

**Welcome to your  
Delta Dental - Enhanced Plan  
from  
Delta Dental of Washington**

Dental benefits are important to you and to those around you. Thank you for recognizing this and purchasing your dental benefits from Delta Dental of Washington.

Delta Dental of Washington is a member of the nationwide Delta Dental Plans Association and will be referred to in your plan documents as DDWA. This policy is underwritten by Delta Dental of Washington and administered by Delta Dental of Wisconsin.

Throughout this document the term “You” refers to the person who bought this policy.

This document is your policy, which is a contract for dental benefits coverage. It is important, so please read it from start to finish. Also, please hold onto this document. It has answers to many questions about your dental benefits coverage.

The application you filled out is part of this policy. If any part of the application is wrong, please let us know right away. Wrong information may affect your coverage. If your answers are incorrect or untrue, we may have the right to deny benefits or rescind your policy. It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

This policy from DDWA is only available to residents of Washington State. If you’re not a Washington State resident, or an eligible dependent of a Washington State resident, this policy will not cover you. However, if you tell us what state you live in we may be able to refer you to a different Delta Dental policy.

If you’re not satisfied with this policy you can return it anytime within 10 days of the date we deliver it to you. We’ll void the policy and refund your money, less any payment for claims you incurred. If we do not refund your money within 30 days after receiving the returned policy, we will pay you an additional 10% of the payment to be refunded.

This policy is available for you to review without purchase. If you are reviewing this policy prior to purchasing it, you will not receive any additional information from DDWA unless you decide to purchase this policy. If you purchase this policy, additional information will be sent to you.

Now, about your questions ...

## When does my coverage start?

During the enrollment process you will be asked to select the month you would like your coverage to begin. You may enroll up to 2 months prior to the requested effective date. After your application is approved, your coverage starts the first day of the month and continues for 12 months, as shown on the declaration page. When you purchase this policy, you are committing to keeping it for at least 12 months.

## How do I renew my coverage?

The day after the end of the 12-month policy period is the “Renewal Date”. At that time you’ll be asked to renew your policy for another 12-month period. The amount of premium you pay may change at renewal, but we’ll tell you of your new premium at least 30 days before your Renewal Date. However, if we increase your rate 25% or more, or if we decrease any benefits under your policy, DDWA will send you written notice of the new rate and benefits at least 60 days before the Renewal Date. If we don’t hear from you after we send the written notice, and you still qualify for coverage, we will automatically renew your policy with the new rates and/or benefits.

## Can I cancel my policy?

If you cancel this policy for any reason other than those listed in the “Mid-Term Termination by You” section, you will have to wait 24 months before we will issue you any other individual dental policy. You may elect to not renew at the Renewal Date without any penalty or waiting period.

## What if I have other dental coverage?

If you have other dental coverage, this Plan will be your primary Plan. We will not coordinate benefits with the carrier for any other coverage you may have.

## What about coverage for my family?

Your spouse or domestic partner and children can be covered under this policy as long as they’re eligible. If they’re no longer eligible as dependents, but are still Washington residents, they can purchase their own policy. Please see the “*Who Is Eligible For Coverage?*” section below for details.

## Where do I go on the internet to learn about my dental benefits, and what can I do there?

At [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com) you can make address, payment changes, and add or remove people you want to cover with this policy. You can also find out about your premiums, effective date, and see or print information about your benefits and claims.

## Notices

Information sent to you will be sent to your last known physical address or email address. Please let us know right away if you move or change email addresses.

Any notice sent to DDWA must be sent by the Policyholder or authorized representative in writing (either electronically or by U.S. Postal Service). The notice is considered delivered when sent to us at the email address shown below; when given in person; or when sent registered or certified United States mail, return receipt requested, proper postage prepaid, and properly addressed to:

Delta Dental  
P.O. Box 103  
Stevens Point, WI 54481-0103

Email: [CustomerService@DeltaDentalCoversMe.com](mailto:CustomerService@DeltaDentalCoversMe.com)

You may also contact us by phone or fax for questions, to provide us with general information, or to provide us notice of an urgent care request or appeal.

Phone: 888-899-3734

Fax: 800-807-1970

Please see the *“Appeals of Denied or Modified Claims”* section for more detailed information on sending an appeal request.

