

# Premium Plan

## Insurance Policy from Delta Dental

### **A simple explanation of what your dental insurance will pay for.**

Dental benefits are important to you and those around you, so thank you for recognizing this and buying benefits from Delta Dental.

Dental benefits are important, and so is this document. That's why it's important you read it, start to finish. We'll try to make it as painless as possible. Also, please hold on to this document. It can answer many questions about your dental insurance.

"You" refers to the person who bought this policy. Any information about this policy will come to you. If you did not buy this policy you will not receive any information from Delta Dental about this policy.

Your declaration page is part of your policy. Read it. If it's wrong, let us know. It may affect your coverage.

This policy from Delta Dental of Colorado, Inc. only covers Colorado residents, and is governed by Colorado law on limited-scope dental policies. If you're not a Colorado resident this policy doesn't 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.

This policy covers only what it says it covers. Everything else is not covered, whether or not it's listed as "not covered."

Delta Dental settles claims based on a payment system that may be less than what you are billed by the dentist. Please see the "Choosing A Dentist" section for more details.

If you're not satisfied with this policy, you can cancel it anytime within 10 days of the day you received it. We'll void the policy and refund your money, less any payment for claims you incurred.

***Renewal Subject to Consent of Company***

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?**

If you'd like to keep this coverage all you need to do is pay the premium. This policy will automatically renew.

### **What if I have other dental insurance?**

If you have other comprehensive dental insurance, you are not eligible buy this dental insurance.

### **What about coverage for my children and spouse?**

Your spouse or domestic partner can be covered under this policy as long as they're eligible. If they're no longer eligible (but still Colorado residents), they can purchase their own policy. Please see the **Who Is Eligible For Coverage** section for details.

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

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

### **Who is Eligible for Coverage**

**If you are a Colorado resident age 18 and older who has no other comprehensive insurance covering dental procedures, you may buy this policy.**

You can also include the following people under your policy:

1. Your legal spouse; including common law spouse, domestic partner, or civil union partner.
2. Your legal dependents, married or unmarried, up to the end of the month when they turn 26.

### **Coverage for A Newborn/Adopted 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**

Any person you want to cover under this policy and is not an adoptee or newborn as described above has to apply to be added to this policy as a covered dependent. If the application is accepted, the covered dependent will be added on the next anniversary of your policy's effective date and you will be billed at that time.

## **Letting Delta Dental Know**

Mailing or emailing information to Delta Dental is sufficient. Information sent to you will be considered sufficient if sent to your last known physical address or email address.

## **Choosing a Dentist**

**Under the Delta Dental PPO plan, you may visit any Dentist of your choice. There are three levels of Dentists to choose from who are located nationwide:**

### **PPO Participating Dentist\***

Advantages of seeing a PPO Dentist include:

- Payment is based upon the PPO Dentist's allowable fee, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the Dentists.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.
- You are responsible for the full, submitted fee for non-covered services.

**You will receive the best benefits available on this plan by choosing a PPO Dentist.**

\*Colorado counties without PPO or Premier Providers are Baca, Cheyenne, Crowley, Gilpin, Jackson, Kiowa, Pitkin, San Juan, Sedgwick, Washington and Yuma.

### **Premier Participating Dentist (Non-PPO)**

You have the option of seeing a Premier Dentist, but you may incur additional costs:

- Payment is based upon the Premier Maximum Plan allowance, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the Dentists.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.
- You are responsible for the full, submitted fee for non-covered services.

## Non-Participating Dentist (Non-PPO)

You have the option of seeing a non-participating Dentist, but you may incur additional out-of-pocket costs.

- You may be responsible for payment in full to the Dentist and for filing your claim with Delta Dental for reimbursement for covered services.
- You are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Dentist.

