

**Welcome to your  
Delta Dental – Premium 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 plan 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 Policy documents as DDWA. This Policy is underwritten by Delta Dental of Washington and administered by Wyssta Services, Inc., our Health Care Benefit Manager.

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 plan.

You have 10 days to decide if you want to keep this Policy. If you’re not satisfied after reading through this Policy, you can cancel it anytime within 10 days of the date you received this material by notifying us at 888-899-3734 or by returning your Policy to us or your Producer. We’ll void the Policy and refund your money, less any payment we made for claims you incurred. If we do not refund your money within 30 days after you cancel the Policy, we will pay you an additional 10 percent of the refunded amount.

This Policy is available for you to review before purchasing. 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 before the requested effective date. Once your application is approved, your coverage is effective the first day of the month you requested during enrollment 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 12-month Policy period ends is the “Renewal Date”. Prior to this date, we will send you information about your upcoming renewal. The amount of premium you pay may change at renewal, but we will tell you of your new premium at least 30 days before your Renewal Date. However, if we increase your rate 25 percent 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 this information, and you still qualify for coverage, your Policy will automatically renew for an additional 12-month Policy term with the new rates and/or benefits.

## Can I cancel my Policy?

You may choose not to renew at the Renewal Date without any penalty or waiting period.

You may only cancel your Policy before the Renewal Date for the reasons listed in the “Mid-Term Termination by You” section.

## What if I have other dental coverage?

This Plan does not coordinate benefits. If you have other dental coverage, this Plan will pay as primary. We will not coordinate benefits with any other plan 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 State residents, they may 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 update your contact information, make changes to your payment, and add or remove people you want to cover under this Policy. You can view your premiums, effective date, as well as see or print information about your benefits and claims.

## Notices

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

Any notice sent to DDWA must be sent in writing by the Policyholder or an authorized representative (either electronically or by U.S. Postal Service). The notice is considered delivered when sent to us through your account at [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com); sent to the email address shown below; delivered in person; sent by fax; or mailed via registered or certified United States postal mail, return receipt requested, with proper postage, and properly addressed to:

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

Web: [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com)

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 note, to send us an Appeal, please see the contact information and instructions in the “Appeals of Denied or Modified Claims” section .

This plan is administered by Wyssta Services, Inc., a Health Care Benefit Manager. For information regarding the role of a Health Care Benefit Manager, or to see list of contracted Health Care Benefit Managers acting on behalf of DDWA, please visit our website at [www.deltadentalwa.com/tools-and-resources/health-care-benefit-manager](http://www.deltadentalwa.com/tools-and-resources/health-care-benefit-manager), or [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com).

## **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 your spouse / domestic partner. Dependent children include biological children, stepchildren, adopted children, and foster children.

Enrolled dependent children who remain dependent beyond age 25 due to a developmental or physical disability will not be terminated, provided that proof of incapacity and dependency is submitted to DDWA within 31 days of the child’s attainment of the limiting age, and the child was an enrolled dependent at the time of reaching 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 at the beginning of the next month. You will be charged for the added dependent effective the date they are added. This process does not apply to newborn and newly placed or adopted children; please see the “Coverage for a Newborn, Adopted or Foster Child” section for more information. You may only drop a dependent at renewal, or for one of the reasons described in the “Mid-Term Termination by You” section. If you are dropping a dependent at renewal, please notify us in writing before the renewal date.

### **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 are Delta Dental PPO plus Premier™ Dentists.

Your Delta Dental PPO plus Premier Dentist 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**

Your provider network is: Delta Dental PPO plus Premier.

You may choose any Dentist to provide services under this plan; however, if you choose a Delta Dental PPO plus Premier Dentist your costs may be lower than if you choose a Dentist who does not participate with Delta Dental.

You can find a listing of Delta Dental PPO plus Premier Dentists on 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 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.