## **Your Plan Details**

### **Who Is Eligible For Coverage?**

**Only Washington State residents 18 years of age or older may purchase this policy.** You may also include the following people under your policy:

1. Your spouse or domestic partner (registered or non-registered).
2. Dependent child(ren), through age 25, of you or of your spouse or domestic partner. Dependent Children include biological children, stepchildren, adopted children, and foster children.

Enrolled Dependent Children who are, and continue to be, dependent beyond age 25 due to developmental disability or physical handicap will not be terminated provided that proof of incapacity and dependency is furnished to DDWA within 31 days of the child’s attainment of the limiting age and the child was an enrolled dependent upon attainment of the limiting age. DDWA reserves the right to periodically verify the disability and dependency but not more frequently than annually after the first 2 years.

Please note: If your dependent has dental coverage under any other medical or dental plan, this plan will be considered primary. We will not coordinate benefits.

## Coverage for a Newborn, Adopted or Foster Child

A newborn is covered from the moment of birth, and an adopted child is covered from the date of assumption of a legal obligation for total or partial support of the child or upon placement of the child in anticipation of adoption. A foster child is covered from the time of placement. Dental coverage provided shall include, but is not limited to, coverage for congenital anomalies of infant children. Although newborn coverage will be from the moment of birth, any premium will not be required until the first of the following month. The enrollment must be received within 90 days of the birth or adoption if your premium increases. We recommend that you let us know of the addition as soon as possible so we can advise you of any potential premium increase and accurately pay any claims for services.

## Adding or Removing Dependents

You may request to add any eligible person to this policy by submitting an application. If the application is accepted, the newly-covered person will be added to your policy when it renews. You will be charged for the added dependent on the bill following the Renewal Date. This process does not apply to newborn and newly placed or adopted children; please see the *“Coverage for a Newborn/Adopted Child”* section for more information. If you wish to drop a dependent at renewal, please notify us in writing prior to renewal. If you wish to drop a dependent during the term of this agreement, please see the *“Mid-Term Termination by You”* section.

## Delta Dental Participating Dentists

Dentists who have agreed to provide treatment to patients covered by a DDWA plan are called ‘Participating’ Dentists, because they participate in our program of plans. For your Plan, Participating Dentists may be either Delta Dental Premier Dentists or Delta Dental PPO Dentists.

### Delta Dental Premier Dentists

Premier Dentists have agreed to provide services for their filed fee under our standard agreement.

### Delta Dental PPO Dentists

Some providers also offer our patients a more value-added option by agreeing to provide services at a fee lower than their original filed fee. These are our PPO Dentists.

If you select either a Delta Dental Premier Dentist or a Delta Dental PPO Dentist, they will complete and submit claim forms, and receive payment directly from DDWA on your behalf. You will not be charged more than the Participating Dentist’s approved fee. You will be responsible only for stated coinsurances, deductibles, any amount over the plan maximum and for any elective care you choose to receive outside the covered dental benefits.

## Choosing a Dentist

You may choose any dentist to provide services under this plan; however, if you choose a Delta Dental PPO Dentist your costs may be lower than if you were to choose a dentist who is not a Delta Dental PPO Dentist.

### Example:

This chart shows a comparison of how your out-of-pocket costs are impacted by your selection of a Delta Dental PPO Dentist, a Delta Dental Premier Dentist or dentist who is not participating in one of our plans.

DDWA's payment for covered services in this example is 50%.

Type of Provider	Submitted Fees	Maximum Allowable Fee	Plan will pay	Your out of pocket cost
Delta Dental PPO Dentist	\$100	\$80	\$40	\$40
Delta Dental Premier Dentist	\$100	\$90	\$45	\$45
Non-Participating Dentist	\$100	\$70	\$35	\$65**

**Note:** We have no control over the fees a Non-Participating Dentist may charge, you are responsible for paying the difference between DDWA's allowable fee and the fees charged by the Non-Participating Dentist.

You can find a listing of Delta Dental PPO and Delta Dental Premier Dentists at our website, [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com). You may also call us at 888-899-3734 for assistance.

This policy provides for covered services only if those services are performed by or under direction of a licensed Dentist or other Delta Dental-approved Licensed Professional - an individual legally authorized to perform services as defined in their license. A Licensed Professional includes, but is not limited to, a denturist, a hygienist or a radiology technician. A licensed Dentist does not mean a dental mechanic or any other type of dental technician.