### COVERED AMOUNT means

- For PPO Dentists, the lesser of the PPO Dentist's Allowable fee or the fee actually charged.
- For Premier Participating Dentists, the lesser of the Premier Maximum Plan Allowance, or the fee actually charged.
- For all other Dentists, the lesser of the Non-Participating Maximum Plan Allowance, or the fee actually charged.

What follows is a list of the dental procedures covered under this policy. If a procedure isn't listed below, it's not covered.

### 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 (non-participating dentist).

DDCO'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 DDCO's allowable fee and the fees charged by the Non-Participating Dentist.

## What is Covered and What You Pay

The policy period starts on your enrollment date and continues for 12 months after that. This time period is also called the "benefit accumulation period."

## **Deductible**

This Plan has a \$100 lifetime deductible, which is the amount of money that you must pay 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 as long as the policy remains in force. The lifetime deductible for dental procedures is \$100 for you and an additional \$100 for each covered dependent.

You are responsible for paying the deductible to the provider. The deductible does not apply to all procedures. Please see the tables in the “Benefits” section below to see which covered procedures do not require a deductible payment.

## **Maximum Benefit**

The maximum total benefit that will be paid in any benefit period for each covered person is \$2,000. 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 after your plan maximum has been reached.

## **Waiting Period**

For certain covered procedures a 12-month waiting period applies. This means that DDCO 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**

Any waiting periods will be waived for you if you were covered under another comprehensive dental-insurance plan for at least 12 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 waived waiting periods.) Waiting periods will not be waived for new members added to this policy, unless they were covered under another comprehensive dental insurance plan for at least 12 months before they enrolled in this plan, and if there was no more than a 63-day gap between their previous plan and this plan.

Benefits will be determined, even if no monies are paid, based on the terms of this contract and Delta Dental’s Processing Guidelines.

In the following chart, if the coverage percentage shown is “80%,” DDCO will pay 80% of the amount DDCO 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, three times per benefit period.
No	100%	Simple cleanings, three times per benefit period.
No	100%	Bitewing X-rays, two times per benefit period.
No	100%	Fluoride (for children through age 18), once every 12 month period.
No	100%	Full-mouth X-rays once every 5 years (a series of individual X-rays or a panoramic X-ray).
No	100%	Space maintainers when a primary tooth is prematurely lost, through age 14.
No	100%	Sealants on the decay and restoration-free, biting surface of permanent molars, 1 sealant per tooth per lifetime, for ages 14 and under.
No	100%	Emergency treatment to relieve pain.
No	100%	Emergency evaluation.
Yes	80%	Composite (tooth-colored) or Amalgam (silver-colored) fillings on any teeth. Replacing an existing filling or the same surfaces of a 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%	Root canal treatment and therapy. Repeat root canal treatment is covered if the first root canal procedure on the same tooth was performed at least 24 months earlier.
Yes	50%	Pulpotomy and pulpal therapy. <ul style="list-style-type: none"> <li>• Therapeutic pulpotomy covered on primary teeth and once per lifetime</li> <li>• Partial pulpotomy for incomplete root development covered only for permanent teeth</li> <li>• Therapeutic pulpotomy covered on primary teeth and once per lifetime</li> <li>• Partial pulpotomy for incomplete root development covered only for permanent teeth</li> </ul>
No	50%	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 three times per benefit period.</li> </ul>
Yes	50%	Surgical or non-surgical treatment on tooth roots. Surgical covered once per area every 36 months and non-surgical covered once per area every 24 months.
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 covered once per area every three years.
Yes	50%	Bone surgery for treatment of periodontics disease (Periodontics Surgery) once per area every 3 years.
Yes	50%	Surgical and non-surgical extractions.
Yes	50%	General Anesthesia in conjunction with covered surgical procedures, once per treatment.

