on the last day of the following December.

Claim - Any request by a Subscriber for payment by an MHCP and/or any direct services provided to an individual.

Coinsurance - The percentage of Allowable Charges for Covered Services for which the Subscriber is responsible.

Contract - This agreement, including the application and any amendments between you and BCBSNM.

Course of Treatment - Any number of dental procedures or treatments performed by a Provider in a planned series resulting from a dental examination in which the need for such procedures or treatments was determined.

Covered Service - A service or supply provided in this Benefit Booklet and given by a Dentist for which we will provide Benefits.

Deductible - A specified amount of Covered Services that the Subscriber must incur before BCBSNM will begin to pay its share of the remaining Covered Services.

Dental Plan - A policy, Contract, agreement or arrangement under which an entity undertakes to reimburse Claims for the cost of Dental Services or dental supplies.

Dental Services - A professional service rendered by a person duly licensed under the laws of this state to practice dentistry or dental therapy, or dental hygienists or dental hygienists certified in collaborative practice and any service constituting the practice of dentistry under state law.

Dentist - A professional practitioner who holds a lawful license issued by any state of the United States, or its territories, authorizing the person to practice dentistry and dental surgery in such state or territory, including a Doctor of Dental Surgery (DDS) or a Doctor of Medical Dentistry (DMD).

Effective Date - The date on which a Subscriber's coverage under this Dental Plan begins.

Experimental, Investigational, or Unproven - A drug, device, biological product, or dental treatment or procedure is Experimental, Investigational, or Unproven if BCBSNM determines that:

- The drug, device, biological product, or dental treatment or procedure cannot be lawfully marketed without approval of the appropriate governmental or regulatory agency and approval for marketing has not been given at the time the drug, device, biological product, or dental treatment or procedure is furnished;
- The drug, device, biological product, or dental treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis; or
- The prevailing opinion among peer reviewed dental and scientific literature regarding the drug, device, biological product, or dental treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis.

Good Cause - A failure of the Subscriber to pay the premium or other applicable charges for coverage; a material failure to abide by the rules, policies or procedures of this Dental Plan; or fraud or material misrepresentation affecting coverage.

Identification Card - The card BCBSNM gives to the Subscriber which is used to confirm a Subscriber's coverage. It may show such information as the Subscriber's name, Subscriber number, and plan number or name.

Medically Necessary (or Medical Necessity) - A specific procedure or supply provided to you is reasonably required in the judgement of a Provider, in consultation with BCBSNM, for the treatment or management of your specific dental symptom, injury, or condition and that the procedure performed is the most efficient and economical procedure that can safely be provided to you. The fact that a Dentist or Physician may prescribe, order, recommend or approve a procedure does not make such a procedure Medically Necessary. To be Medically Necessary, the procedure or supply must also conform to approved and generally accepted standards of accepted dental practice prevailing in the state when and where the procedure or supply is ordered. Such procedures or supplies are also subject to review and analysis by dental consultants retained by BCBSNM. These consultants review the Claim and diagnostic materials submitted in support of the Claim, and based upon their professional opinions, determine the necessity and propriety of treatment.

Network Service Area - The geographic area designated by BCBSNM, within which the Benefits of this Dental Plan are available to Subscribers. A Subscriber may call the Customer Service Department at the number shown on the Identification Card to determine if he or she is in the Network Service Area or visit the website at www.bcbsnm.com.

Optional Orthodontic Services - Coverage for orthodontic conditions not meeting Medical Necessity criteria (e.g., severe dysfunctional malocclusion).

Out-of-Network Allowance - The amount determined by BCBSNM as the maximum Provider charge eligible for Benefits. The Subscriber will be responsible for the full amount by which the actual charges of an Out-of-Network Provider exceed the Out-of-Network Allowance.

Out-of-Network Dentist - A Dentist who has not entered into an agreement to be part of BCBSNM's Participating Dentist Network.

Out-of-Pocket Maximum - A specified amount of total Deductible and Coinsurance that the Subscriber must pay for Covered Services received from a Participating Dentist during a Benefit Period before BCBSNM begins to pay 100 percent of Allowable Charges for remaining Covered Services received by such Subscriber from a Participating Dentist during that Benefit Period, not to exceed any applicable Benefit Maximums.

Participating Dentist - A Dentist who has entered into an agreement to bill BCBSNM directly for Covered Services and to accept the Allowable Charge as payment for such Covered Services. Participating Dentists include the following:

- A Dentist who has entered into a Participating Provider Agreement with BCBSNM;
- A Dentist who has contracted directly with any division or subsidiary of Health Care Service Corporation (HCSC); and
- A Dentist who is a member of any other network with which HCSC or any of its subsidiaries has contracted.

Physician - A person who is a professional practitioner of a Healing Art defined and recognized by law and who holds a Physician license duly issued by the state or territory of the United States in which the person is authorized to practice medicine or surgery or other procedures and provide services within the scope of such license.

Policy Year - The 12-month period beginning January 1 of each year.

Proof of Loss - A formal statement or Claim regarding a loss which provides enough information to allow BCBSNM to determine its liability for Covered Services. This includes a completed Claim form; the Dentist's itemized statement of services rendered, and related charges; and medical records, when requested by BCBSNM, as provided under the utilization review procedures of this Dental Plan.

Provider - A licensed Health Care Professional, Dentist, hospital, other facility authorized to furnish Eligible Dental Services to a covered person.