**Example:**

This chart shows a comparison of how your out-of-pocket costs are impacted by your selection of a Delta Dental PPO plus Premier Dentist or a Non-Participating Dentist.

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

Type of Provider	Submitted Fees	Allowable Fee	Plan will pay	Your out-of-pocket cost
Delta Dental PPO plus 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.*

## What is Covered and What You Pay

### Deductible

This Plan has an annual \$100 Deductible for you and each covered dependent. The Deductible is an amount of money you must pay each Benefit Period towards the cost of dental treatment before the benefits of the plan go into effect. You are responsible for the annual Deductible each Benefit Period, which begins when your Policy is purchased or renewed and continues for 12 months.

You are responsible for paying the Deductible directly to your Dentist. The Deductible does not apply to all procedures. Please see the "Benefits" section below to see which covered procedures require a Deductible payment.

### Benefit Period

Most dental benefits are calculated within a Benefit Period, which is the 12-month period that starts when your Policy becomes effective and continues until the end of the 12-month period. For example, if your Policy is effective February 1, your Benefit Period starts February 1 and would continue until January 31 of the following year.

### Plan Maximum

This Plan has a \$2,000 Plan Maximum for each covered person, which is the total amount that will be paid in any Benefit Period. You are responsible for any costs 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 even after your Plan Maximum has been reached.

## Waiting Period

This Policy has a 12-month Waiting Period that applies to certain covered procedures. This means that DDWA will not pay for any of these procedures until you have been enrolled in this Policy for 12 continuous months. Please see the “Benefits” section below for procedures that are subject to the Waiting Period.

If you were covered under a comparable full-coverage dental plan that included Major services, for at least 12 continuous months before enrolling in this Plan, any Waiting Periods will be waived—provided there was no more than a 63-day gap between your previous coverage and this Policy. Dental services obtained through a discount plan do not qualify as comparable coverage and will not count toward satisfying the Waiting Period requirement.

To request that the waiting period be waived, you must provide details about your previous coverage. Contact your previous or current carrier to request a credible coverage letter, which will include all necessary information to determine if your prior coverage satisfies the Waiting Period requirement. You may be asked to provide a copy of this letter to confirm your eligibility.

Waiting Periods will not be waived for new members added to this Policy without prior comparable dental insurance, as described above, or if there was a gap of more than 63 days between any previous policies and the effective date of this Policy.

## Benefits

This Policy provides benefits based on the coverage percentages listed in the following chart, after the Deductible is paid.

How to read this chart: If the coverage percentage listed is “80 percent,” DDWA will pay 80 percent of the amount DDWA allows, after any Deductibles are paid. In this case, the patient must pay the remaining 20 percent, which is the coinsurance.

This Policy doesn’t include an orthodontic benefit.

Diagnostic, Preventive, Emergency Dental Procedures, Fillings, and Periodontal Maintenance		
Does Deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
No	100%	<p><b>Routine diagnostic or comprehensive oral evaluations</b></p> <ul style="list-style-type: none"> <li>Covered three times per Benefit Period.</li> <li>Comprehensive oral examinations are covered once for the same dentist for the entire time you are on this plan. If you change dentists, you are covered for a new comprehensive oral examination.</li> </ul>