<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%	<p>Crowns, including post and core build-ups, 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.</p> <ul style="list-style-type: none"> <li>Replacing a defective existing crown is covered when it is at least 7 years old.</li> <li>Crowns, other than stainless-steel crowns, are only covered for persons ages 12 and up.</li> </ul> <p>Stainless Steel crowns are covered on primary teeth; or on permanent teeth for children under 12 years of age. Stainless steel crowns are covered once in a two-year period from the seat date.</p>
Yes	50%	<ul style="list-style-type: none"> <li>Denture repairs</li> <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%	<p>Appliances to replace missing teeth are covered for persons ages 16 and older when chewing function is impaired due to those missing teeth.</p> <ul style="list-style-type: none"> <li>The appliance may be a partial denture, full denture, implant and implant restoration (crown, fixed bridge, partial denture, full denture), or a fixed bridge.</li> </ul> <p>Replacement of a defective appliance to replace missing teeth is covered if that appliance is at least 7 years old.</p>

### 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.



## What We Don't Cover

1. Cosmetic services or supplies, including cosmetic work done on dentures, crowns, or bridges.
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, 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.
5. Braces and retainers (orthodontia), and services related to braces and retainers.
6. Grafts done in the mouth where teeth are not present.
7. Preventive control programs, including but not limited to, oral hygiene instruction, dietary instruction, and home fluoride kits.
8. Injuries or conditions covered under Workers' Compensation or Employer's Liability laws.
9. Services provided by any government agency.
10. Services or supplies that are provided free of charge.
11. Prescription drugs.
12. 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.
13. Hospitalization and related charges.
14. Consultations or second opinions.
15. Charges for missed or broken appointments.
16. Behavior management.
17. Charges for completing claim forms.

18. 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.).
19. Temporomandibular joint (TMJ) services or supplies.
20. Brushing and flossing instructions, tobacco and nutritional counseling.
21. Laboratory tests and/or laboratory examinations.
22. Replacement of a lost, missing or stolen denture, bridge or other prosthetic appliance.
23. Repair or replacement of orthodontic appliances.
24. Duplicate dentures or bridges, or any other duplicate appliance.
25. Expenses for myofunctional therapy.
26. Any dental services provided to anyone covered under this policy while they are on active service in the Armed Forces.
27. Any dental services performed or started before this policy took effect.
28. Any dental services performed or started after this policy ends.
29. Procedures provided by someone other than a licensed dentist or other Delta Dental-approved Licensed Professional which includes but is not limited to, a dentist, a hygienist or a radiology technician
30. Incomplete services – covered services started but not completed will be covered in an amount to be determined by Delta Dental.
31. Any other service not specifically listed in this policy as a benefit.
32. Claims not submitted within 12 months of the date of service.

## **When We Pay**

DDCO 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.

## **Estimate of Payment and Treatment Plans**

An estimate, also known as a predetermination, is a request made by your dentist to DDCO 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 DDCO. 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.

Before you begin the treatment plan, you and your dentist should discuss the plan, the amount Delta Dental 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, DDCO will review the request within 72 hours from receipt of the request and all supporting documentation. When practical, DDCO 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.

## **Filing Claims**

To allow your dentist to file a claim with DDCO, show your ID card to the receptionist at your dentist's office. You or your dentist should file your claim with us within 12 months after you see the dentist in order to ensure prompt payment. Please note: DDCO will not pay claims received more than 12 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, to complete your own claim form, you may have a blank 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 DDCO's Maximum Plan Allowance for Non-Participating Dentists, whichever is less. You will be responsible for any balance remaining. Please be aware that DDCO has no control over the billing practices of Non-Participating Dentists.

### **Dental Procedure Incurred**

A dental procedure is incurred on the date it is completed. Delta Dental pays upon completion of a procedure. The completion date has to be listed on the claim.

### **Initial Benefit Determinations**

An initial benefit determination is made when the claim is submitted to DDCO. The claim will be paid, modified or denied. In accordance with regulatory requirements, DDCO 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 90 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.

### **If We Deny Your Claim**

#### **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 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

DDCO 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 45 days. The notification will state when resolution may be expected and the reasons for the additional time needed.