## What is Covered and What You Pay

### Deductible

This Plan has an annual deductible, which is a predetermined amount of money that you must pay each benefit period towards the cost of dental treatment before the benefits of the plan go into effect. The deductible period starts when your policy starts and continues for 12 months after that. This time period is also called the benefit period. The annual deductible for dental procedures is \$50 for you and for each covered dependent.

You are responsible for paying the deductible to the provider. The deductible applies to the procedures as listed in the Diagnostic, Preventative and Emergency Dental Procedures and All Other Dental Procedures tables in the "Benefits" section below.

## Maximum Benefit

The maximum total benefit that will be paid in any benefit period for each covered person is \$1,000. You are responsible for any fees incurred above this limit by any person covered under this policy. If you use a Delta Dental Participating Dentist, they will still honor their filed fees after you plan maximum has been reached.

## Waiting Period

For certain covered procedures a 12-month waiting period applies. This means that DDWA will not pay towards any of these procedures until you have been enrolled in this policy for 12 continuous months. Any waiting periods will be waived for you if you were covered under another insured dental plan for at least 12 continuous months before you enrolled in this plan, but only if there was no more than a 63-day gap between your previous plan and this plan. You may have to supply information about your previous plan to make sure you qualify for a waiting period waiver. Waiting periods will not be waived for new members added to this policy, or if your previous policy ended more than 63 days before you bought this policy.

## Benefits

This policy provides benefits according to the coverage percentage listed in the following chart, after the deductible is paid.

How to read this chart: If the coverage percentage shown is “80%,” DDWA will pay 80% of the amount DDWA allows, after any deductibles are paid. In this case, the amount the patient must pay, also called the coinsurance, is 20%.

This policy doesn't include an orthodontic benefit.

Diagnostic, Preventive and Emergency Dental Procedures		
Does deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
No	100%	Examination or evaluation, once every 6 months.
No	100%	Simple cleanings, once every 6 months.
No	100%	Bitewing X-rays, 1 set every 12 months.
No	100%	Fluoride (for children through age 14), once every 12 months.
No	100%	Full-mouth X-rays once every 5 years (a series of individual X-rays or a panoramic X-ray).
No	80%	Space maintainers when a primary tooth is prematurely lost.
Yes	80%	Sealants on the decay-free, biting surface of permanent molars, 1 sealant per tooth per lifetime, for ages 14 and under.
Yes	50%	Emergency treatment to relieve pain.
Yes	50%	Emergency evaluation.
Yes	50%	Composite (tooth-colored) fillings on front teeth. Amalgam (silver-colored) fillings on back teeth. Replacing an existing filling is covered once every 2 years.

<b>All Other Dental Procedures</b> <b>(a 12-month waiting period applies to all of these procedures*)</b>		
Does deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
Yes	50%	Stainless-steel crowns are covered on primary teeth; or on permanent teeth for children under 12 years of age. <ul style="list-style-type: none"> <li>Replacing this type of crown is covered once every 2 years.</li> </ul>
Yes	50%	Root canal treatment and therapy.
Yes	50%	Pulpotomy and pulpal therapy.
Yes	50%	Basic periodontal cleanings. <ul style="list-style-type: none"> <li>Either a simple cleaning or a specialized/extensive cleaning such as a basic periodontal cleaning), but not both, is allowed once every 6 months.</li> </ul>
Yes	50%	Surgical or non-surgical treatment on tooth roots because of gum disease.
Yes	50%	Scaling and root planing (deep cleaning for gum disease) once per area (upper right, lower right, upper left, lower left) every 2 years.
Yes	50%	Removing and reforming diseased gum tissue once per area every 3 years.
Yes	50%	Tissue graft procedures and removal of excess tissue.
Yes	50%	Bone surgery for treatment of periodontics disease (Periodontics Surgery) once per area every 3 years.
Yes	50%	Non-surgical extractions.
Yes	50%	General anesthesia in conjunction with covered surgical procedures, once per treatment.
Yes	50%	Crowns are covered, but only when teeth are broken down by dental decay or accidental injury and can no longer be restored adequately with a filling material. <ul style="list-style-type: none"> <li>Replacing a defective existing crown is covered when it is at least 7 years old.</li> <li>Porcelain veneers on crowns are only covered on the 6 front teeth, bicuspid, and upper front molars.</li> <li>Crowns, other than stainless-steel crowns, are only covered for persons ages 12 and up.</li> </ul>
Yes	50%	Denture repairs: <ul style="list-style-type: none"> <li>relining and rebasing dentures to improve their fit;</li> <li>implant removal;</li> <li>recement fixed bridgework; and/or</li> <li>repair fixed bridgework.</li> </ul>
Yes	50%	Appliances to replace missing teeth are covered for persons ages 16 and older when chewing function is impaired due to those missing teeth. <ul style="list-style-type: none"> <li>The appliance may be a partial denture, full denture, implant and implant related procedure, or a fixed bridge.</li> <li>Replacement of a defective appliance to replace missing teeth is covered if that appliance is at least 7 years old.</li> <li>Porcelain veneers on crowns or bridges are covered on the 6 front teeth, bicuspid, and upper first molars.</li> </ul>