<b>Diagnostic, Preventive, Emergency Dental Procedures, Fillings, and Periodontal Maintenance</b>		
<b>Does Deductible apply? Yes/No</b>	<b>Coverage Percentage</b>	<b>What is covered (for each person covered under the plan)</b>
No	100%	<b>Limited or problem-focused oral (Emergency) evaluations</b> <ul style="list-style-type: none"> <li>Covered once every 12 months.</li> </ul>
No	100%	<b>Bitewing X-rays</b> <ul style="list-style-type: none"> <li>Covered twice per Benefit Period.</li> </ul> <b>Comprehensive series of X-rays or panoramic X-ray</b> <ul style="list-style-type: none"> <li>Covered once every five years.</li> </ul> <b>NOTE:</b> When multiple x-rays are taken on the same day, with the exception of a panoramic x-ray, and the combined fees are more than a comprehensive series of x-rays, then all the x-rays taken on the same day will be considered a comprehensive series of x-rays for the purpose of payment and benefit Limitations.
No	100%	<b>Prophylaxis (simple cleanings)</b> <ul style="list-style-type: none"> <li>Covered for either a prophylaxis or periodontal maintenance cleaning three times per Benefit Period.</li> </ul>
No	100%	<b>Sealants or preventive resin restorations</b> <ul style="list-style-type: none"> <li>Covered for all ages once per lifetime on each permanent molar that has no restorations (includes preventive resin restorations) on the occlusal (biting) surface.</li> </ul>
No	100%	<b>Fluoride</b> <ul style="list-style-type: none"> <li>Covered for all ages, once every 12 months.</li> </ul>
No	100%	<b>Application of caries arresting medicament</b> <ul style="list-style-type: none"> <li>Covered twice per tooth per Benefit Period.</li> </ul>
No	100%	<b>Space maintainers</b> <ul style="list-style-type: none"> <li>Covered when a primary tooth is prematurely lost.</li> </ul>
No	100%	<b>Palliative (Emergency) treatment to relieve pain</b>

<b>Diagnostic, Preventive, Emergency Dental Procedures, Fillings, and Periodontal Maintenance</b>		
Does Deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
Yes	80%	<b>Fillings – resin-based composite (tooth-colored) or amalgam (silver-colored)</b> <ul style="list-style-type: none"> <li>Covered once every two years on the same surface(s) of the same tooth.</li> <li>Fillings placed in the same tooth within two months of an application of caries arresting medicament is not a covered benefit.</li> </ul>
No	50%	<b>Periodontal maintenance (basic periodontal cleanings)</b> <ul style="list-style-type: none"> <li>Covered for either a prophylaxis or periodontal maintenance cleaning three times per Benefit Period.</li> </ul>
<b>All Other Dental Procedures (a 12-month Waiting Period applies to these procedures**)</b>		
Does Deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
Yes	50%	<b>Full mouth debridement to enable a comprehensive oral evaluation and diagnosis on subsequent visit</b> <ul style="list-style-type: none"> <li>Covered once the entire time you are on this plan.</li> <li>Not covered within six months of a prophylaxis or periodontal maintenance.</li> </ul>
Yes	50%	<b>Surgical treatment on tooth roots because of gum disease</b>
Yes	50%	<b>Periodontal scaling and root planing (deep cleaning for gum disease)</b> <ul style="list-style-type: none"> <li>Covered once per quadrant every two years.</li> </ul>
Yes	50%	<b>Gingivectomy or gingivoplasty (removing and reforming diseased gum tissue)</b> <ul style="list-style-type: none"> <li>Covered once per quadrant every three years.</li> </ul>

<b>All Other Dental Procedures</b> <b>(a 12-month Waiting Period applies to these procedures**)</b>		
Does Deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
Yes	50%	<b>Tissue graft procedures and removal of excess tissue</b> <ul style="list-style-type: none"> <li>• Not covered in conjunction with ridge preservation or augmentation for implants and prosthetics.</li> </ul>
Yes	50%	<b>Periodontal Surgery (bone surgery for treatment of periodontal disease)</b> <ul style="list-style-type: none"> <li>• Covered once per quadrant every three years.</li> <li>• Not covered in conjunction with ridge preservation or augmentation for implants and prosthetics.</li> </ul>
Yes	50%	<b>Bone replacement grafts for treatment of periodontal disease</b> <ul style="list-style-type: none"> <li>• Covered once per tooth every three years.</li> <li>• Not covered in conjunction with ridge preservation or augmentation for implant and prosthetics.</li> </ul>
Yes	50%	<b>Root canal treatment and therapy</b>
Yes	50%	<b>Pulpotomy and pulpal therapy</b>
Yes	50%	<b>Surgical or non-surgical extractions, per tooth</b>
Yes	50%	<b>General anesthesia or intravenous moderate sedation in conjunction with covered surgical procedures</b> <ul style="list-style-type: none"> <li>• Covered when medically necessary, for children through age six, or for a physically or developmentally disabled person, in conjunction with any covered procedure.</li> </ul>
Yes	50%	<b>Prefabricated crowns (stainless steel)</b> <ul style="list-style-type: none"> <li>• Covered once per tooth every two years.</li> </ul>
Yes	50%	<b>Crowns</b> <ul style="list-style-type: none"> <li>• Covered once per tooth every seven years for persons ages 12 years and older.</li> <li>• Covered only when teeth are broken down by dental decay or accidental injury and can no longer be restored adequately with a filling material.</li> </ul>