## **Appealing a Claim Denial**

If anyone covered under this policy has questions about a denied claim, call Delta Dental at 888-899-3734. Most questions about benefits can be answered informally, so please call first and talk with us. However, you, or a person covered under this policy, have the right to file an appeal asking us to formally review the benefits decision.

To appeal a benefits determination, contact our benefit services department at 888-899-3734, fax your request to 800-807-1970, or mail it to:

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

Include the reasons why you disagree with our benefits determination and include any evidence you believe supports your claim. Include your name, the name of the covered person if applicable, and your policyholder ID number on all supporting documents.

## **Resolution Procedure**

### **Appeals and Complaints;**

If we deny your claim, we'll give written notice to you and to the dentist who provided treatment. Our claim decision will be provided on an Explanation of Benefits form. If anyone covered under this policy has questions about a denied claim, call Delta Dental at 888-899-3734. Most questions about benefits can be answered informally, so please call first and talk with us. However, you, or a person covered under this policy, have the right to file an appeal asking us to formally review any adverse determination.

A covered person may appeal an adverse determination made on a claim. An appeal request must be submitted in writing within 180 days of the date of the original Explanation of Benefits.

Fax your request to 800-807-1970, or mail it to:

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

Include your name, the name of the covered person if applicable, and your policyholder ID number on all supporting documents.

A covered person may submit new information in support of the appeal. If an appeal is denied, a second-level or external appeal may be available.

If a claim qualifies for Independent External Review, the request must be submitted in writing within 60 days of receipt of a First or Second Level Appeal denial. The request should be submitted to the Appeals Analyst at the address above. The request must include a completed External Review Request Form authorizing Delta Dental to disclose protected health information to the external reviewer.

## **Time Limits for Resolution**

We'll try to resolve all grievances and benefit-determination appeals within 30 calendar days. We will tell you, or the covered person, our decision in writing. If the appeal is denied in whole or in part, the notice will include:

1. The specific reason(s) for the denial;
2. The specific part(s) of the policy, the scientific or clinical judgment, or the processing policy on which the denial is based;
3. A statement that you are entitled to receive, free for the asking, access to and copies of all documents, records, and other information relevant to the claim; and
4. A statement describing our appeal procedure.

You may make a complaint about Delta Dental services. You may write us at:

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

## ***In Urgent-Care Situations:***

If you disagree with the way Delta Dental handled a situation that needed immediate dental attention, you can send us an urgent-care grievance. We will accept an urgent-care grievance from you, a person covered under the policy, or a representative, in writing, in person, or by telephone. Grievances can be directed to:

Delta Dental  
P.O. Box 103  
Stevens Point, WI 54481-0103  
888-899-3734

## **Authorized Representative**

You may authorize another person to represent you and receive communications from DDCO 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: The Price You Pay**

Your premiums for this policy will be shown on the declaration page. You are responsible for paying premiums. The first premium is due the day we accept your application for coverage. You can pay premiums monthly, semiannually or annually. That time is called a "premium period." Premiums are due the first day of each premium period. If the charge is declined on the due date, we will tell you, and you have to take care of paying the premium. If at the end of a 31-day grace period your account is still overdue, we will cancel your coverage.

Delta Dental may change the rates and/or benefits under this policy on this policy's renewal date. Delta Dental will send you notice of a rate change at least 30 days before the change takes effect. However, if we increase your rate 25% or more, or if we decrease any benefits under your policy, Delta Dental will send you notice of the new rate and benefits at least 60 days before the change takes effect.

This policy is valid for 12 months. When you buy this policy, you are committing to keeping it in force for at least 12 months, starting with the policy's effective date as shown on the declaration page. After that, you can renew this policy for another 12 month period under the following circumstances: if we agree, if you remain eligible, and if premiums are paid according to the procedure described above.