\*Refer to the “*Waiting Period*” section for more information on waiting periods.

## What We Don't Cover

1. Cosmetic services or supplies, including cosmetic work done on dentures.
2. Any procedures done to restore the height and/or width of teeth.
3. General anesthesia and/or intravenous (deep) sedation, except when this policy says otherwise, or when medically necessary for children through age 6, or patients that exhibit physical, intellectual, or medically compromised conditions where dental treatment under local anesthesia would be substantially compromised and the results of treatment would be inferior to that completed under general anesthesia or IV sedation.
  - a. Examples of compromised conditions include, but are not limited to, intellectual disability, cerebral palsy, certain cardiac diagnoses and hyperactivity.
  - b. Hyperactive patients include those who are extremely uncooperative, unmanageable, or uncommunicative with severe dental and periodontal needs where postponement of oral treatment would likely result in increasing dental or facial pain, infection or loss of teeth.
  - c. All requests must include appropriate documentation defining need.
4. Braces and retainers (orthodontia), and services related to braces and retainers.
5. Oral surgery, including surgical extractions, except as specified in the benefit grid above.
6. Preventive control programs, including but not limited to, oral hygiene instruction, dietary instruction, and home fluoride kits.
7. Injuries or conditions covered under Workers' Compensation or Employer's Liability laws.
8. Services provided by any government agency.
9. Services or supplies that are provided free of charge.
10. Prescription drugs.
11. Pain relievers like nitrous oxide, conscious sedation, euphoric drugs, injections of anesthetic not in conjunction with a dental service; or injection of any medication or drug not associated with the delivery of a covered dental service.
12. Hospitalization and related charges.
13. Consultations or second opinions.
14. Charges for missed or broken appointments.
15. Behavior management.
16. Charges for completing claim forms.
17. Habit-breaking appliances.



18. Temporomandibular joint (TMJ) services or supplies.
19. Brushing and flossing instructions, tobacco and nutritional counseling.
20. Laboratory tests and/or laboratory examinations.
21. Replacement of a lost, missing or stolen denture, bridge or other prosthetic appliance.
22. Repair or replacement of orthodontic appliances.
23. Duplicate dentures or bridges, or any other duplicate appliance.
24. Expenses for myofunctional therapy.
25. Any dental services provided to anyone covered under this policy while they are on active service in the Armed Forces.
26. Any dental services performed or started before this policy took effect.
27. Any dental services performed or started after this policy ends.
28. Procedures provided by someone other than a licensed dentist or other Delta Dental-approved Licensed Professional which includes but is not limited to, a denturist, a hygienist or a radiology technician
29. Any other service not specifically listed in this policy as a benefit.
30. Claims not submitted within 15 months of the date of service.

## **When We Pay**

DDWA pays upon completion of a procedure. Removable dentures and bridges are considered completed when they are placed in a patient's mouth. Fixed partial dentures and crowns are considered completed when they are cemented in. Root canals are completed on the date the canals are permanently filled. The completion date has to be listed on the claim.

## **Time Limitations on Procedures**

When we pay for a procedure that has a time limitation, the next time we will cover that procedure on that tooth or those teeth will be after the time period has passed from the date the previous service was completed. For example, "full-mouth X-rays once every 5 years", means full-mouth X-rays once every 5 years from the date the previous X-rays were done.

## **Optional Procedures**

We pay for the least expensive dental procedure necessary to fix the problem, as outlined in the section "What Is Covered and What You Pay". You have to pay the rest of the dentist's fee if a more expensive dental procedure is selected.

## **Estimate of Payment and Treatment Plans (Predeterminations)**

An estimate, also known as a predetermination, is a request made by your dentist to DDWA to determine your benefits for a particular service.

