

DENTAL SERVICE OF MASSACHUSETTS, INC.
DOING BUSINESS AS DELTA DENTAL OF MASSACHUSETTS
BENEFITS PAYABLE RIDER 39

To be attached to and form a part of your Delta Dental PPO Provider Arrangement 2

Your group has purchased this Rider. Benefits for the covered services described in your Delta Dental PPO Contract are reimbursed as follows:

DEDUCTIBLES

IN AND OUT-OF-NETWORK BENEFITS:

Type 2 and Type 3 services described above are subject to a \$50 deductible for each covered individual in each calendar year. In the case of a family contract, the total deductible payment for all covered individuals shall not exceed \$150 for Type 2 and Type 3 services. This means you must pay the first \$50 or \$150 of benefits provided in each calendar year.

In-Network Benefits

Out-of-Network Benefits

Diagnostic and Preventive Services (Type 1 Benefits)

Dental Service pays 100% of charges up to the schedule amounts stated in this rider for services by Delta Dental PPO Panel Providers.

You pay nothing.

Dental Service pays 100% of the usual, customary and reasonable fee.

You pay 0% of the usual, customary and reasonable fee.

Restorative and other Basic Services (Type 2 Benefits)

Dental Service pays charges up to 80% of the schedule amounts stated in this rider for services by Delta Dental PPO Panel Providers.

You pay up to 20% of the schedule amount.

Dental Service pays 80% of the usual, customary and reasonable fee.

You pay 20% of the usual, customary and reasonable fee.

Prosthodontic and Other Services (Type 3 Benefits)

Dental Service pays charges up to 50% of the schedule amounts stated in this rider for services by Delta Dental PPO Panel Providers.

You pay up to 50% of the schedule amount.

Dental Service pays 50% of the usual, customary and reasonable fee.

You pay 50% of the usual, customary and reasonable fee.

Your total benefits are limited to a maximum of \$1,500 for each member for each calendar year.

BENEFIT PAYMENTS

IN-NETWORK SERVICES:

For services performed by Massachusetts Delta Dental PPO panel providers, the In-Network benefit allowance is based on the Delta Dental PPO table of allowance or the dentist's submitted fee if lower. Delta Dental pays the dentist directly for covered services. The dentist will bill covered members for balances resulting from plan specific deductibles and co-payments.

OUT-OF-NETWORK SERVICES:

For services performed by Massachusetts Delta Dental PPO non-panel dentists, the Out-of-Network benefit co-payments for each type of service will be up to 20% lower than the in-network panel dentist co-payments. This co-payment will be applied against the negotiated fees for dentists who are under a contractual agreement with Delta Dental or the dentist's submitted fee if lower. The dentist also agrees not to balance bill subscribers.

In those circumstances where the dentist is not under any agreement with Delta Dental, Delta Dental pays the covered member directly for covered services, and the member is responsible for paying the dentist. The dentist will bill the covered member for the difference between the Delta Dental payment and his / her submitted charge and balances resulting from plan specific deductibles and co-payment.

OUT-OF-STATE DENTIST SERVICES

We will provide benefits for the covered services described in your contract when any dentist outside of Massachusetts furnishes them.

For service performed by out of state Delta Dental PPO panel providers, the In-Network benefit allowance is based on the Delta Dental PPO table of allowance or the dentist's submitted fee if lower. Delta Dental pays the dentist directly for covered services. The dentist will bill covered members for balances resulting from plan specific deductibles and co-payments.

For services performed by a Delta Dental non-panel dentist, the out-of-network benefit co-payment for each type of service will be up to 20% lower than the in-network panel dentist co-payment. This co-payment will be applied against the negotiated fees for dentists who are participating with Delta Dental as a Delta Dental participating provider or the dentist's submitted fee if lower. The dentist will bill covered members for balances resulting from plan specific deductibles and co-payments and agrees not to balance bill subscribers.

In those circumstances where the dentist is not participating as a Delta Dental participating provider with Delta Dental, benefits for covered services furnished by out-of state dentists are based on the dentist's fee or the customary fee for that geographic area, whichever is less. Delta Dental pays the covered member directly for covered services, and the member is responsible for paying the dentist. The dentist will bill the covered member for the difference between the Delta Dental payment and his / her submitted charge and balances resulting from plan specific deductibles and co-payments.

All Claims for benefits under this agreement must be submitted within one (1) year of the date the Covered Member received the service.

DENTAL SERVICE OF MASSACHUSETTS, INC.
d/b/a DELTA DENTAL OF MASSACHUSETTS

A handwritten signature in black ink that reads "Fay Donohue". The signature is written in a cursive, flowing style.

Fay Donohue
President and CEO, DSM

Incorporated under the laws of the
Commonwealth of Massachusetts
as a Non-Profit Organization

DDP-PPA 2 BPR 39 12/01/2003