Rescission - A cancellation or discontinuance of coverage that has a retroactive effect. A cancellation or discontinuance of coverage is not a Rescission if:

- The cancellation or discontinuance of coverage has only a prospective effect, or
- The cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage; or
- The cancellation or discontinuance of coverage is initiated by the covered person or the covered person's authorized representative and the employer or health care insurer did not, directly or indirectly, take action to influence the covered person's decision or otherwise retaliate against, interfere with, coerce, threaten or intimidate the covered person; or
- The cancellation or discontinuance is initiated by the health insurance exchange.

Subscriber - The person in whose name the Dental Plan coverage is established and to whom the Identification Card is issued.

HEARING CARE

As part of your Blue Dental Plus Benefit Booklet you will have access to this additional benefit discount each Calendar Year.

You will have access to one routine hearing examination per Benefit Period at no cost, and discounts on hearing aids.

Acceptance of coverage under this Dental Plan constitutes acceptance of its terms, conditions, limitations, and Exclusions. The Subscriber is bound by all the terms of this Benefit Booklet.

The legal agreement between the Subscriber and Blue Cross and Blue Shield of New Mexico (BCBSNM) includes the following documents:

- This Benefit Booklet, your *Schedule of Benefits*, and any amendments, riders, or endorsements;
- The application form(s) for the Subscriber; and
- The Members' Identification Cards.

The above documents constitute the entire legal agreement between BCBSNM and the Subscriber. No change or modification to the agreement will be valid unless it is in writing and signed by an officer of BCBSNM. No agent or employee of BCBSNM has authority to change this Benefit Booklet or waive any of its provisions. You will be notified of any changes to this Benefit Booklet at least 60 days before the changes become effective.

Blue Dental PlusSM Premier



BlueCross BlueShield
of New Mexico

READ YOUR PLAN CAREFULLY - THIS BENEFITS SUMMARY PROVIDES A VERY BRIEF DESCRIPTION OF THE IMPORTANT FEATURES OF YOUR PLAN. THIS IS NOT THE INSURANCE CONTRACT. YOUR FULL RIGHTS AND BENEFITS ARE EXPRESSED IN THE ACTUAL PLAN DOCUMENTS THAT ARE AVAILABLE TO YOU UPON YOUR REQUEST TO US.

The following is a listing of common services available through your network of Participating Dentists.

The Member's share of the cost is determined by whether care is received from a Participating or Out-of-Network Dentist.

The Deductibles, Coinsurance and Benefit Period Maximum shown below are subject to change as permitted by applicable law.

SCHEDULE OF BENEFITS

Program Basics	Participating Dentist	Out-of-Network Dentist **
<i>Benefit Period Maximum ¹</i>	\$2,000	\$2,000
<i>Deductible ¹</i>	\$50 Individual	\$50 Individual
Covered Services		
<i>Diagnostic Evaluations</i>	No Charge	No Charge
<i>Preventive Services</i>	No Charge	No Charge
<i>Diagnostic Radiographs</i>	No Charge	No Charge
<i>Miscellaneous Preventive Services</i>	20%, after Deductible	20%, after Deductible
<i>Basic Restorative Services</i>	20%, after Deductible	20%, after Deductible
<i>Non-Surgical Extractions</i>	20%, after Deductible	20%, after Deductible
<i>Non-Surgical Periodontal Services</i>	20%, after Deductible	20%, after Deductible
<i>Adjunctive Services</i>	20%, after Deductible	20%, after Deductible
<i>Endodontic Services</i>	50%, after Deductible	50%, after Deductible
<i>Oral Surgery Services</i>	50%, after Deductible	50%, after Deductible
<i>Surgical Periodontal Services*</i>	50%, after Deductible	50%, after Deductible
<i>Major Restorative Services*</i>	50%, after Deductible	50%, after Deductible
<i>Prosthodontic Services*</i>	50%, after Deductible	50%, after Deductible
<i>Miscellaneous Restorative and Prosthodontic Services*</i>	50%, after Deductible	50%, after Deductible
<i>Implants</i>	Not Covered	Not Covered
<i>Orthodontics</i>	Not Covered	Not Covered

¹ Participating and Out-of-Network accumulate together.

* 12 month waiting period applies.

** Services from non-participating Providers will be subject to the Maximum Allowable Amount, as determined by BCBSNM. Amounts in excess of these allowances will be the full responsibility of the insured.

You may contact the New Mexico Office of Superintendent of Insurance at:

Office of Superintendent of Insurance

Consumers Assistance Bureau

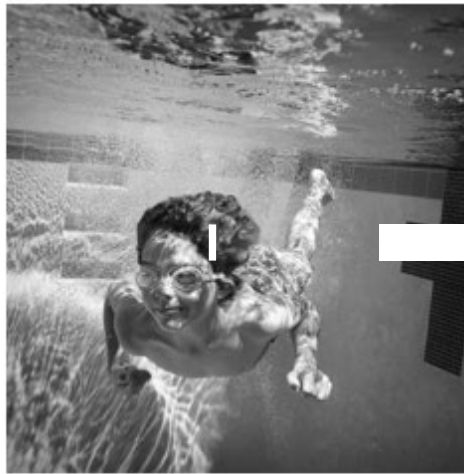
PO Box 1689

Santa Fe NM 87504-1689

Tel: 1-833-415-0566

Website: <https://www.osi.state.nm.us/pages/bureaus/consumer/resources/consumer-assistance>

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