After an exam, your dentist may recommend a treatment plan. If the plan includes crowns, fixed bridges, implants, or partial or complete dentures, and you are wondering what the treatment will cost, ask your dentist to send the treatment plan, with X-rays, to DDWA. A predetermination is not required for any service, but will provide you and your dentist with general coverage information regarding your benefits before treatment is done.

After we receive the treatment plan, we will estimate how much each of us will pay, and we will send you and your dentist an estimate. If you have any questions about the estimate, call us at 888-899-3734.

A predetermination is not a guarantee of payment, but is strictly an estimate for services. A predetermination of benefits is effective for 12 months but in the event your Benefits are terminated and you are no longer eligible, the predetermination is voided. We will make payments based on your available Benefits, limitations as described in your Policy, your continued eligibility under the Policy, the current plan provisions when the treatment is provided and all other terms of this Policy. Payment for services is determined when the claim is received. Please refer to the *"Initial Benefits Determination"* section below for information regarding claims requirements.

Before you begin the treatment plan, you and your dentist should discuss the plan, the amount DDWA will pay, and how you will pay the remainder.

### **Urgent Predetermination Requests**

Should a predetermination request be of an urgent nature, whereby any delay caused by the standard process may seriously jeopardize life, health, the ability to regain maximum function, or could cause severe pain in the opinion of a physician or dentist who has knowledge of the medical condition, DDWA will review the request within 72 hours from receipt of the request and all supporting documentation. When practical, DDWA may provide notice of determination orally with written or electronic confirmation to follow within 72 hours.

Immediate treatment is allowed without a requirement to obtain a predetermination in an emergency situation subject to the contract provisions.

## **Claim Review**

### **Filing Claims**

To allow your dentist to file a claim with DDWA, show your ID card to the receptionist at your dentist's office. You or your dentist should file your claim with us within 90 days after you see the dentist in order to ensure prompt payment. Please note: DDWA will not pay claims received more than 15 months after the procedure is completed.

Once we have settled a claim we will send you an Explanation of Benefits (EOB). This will be completed within 30 days after we receive your claim, unless special circumstances require more time. The EOB will tell you what we have paid on your claim. If we deny a claim

because we need more information, the EOB will show what additional information we need.

If you receive services from a Non-Participating Dentist, you are responsible for assuring the completed claim form is submitted. We will accept any American Dental Association-approved claim form that your dentist may provide. Additionally, you may have one sent to you by calling 888-899-3734.

Payment for services performed by a Non-Participating Dentist will be based on actual charges or DDWA's Maximum Allowable Fees for Non-Participating Dentists, whichever is less. You will be responsible for any balance remaining. Please be aware that DDWA has no control over the billing practices of Non-Participating Dentists.

## **Initial Benefit Determinations**

An initial benefit determination is made when the claim is submitted to DDWA. The claim will be paid, modified or denied. In accordance with regulatory requirements, DDWA processes all clean claims within 30 days from the date of receipt. Clean claims are claims that have no defect or impropriety, including a lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely determination of the claim from being made. Claims not meeting this definition are paid or denied within 60 days of receipt.

If a claim is denied, in whole or in part, or is modified, you will be furnished with a written Explanation of Benefits that will include the following information:

- The specific reason for the denial or modification,
- Reference to the specific plan provision on which the determination was based, and
- Your appeal rights should you wish to dispute the original determination.

## **Appeals of Denied or Modified Claims**

### **Informal Review**

If your claim for dental benefits has been completely or partially denied, you have the right to request an informal review of the decision. Either you, or your authorized representative (see below), must submit your request for a review within 180 days from the date your claim was denied (please see your Explanation of Benefits form). A request for a review may be made orally or in writing, and must include the following information:

- Your name and ID number
- The claim number (from your Explanation of Benefits form)
- The name of the dentist

DDWA will review your claim and make a determination within 30 days of receiving your request and will send you a written notification of the review decision. Upon request, you

will be granted access to and copies of all relevant information used in making the review decision.

If the informal review cannot be resolved within 30 days from the date that we receive it, we will notify you, your covered dependent, or your authorized representative in writing that we intend to extend the period of time for resolution by an additional 30 days. The notification will state when resolution may be expected and the reasons for the additional time needed.

Informal reviews of wholly or partially denied claims are conducted by persons not involved in the initial claim determination.