<b>All Other Dental Procedures</b>		
<b>(a 12-month Waiting Period applies to these procedures**)</b>		
Does Deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
Yes	50%	<p><b>Crown buildups or post and cores on endodontically treated teeth</b></p> <ul style="list-style-type: none"> <li>• Covered once per tooth every seven years for persons 12 years and older.</li> <li>• Covered for a posterior (back) tooth when one cusp is missing down to, or closer than, 2mm from the gum tissue in preparation for a restorative crown.</li> <li>• Covered for an anterior (front) tooth when more than 1/2 of the mesial-distal width of the incisal edge is missing down past the junction of the incisal and middle third of the tooth in preparation for a restorative crown.</li> </ul>
Yes	50%	<p><b>Prosthetic appliances to replace missing teeth</b></p> <ul style="list-style-type: none"> <li>• Appliance may be a partial denture, full denture, implant and implant related procedure, or a fixed bridge.</li> <li>• Replacement of an existing appliance is covered once every seven years and only when it cannot be repaired.</li> <li>• Covered for persons ages 16 years and older.</li> </ul>
Yes	50%	<p><b>Adjustment or repair of an existing prosthetic appliance</b></p> <ul style="list-style-type: none"> <li>• Denture adjustment and relines are covered six months after the permanent appliance is initially placed.</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. Porcelain veneers, including restoration to a decayed or broken tooth.
4. General Anesthesia and/or Intravenous (deep) Sedation for routine procedures for a person who is not physically or developmentally disabled or over the age of 7.
5. Braces and retainers (orthodontia), and services related to braces and retainers.
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.
12. Injections of anesthetic not in conjunction with a dental service.
13. Injection of any medication or drug not associated with the delivery of a covered dental service.
14. Hospitalization and related charges.
15. Consultations or second opinions.
16. Charges for missed or broken appointments.
17. Behavior management.
18. Charges for completing claim forms.
19. Local drug delivery for treatment of gum disease (Localized Delivery of Antimicrobial Agent).
20. Habit-breaking appliances, including Occlusal Guards. Habit-breaking appliances are fixed or removable device(s) fabricated to help prevent potentially harmful oral health habits (e.g., chronic thumb sucking appliance, tongue thrusting appliance etc.).
21. Temporomandibular joint (TMJ) services or supplies.
22. Brushing and flossing instructions, tobacco and nutritional counseling.
23. Laboratory tests and/or laboratory examinations.
24. Replacement of a lost, missing or stolen denture, bridge or other prosthetic appliance.
25. Repair or replacement of orthodontic appliances.
26. Duplicate dentures or bridges, or any other duplicate appliance.
27. Expenses for myofunctional therapy.
28. Any dental services provided to anyone covered under this Policy while they are on active service in the Armed Forces.
29. Any dental services performed or started before this Policy took effect.
30. Any dental services performed or started after this Policy ends.
31. Services or procedures provided by anyone other than a licensed Dentist or other Licensed Professional providing dental services within the scope of their licensure.
32. 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 must be listed on the claim.