### **Premium Grace Period**

Unless you have told us you want to terminate your policy, because of a qualifying event, you have a 31-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. You have to pay for coverage provided during the grace period.

### **Terminating This Policy**

#### **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.

#### **Termination by Policyholder**

When you buy this policy you are committing to keeping it in force for at least 12 months. You can terminate this policy sooner only for the following reasons:

1. You become covered under another dental plan. If anyone else covered under this policy becomes covered under another dental plan, they may be terminated without terminating the entire policy. When you or your dependent get coverage under another dental plan, proof of coverage may be required prior to terminating from this plan.
2. You enter full-time United States military service. If a person covered under this policy other than you enters military service, you may terminate their coverage without terminating the entire policy.

Thirty days in advance of the date you wish to terminate you have to tell us in writing (either electronically or through the mail) that any of the above events occurred and you want us to terminate your dental insurance. If you do, we will refund your unused premium.

If you elect hospice care or die, anyone else covered under your policy who meets eligibility standards may choose to continue coverage by applying for a new policy. If a covered person other than you elects hospice care or dies, you can terminate their coverage without terminating the entire policy.

### **Termination by Delta Dental**

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 or lies about something having to do with your dental insurance.
3. Someone other than you or a covered dependent uses your dental insurance.
4. You or a covered dependent doesn't comply with the policy, or are no longer eligible.

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

### **Effective Date of Termination**

All insurance for you and/or other people covered under this policy stops on the date this policy is terminated. That date is:

1. The day following the 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 any later date stated in your request (if we approve of this date); or
3. The last day before the renewal date if either we or you don't renew this policy; or
4. The last day of the month of the date of your death; or
5. The last day of the month of the date of death of a person covered under this policy other than yourself, but only for that person; or
6. The last day of your current policy period if you move out of Colorado. This applies to anyone covered under this policy.

If your coverage under this policy is terminated for any reason, and not reinstated by us prior to the coverage expiration date, you cannot sign up for a Delta Dental individual policy for 24 months from the date of termination.

### **Termination for Fraud**

If anyone covered under this policy commits fraud or lies about something having to do with your dental insurance, 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 and a reasonable administration fee. If the claims we paid are more than the premium you paid, you 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. You may get additional information or apply for coverage online at [DeltaDentalCoversMe.com](http://DeltaDentalCoversMe.com) or by calling 888-899-3734.

## **Delta Dental's Liability**

We are not responsible for the actual care you receive from anyone. This policy does not give anyone any claim, right, or cause of action against us 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 DDCO shall amend the Contract for the sole purpose of correcting the noncompliance.

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

Delta Dental of Colorado 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.DeltaDentalCO.com](http://www.DeltaDentalCO.com), or by calling Delta Dental Covers Me 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. You have to sign and deliver to us any legal papers relating to the recovery.

## **Notices**

Any notice sent to Delta Dental must be sent in writing (either electronically or through the mail). It's considered delivered when sent to us at the e-mail 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)

## **Governing Law**

This policy is issued and delivered in the State of Colorado and obeys its laws and regulations. If it conflicts with any of Colorado's laws and regulations it will automatically conform to the state's minimum requirements.

## **Non-waiver and Severability**

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

## **Entire Contract: Changes**

The entire contract of insurance between you and us consists of this policy, the declaration page, the application, and any and all endorsements and riders.

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

## **Notice of Legal Action**

No legal action can be brought against us until at least 60 days after proof of loss has been furnished, or 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 Colorado or any producer, contact them to resolve your problem. You can contact DDCO at the address and telephone number provided in the "Notices" section.

The Division of Insurance is a state agency that regulates Colorado State insurers. To file a complaint with the Division of Insurance, write to:

Division of Insurance  
1560 Broadway, Suite 850  
Denver, CO 80202  
303-894-7499;  
Outside metro Denver: 1-800-930-3745  
dora\_insurance@state.co.us