## **Formal Review**

If you are dissatisfied with the outcome of the informal review, you may request that your claim be reviewed formally by the DDWA Appeals Committee. The Appeals Committee includes only persons who were not involved in either the original claim decision or the informal review.

Your request for a review by the Appeals Committee must be made within 90 days of the post-marked date of the letter notifying you of the informal review decision. Your request should include the information noted above in the *Informal Review* section plus a copy of the informal review decision letter. You may also submit any other documentation or information you believe supports your case.

The Appeals Committee will review your claim, make a determination, and send you a written notification of the review decision within 30 days of receiving your request. Upon request, you will be granted access to and copies of all relevant information used in making the review decision.

If the appeal cannot be resolved within 30 days from the date that we receive your request, we will notify you, your covered dependent, or your authorized representative in writing that we intend to extend the period of time for resolution by an additional 30 days. The notification will state when resolution may be expected and the reasons for the additional time needed.

The decision of the Appeals Committee is final. If you disagree with the outcome of your appeal and you have exhausted the appeals process provided by your plan, there may be other avenues available for further action including, but not limited to, civil remedies and review by regulatory agencies.

## **Authorized Representative**

You may authorize another person to represent you and receive communications from DDWA regarding your specific appeals. The authorization must be in writing and signed by you. If an appeal is submitted by another party without this authorization, a request will be made to obtain a completed Authorized Representative form. The appeal process will not commence until this form is received. Should the form or any other document confirming the right of the individual to act on your behalf not be returned, the appeal will be closed.

## **Premiums**

### **Current Policy and Renewal**

This policy is effective for 12 months, starting with the policy's effective date as shown on the declaration page. After that, you can renew this policy, if you and any other people covered under this policy remain eligible, and if premiums are paid according to the procedure described in this document.

### **Rates and Financial Obligations**

The current premium rates are listed on the Declaration Page.

DDWA may change the rates and/or benefits under this policy on this policy's Renewal Date. DDWA will send you written notice of a rate change at least 30 days before your Renewal Date. However, if we will be increasing your rate 25% or more, or decreasing any benefits under your policy, DDWA will send you written notice of the new rate and benefits at least 60 days before the Renewal Date.

Legislative Surcharge Clause — If any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by you, or payments made by DDWA for claims, then DDWA is authorized to increase the monthly premium by the amount of such new tax, assessment or increase.

### **Premium Due Date**

The first premium for this policy is due the day we accept your application for coverage. You can pay premiums monthly, semiannually or annually. The time period you choose is called a "premium period." Premiums are due the first day of each premium period.

### **Premium Grace Period**

You have a 30-day grace period to pay your premium. You are still covered during the grace period. If you don't pay your premium within the grace period, you will lose coverage on the last day of the grace period and we will terminate this contract.

## Canceling this Policy

### Mid-Term Termination by You

When you purchase this policy you are committing to keeping it for at least 12 months. If you cancel this policy early for any reason other than those listed below, you will have to wait 24 months before we will issue you any other individual dental policy.

You can terminate this policy before the end of the 12-month period only for the following reasons without penalty or the requirement to wait 24 months before you can obtain another individual policy from DDWA:

1. You become covered under a group dental plan offered at work. If anyone else covered under this policy becomes covered under a group plan, they may be terminated without terminating the entire policy. If you or your dependent becomes covered under another individual dental plan, you will still be obligated to continue this plan.
2. You die. In that instance, the policy may terminate or anyone else covered under your policy who meets the eligibility standards may choose to continue the policy. If a covered person other than you dies, you can terminate their coverage without terminating the entire policy.
3. You enter into full-time United States military service. In that instance, the policy may terminate or anyone else covered under your policy who meets the eligibility standards may choose to continue the policy. If a covered person other than you enters military service, you may terminate their coverage without terminating the entire policy.

If any of the above events occur, and you want us to terminate your policy or coverage for a dependent under your policy, you must tell us in writing within 30 days of the events and send us proof of the event. Once you do, we will refund any unused premium paid.

### Mid-Term Termination by Delta Dental of Washington

We can terminate your policy before its annual renewal for the following reasons:

1. You don't pay the premium when it's due;
2. You or a covered dependent commits fraud related to this policy or any other policy You have with DDWA; or
3. Someone other than you or a covered dependent uses your dental coverage.

If we terminate your dental coverage, we will refund your unused premium.