## Time Limitations on Procedures

When we pay for a procedure with a time limitation, the next time we will cover that procedure on the same tooth or teeth is after the specified time period has passed since the previous service was completed. For example, a "comprehensive series of X-rays, once every 5 years", means a comprehensive series of X-rays is covered once every 5 years from the date the previous X-rays were taken.

## Optional Procedures

We pay for the least expensive, professionally acceptable dental procedure necessary to fix the dental problem, as outlined in the "What Is Covered and What You Pay" section. If you choose a more expensive dental procedure, you will be responsible for the difference in cost.

## Pretreatment Estimates – Estimating your costs

A pretreatment estimate 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, along with X-rays, to DDWA. A pretreatment estimate is not required for any service but will provide you and your Dentist with general coverage information regarding your benefits before treatment begins.

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 pretreatment estimate, call us at 888-899-3734.

A pretreatment estimate is not a guarantee of payment but is strictly an estimate for services. A pretreatment estimate is effective for 12 months but in the event your benefits are terminated, and you are no longer eligible, the pretreatment estimate 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 Benefit Determinations" 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 Pretreatment Estimates**

If a request for a pretreatment estimate 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 pretreatment estimate in an emergency situation subject to the Policy provisions.

## **Claim Review**

### **Filing Claims**

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.

If you receive services from a Non-Participating Dentist, you are responsible for ensuring that 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 a claim form 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.

### **Claim Determinations**

A claim 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 defects or improprieties, including a lack of any required substantiating documentation or particular circumstances requiring special treatment that prevent timely determination of the claim from being made. Claims that do not meet this definition are paid or denied within 60 days of receipt.

Once we have processed a claim, we will send you an Explanation of Benefits (EOB). The EOB will show you what we have paid on your claim. If a claim is denied, in whole or in part, or is modified, you will be furnished with a written EOB 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,

- A request for additional information if needed to make a determination, and
- Your appeal rights should you wish to dispute the original determination.

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

If your claim or pretreatment estimate has been completely or partially denied, or you have received any other adverse benefit determination, you have the right to initiate an appeal. An appeal is a request for DDWA to reconsider the prior determination, and your opportunity to provide us with any additional comments or information you would like us to consider. The Appeals process includes two levels of review, informal and formal. An Informal Review of your Appeal is when DDWA staff evaluates the claim and the terms of your Plan to determine if the claim processed consistently with the terms of your Plan. A Formal Review of your Appeal is when our Appeals Committee evaluates your claim, the terms of your Plan, any existing or new information, all correspondence and communications between you and DDWA, and any clinical considerations in order to determine if a claim processed consistently with the terms of your Plan.

### **Informal Review**

Your first step in the appeals process is 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 of the adverse benefit determination (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, the patient's name (if different) and ID number
- The claim number (from your Explanation of Benefits form)
- The name of the Dentist

Please send your appeal request to:

Delta Dental of Washington  
P.O. Box 75983  
Seattle, WA 98175-0983  
Email: [memberappeals@DeltaDentalWA.com](mailto:memberappeals@DeltaDentalWA.com)  
Phone: 888-899-3734  
Fax: 509-685-6662

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 provided 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 formal request for a review by the Appeals Committee must be made within 90 days of the 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 any documentation or information you believe supports your case. 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 provided 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 from 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 it 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 the 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 are increasing your rate 25 percent or more, or decreasing any benefits under your Policy, DDWA will send you written notice of the new rate or benefit change 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 on the day we accept your application for coverage. You can pay premiums monthly, semiannually, or annually. Premiums are due on the due date shown on your Declaration Page.

### **Premium Grace Period**

After your initial premium payment, you have a 30-day grace period, starting from the payment due date shown on your Declaration Page, to pay your premium. We will place a hold on paying your claims beginning on the first day of the month after a missed premium payment. Payment for your claims will stay on hold until your premium payment is made. If you do not make a premium payment within the 30-day grace period, we will terminate this Policy for non-payment, and anyone covered under this Policy will lose coverage. Any claims held during the grace period will be denied and the cost will be your responsibility.

## **Canceling this Policy**

### **Mid-Term Termination by You**

When you purchase or renew this Policy, you are committing to keeping it for a 12-month period. To cancel your Policy before the end of the 12-month commitment, you must send a written request prior to the requested date of termination. Please send your written request to Delta Dental, P.O. Box 103, Stevens Point, WI 54481-0103, or email us at [CustomerService@DeltaDentalCoversMe.com](mailto:CustomerService@DeltaDentalCoversMe.com). We will terminate your Policy at the end of the month in which we receive your written request.

If you terminate your Policy before the end of your 12-month commitment for one of the following reasons, there will be no adverse impact.

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 Policy.
2. You die. In that case, the Policy will terminate. Anyone else covered under your Policy who meets the eligibility standards may choose to continue on a new Policy, by completing a new application. 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 would terminate. Anyone else covered under your Policy who meets the eligibility standards may choose to continue on a new Policy, by completing a new application. 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 to terminate your Policy or coverage for a dependent under your Policy, you must tell us in writing within 30 days of the event.

If you terminate your Policy before the end of your 12-month commitment for any reason not listed above, you will not be allowed to purchase another Delta Dental of Washington Individual Plan for 12 months.

If you terminate your dental coverage before the end of your 12-month commitment, we will refund any premium paid for coverage after your termination date less any claims incurred after that termination date.

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

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

1. You fail to 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 before the end of your 12-month commitment, we will refund your unused premium payment, less any claims incurred. If we terminate your Policy for any of these reasons, we may not allow you to purchase another individual plan from DDWA for a 12-month period.

## How to End 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, you must 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 choose not to renew this Policy if the premiums are not paid on time or if the Plan that you are enrolled in terminates. If we choose 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 last day of the month for which premiums were paid, 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 following the date of your death. This applies to anyone covered under this Policy. Any Dependents that wish to continue coverage will need to enroll in a new Policy; or
5. The last day of the month following 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 State. This applies to anyone covered under this Policy. Dependents remaining in Washington State 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 the 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 apply for a Delta Dental of Washington Individual Plan without a physical examination, statement of health, or other proof of insurability. To avoid any potential waiting periods, your new plan must be effective within 63 days of any prior coverage. You may get additional information or apply for coverage online at [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com) or by calling 888-899-3734.

## **General Terms**

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

DDWA is responsible for providing the administrative services detailed in this Policy, and for paying claims for services properly incurred under this Policy.

### **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.

### **Health Insurance Portability and Accountability Act (HIPAA)**

Delta Dental of Washington is committed to protecting the privacy of your dental health information in compliance with the Health Insurance Portability and Accountability Act. You can get our Notice of Privacy Practices by visiting [www.DeltaDentalWA.com](http://www.DeltaDentalWA.com), or by calling DDWA at 800-554-1907.

### **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 any questions or need more help beyond the information in this Policy, feel free to call us at 888-899-3734 or visit our website at [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com). We're happy to help resolve any issues you may have.

However, if you are unable to resolve the matter with us, you also have the option of reaching out to the Office of the Insurance Commissioner, a state agency that regulates Washington State insurers. To file a complaint with the Office of the Insurance Commissioner, you can contact them using the following information:

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

## Nondiscrimination and Language Assistance Services

Delta Dental of Washington complies with applicable Federal and Washington State civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, gender identity or sexual orientation.

Delta Dental of Washington does not exclude people or treat them differently because of race, color, national origin, age, disability, sex, gender identity or sexual orientation.

We will provide free auxiliary aids and services to people with disabilities to assist in communicating effectively with DDWA staff, such as:

- ◆ Qualified sign language interpreters
- ◆ Written information in other formats (large print, audio, accessible electronic formats, other formats)

We will provide free language assistance services to assist in communicating effectively with DDWA staff for people whose primary language is not English, such as:

- ◆ Qualified interpreters
- ◆ Information written in other languages

If you need these services, contact Delta Dental of Washington's Customer Service at: 800-554-1907. If you need translation or interpreter assistance at your dental provider's office, please contact their staff. The cost for translations and interpreter services for communication between you and your provider are not covered by DDWA.