### How to Terminate Your Policy at Renewal

This policy will automatically renew. If you don't want to renew this policy, or coverage for a dependent under this policy, send us written notice (either electronically or through the

regular mail) before the policy's Renewal Date. If you do, this policy will end on the last day before the Renewal Date.

We may elect to not renew this policy if the premiums are not paid on time, or if the Plan that you are enrolled in terminates. If we elect not to renew this policy we will notify you in writing (either electronically or through the regular mail) at least 60 days before the Renewal Date. If we do, this policy will end on the last day before the Renewal Date.

## **Effective Date of Termination**

All dental benefits coverage for you and/or other people covered under this policy stops on the date this policy is terminated. That date is the earliest of the following:

1. The day following the last day of any grace period, if the premium hasn't been paid; or
2. The last day of the month we receive a termination request from you, or the last day of any later month stated in your request; or
3. The last day before the Renewal Date if this policy is not renewed, or
4. The last day of the month after the date of your death if no one else covered under this policy wants to continue the policy; or
5. The last day of the month after the date of death of a person covered under this policy other than you, but only for that person; or
6. The last day of your current policy period if you (the subscriber) move out of Washington. This applies to anyone covered under this policy. Dependents remaining in Washington that wish to continue coverage may enroll in a new policy.

If anyone covered under this policy commits fraud related to this policy or any other policy you have with DDWA, we may terminate your coverage back to its original effective date. If we do that, we'll give back the premium you paid us minus any claims we paid for you. If the claims we paid are more than the premium you paid, you will have to pay us the difference.

## **Conversion Option**

If your dental coverage stops because your eligibility ends as a result of termination of marriage or domestic partnership, or the policyholder's death, you may obtain an individual policy without a physical examination, statement of health, or other proof of insurability.

## **General Terms**

### **Delta Dental of Washington's Liability**

DDWA is responsible for providing the administrative services detailed in this contract, and for paying claims for services properly incurred under this contract. DDWA is not responsible for the actual services prescribed or for the procedures performed by your dental professional. This contract does not give anyone any claim, right, or cause of action

against DDWA based on what a provider of dental care services or supplies does or doesn't do.

### **Compliance with Laws and Regulations**

This Contract shall be in compliance with all pertinent federal and state laws and regulations, including, but not limited to, the applicable health care privacy and disclosure provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If this Contract or any part hereof, is found not to be in compliance with any pertinent federal or state law or regulation, then DDWA shall amend the Contract for the sole purpose of correcting the noncompliance.

### **Confidentiality and HIPAA Compliance**

DDWA is considered a "covered entity" pursuant to the provisions of HIPAA. In recognition thereof, DDWA will comply with all applicable privacy and security provisions of HIPAA concerning the protected health information of eligible persons. This provision shall survive the termination of the contract.

### **Rights of Recovery (Subrogation)**

If we pay benefits under this policy, and you are paid by someone else for the same procedures we pay for, we have the right to recover what we paid from the excess received by you, after full compensation for your loss is received. Any legal fees for recovery will be prorated between the parties based on the percentage of the recovery received. You have to sign and deliver to us any documents relating to the recovery that we reasonably request.

### **Governing Law**

This contract is issued and delivered in the state of Washington and obeys its laws and regulations. On the effective date of this contract, any term, condition, or provision conflicting with Washington State laws and regulations applying to this contract will automatically conform to the minimum requirements of such laws and regulations.

### **Non-waiver and Severability**

If we don't exercise any remedy or right under this contract, that doesn't affect our ability to exercise any remedy or right at any time in the future.

### **Entire Contract Changes**

The entire contract between you and us consists of this policy, which includes the benefits, limitations and co-payments, the declaration page, any and all endorsements or riders, and the application.

No oral statements by anyone can change or affect any aspect of this contract.



## **Notice Legal Action**

No legal action can be brought against us until at least 60 days after proof of loss has been furnished, that proof of loss has been waived, or we have denied payment, whichever comes earlier.

## **Any Questions?**

If you have problems with Delta Dental of Washington or any producer contact them to resolve your problem. You can contact DDWA at the address and telephone number provided in the “*Notices*” section.

The Office of the Insurance Commissioner is a state agency that regulates Washington State insurers. To file a complaint with the Office of the Insurance Commissioner write to:

Washington State Office of the Insurance Commissioner  
P.O. Box 40256  
Olympia, WA 98504-0256  
Phone: 800-562-6900 or 360- 725-7080  
Fax: 360- 586-2018