If you believe that Delta Dental of Washington has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, gender identity or sexual orientation, you can file a grievance with our Compliance and Privacy Officer/1557 Coordinator who may be reached as follows: PO Box 75983 Seattle, WA 98175, Ph: 800-554-1907, TTY: 800-833-6384, Fx: 206 729-5512 or by email at: [Compliance@DeltaDentalWA.com](mailto:Compliance@DeltaDentalWA.com). You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, our Compliance/Privacy Officer is available to help you.

You can also file a civil rights complaint with:

- ◆ The U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.
- ◆ The Washington State Office of the Insurance Commissioner, electronically through the Office of the Insurance Commissioner Complaint portal available at <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>, or by phone at 800-562-6900, 360-586-0241 (TDD). Complaint forms are available at <https://fortress.wa.gov/oic/onlineservices/cc/pub/complaintinformation.aspx>

<b>Notice of Availability of Language Services</b>	
<b>Amharic</b>	እርስዎ፣ ወይም ሌላ እየረዱት ያለ ሰው፣ ስለ Delta Dental of Washington ጥያቄ ካላችሁ፣ በራሳችሁ ቋንቋ ያለምንም ክፍያ እርዳታ እና መረጃ የማግኘት መብት አላችሁ። ከአስተርጓሚ ጋር ለማውራት፣ በ 800-554-1907 ይደውሉ።
<b>Arabic</b>	إذا كانت لديك أو لدى أي شخص آخر تساعده أسئلة حول Delta Dental of Washington، فلك الحق في طلب المساعدة والمعلومات بلغتك دون أن تتحمل أي تكلفة. للتحدث إلى مترجم، يُرجى الاتصال على الرقم 800-554-1907.
<b>Cambodian (Mon-Khmer)</b>	ប្រសិនបើអ្នក ឬនរណាម្នាក់ដែលអ្នកកំពុងជួយ មានសំណួរអំពីកម្មវិធី Delta Dental of Washington អ្នកមានសិទ្ធិទទួលបានជំនួយ និងព័ត៌មានជាការសារសម្រាប់អ្នកដោយឥតគិតថ្លៃ។ ដើម្បីនិយាយទៅកាន់អ្នកបកប្រែ សូមទូរស័ព្ទទៅលេខ 800-554-1907។
<b>Chinese</b>	如果您或您正在帮助的人对 Delta Dental of Washington 有任何疑问，您有权免费以您的语言获得帮助和信息。要想联系翻译员，请致电 800-554-1907。
<b>Cushite (Oromo)</b>	Ati yookaan namni ati gargaaraa jirtu waa'ee Delta Dental of Washington gaaffilee yoo qabaattan kaffaltii malee afaan keetiin gargaarsaa fi odeeffannoo argachuu ni dandeessa. Nama afaan sii hiiku dubbisuuf lakk. 800-554-1907tiin bilbili.
<b>French</b>	Si vous, ou quelqu'un à qui vous apportez votre aide, avez des questions à propos de Delta Dental of Washington, vous avez le droit d'obtenir gratuitement de l'aide et des informations dans votre langue. Pour parler à un interprète, appelez le 800-554-1907.
<b>German</b>	Falls Sie oder jemand, dem Sie helfen, Fragen zu Delta Dental of Washington haben, sind Sie berechtigt, kostenlos Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 800-554-1907 an.
<b>Japanese</b>	ご本人様、またはお客様の身寄りの方でも Delta Dental of Washington についてご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合 800-554-1907 までお電話ください。
<b>Korean</b>	귀하 또는 귀하가 돕고 있는 누군가에게 Delta Dental of Washington 에 대한 질문이 있을 경우, 귀하는 무료로 귀하의 언어로 도움을 제공받을 권리가 있습니다. 통역사와 통화를 원하시면 800-554-1907 로 전화하십시오.
<b>Laotian</b>	ຖ້າທ່ານ ຫຼື ບຸກຄົນໃດໜຶ່ງທີ່ທ່ານກຳລັງໃຫ້ການຊ່ວຍເຫຼືອມີຄຳຖາມກ່ຽວກັບ Delta Dental of Washington, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໃດໜຶ່ງຢ່າຈ່າ. ເພື່ອນິມັດຮັບຜົນປະໂຫຍດ, ໂທ 800-554-1907.
<b>Persian (Farsi)</b>	دارد، این حق را دارید که اطلاعات مورد Delta Dental of Washington اگر شما، یا شخصی که به وی کمک می کنید، سؤالی درباره‌ی تماس بگیرید. 800-554-1907 جهت صحبت با یک مترجم شفاهی، با شماره نیازتان را به زبان خود و بدون هیچ هزینه‌ای دریافت کنید.

<b>Notice of Availability of Language Services</b>	
<b>Punjabi</b>	ਜੇ ਤੁਹਾਡੇ ਜਾਂ ਜਿਸ ਦੀ ਤੁਸੀਂ ਸਹਾਇਤਾ ਕਰ ਰਹੇ ਹੋ ਉਸ ਦੇ, Delta Dental of Washington ਬਾਰੇ ਕੋਈ ਪ੍ਰਸ਼ਨ ਹਨ, ਤਾਂ ਤੁਹਾਨੂੰ ਬਿਨਾਂ ਕਿਸੇ ਕੀਮਤ ਦੇ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਸਹਾਇਤਾ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਦੁਆਰਾ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, 800-554-1907 'ਤੇ ਕਾਲ ਕਰੋ।
<b>Romanian</b>	Dacă dumneavoastră sau o persoană pe care o asistați aveți întrebări despre Delta Dental of Washington, aveți dreptul de a obține gratuit ajutor și informații în limba dumneavoastră. Pentru a vorbi cu un interpret, sunați la 800-554-1907.
<b>Russian</b>	Если у Вас или у лица, которому Вы помогаете, имеются вопросы относительно Delta Dental of Washington, то Вы имеете право на получение бесплатной помощи и информации на Вашем языке. Чтобы поговорить с переводчиком, позвоните по номеру 800-554-1907.
<b>Serbo-Croatian</b>	Ako vi, ili osoba kojoj pomažete, imate pitanja o kompaniji Delta Dental of Washington, imate pravo da potražite besplatnu pomoć i informacije na svom jeziku. Pozovite 800-554-1907 da razgovarate s prevodiocem.
<b>Spanish</b>	Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Delta Dental of Washington, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 800-554-1907.
<b>Sudan (Fulfulde)</b>	To onon, mala mo je on mballata, don mari emmolji do Delta Dental of Washington, on mari jarfuye kebbugo wallende be matinolji be wolde modon mere. Ngam wolwugo be lornowo, ewne 800-554-1907.
<b>Tagalog</b>	Kung ikaw, o isang taong tinutulongan mo, ay may mga katanungan tungkol sa Delta Dental of Washington, mayroon kang karapatan humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 800-554-1907.
<b>Ukrainian</b>	Якщо у Вас або у когось, кому Ви допомагаєте, є запитання щодо Delta Dental of Washington, Ви маєте право безкоштовно отримати допомогу та інформацію Вашою мовою. Щоб поговорити з перекладачем, телефонуйте за номером 800-554-1907.
<b>Vietnamese</b>	Nếu quý vị, hoặc ai đó mà quý vị đang giúp đỡ, có thắc mắc về Delta Dental of Washington, quý vị có quyền được nhận trợ giúp và thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, hãy gọi 800-554-1907.