



# **Delta Dental Individual and Family Basic Plan Insurance Policy**

**Delta Dental of Virginia**  
4818 Starkey Road  
Roanoke, VA 24018

# Delta Dental Individual and Family Basic Plan Insurance Policy

## WELCOME

Delta Dental of Virginia (DDVA) is pleased to provide these important dental Benefits to you and/or any Dependents you have enrolled for coverage. This policy includes the pediatric oral essential health benefits as outlined under the federal Patient Protection and Affordable Care Act (PPACA or ACA) for covered individuals. **Please read this entire Policy carefully so that you will be aware of its Benefits, limitations and other terms and conditions.**

The terms “you” and “your” refer to the person(s) enrolled under this Policy. The terms “we”, “us” and “our” refer to DDVA.

This Policy is issued by DDVA, delivered in Virginia and administered by Delta Dental of Wisconsin. All terms, conditions and other provisions of this Policy are governed by Virginia law applicable to limited-scope dental policies. All Benefits are paid according to the terms, conditions and provisions of this Policy. Please see the “Schedule of Dental Benefits and Limitations” section for the list of covered Benefits for which you have Coinsurance payments.

Claims are processed based upon a Maximum Plan Allowance, which may be less than the provider’s billed charge. Please see the “Your Choice of Dentist” section in this Policy for more details.

Please read this Policy carefully and completely and refer to it should you have questions about your dental coverage. This Policy, including the Declaration Page, is our complete agreement with you and will govern your dental coverage. Each term in this Policy that is capitalized has a special meaning and is defined in the “Definitions” section.

## Important Notice Concerning Statements in the Application for Your Policy

The Declaration Page is a part of this Policy and is attached. If the Application or summary (Declaration page) is not complete or has an error, please let us know. If your answers are incorrect or untrue, we may have the right to deny Benefits or rescind your Policy. If, for any reason, any part of the Application is incorrect, please contact us.

## Your Right to Return this Policy

Please read this Policy immediately. If you are not satisfied with it for any reason, you have ten (10) days to review it and notify us that you are not satisfied with the Policy. Once we receive your notification within ten (10) days from your receipt of the Policy stating that you are not satisfied, we will void the Policy and refund the Premium, less any claim payments issued.



## Effective Date and Policy Term

The Effective Date of this Policy is the effective date shown on the declaration page of your Policy. This Policy is valid from the Effective Date until the end of the calendar year. After that, You can renew this Policy for additional 12 month periods if You and/or your Covered Dependents remain eligible and the Premium is paid according to the Policy terms. If you terminate this Policy according to the Policy terms, you must wait 24 months before we will issue you another Policy.

## Renewability

Unless otherwise prohibited by the rules of the Exchange or this Policy is discontinued, this Policy will automatically renew. If You don't want to renew this Policy and You purchased this Policy outside of the Exchange, send Us written notice (either electronically or through the mail) before the Policy's renewal date. If You purchased this Policy through the Exchange, You will need to notify the Exchange of Your intent not to renew. If You provide notification of Your intent not to renew. This Policy will end on the last day before the renewal date. We may choose not to renew this Policy by sending you written notice (either electronically or by U.S. Postal Service) at least 60 days in advance of the Policy's anniversary date. If we send you such notice, this Policy will end as of the last day of the renewal period.

Premium rates may change at renewal. We will notify you of any Premium change at least 30 days before the beginning of the renewal period. However, when this Policy's Premium rate or any deductible is increased for a renewal period, DDVA will send you a written notice at least 75 days before the renewal period. If any Benefits under your Policy are decreased, DDVA will send you a written notice of the new rate and Benefits at least 60 days before the renewal period.

## Eligibility

**Delta Dental of Virginia's service area is the Commonwealth of Virginia. Only Virginia residents 18 and older or emancipated minors who are not covered under another policy or plan that covers Dental Procedures may purchase this Policy for themselves and/or their Dependents.**

**www.DeltaDentalCoversMe.com:** You may view and print information about your Benefits and claims at any time by going online to [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com).

As a Managed Care Health Insurance Plan operating in the Commonwealth of Virginia, DDVA is subject to regulation by both the Virginia State Corporation – Bureau of Insurance (pursuant to Title 38.2 of the Code of Virginia) and the Virginia Department of Health (pursuant to Title 32.1 of the Code of Virginia).

This Policy constitutes the entire agreement and understanding between you and DDVA, including Policy schedules, amendments or riders made a part of the Dental Policy

DELTA DENTAL OF VIRGINIA

By: 

Title: President and CEO



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## DEFINITIONS

“Adult” means any Covered Enrollee who does not meet the definition of a Pediatric Enrollee.

“Appeal” means a request to change an adverse benefit determination where the decision DDVA makes results in denial, reduction or termination of a benefit or amount paid. It also means a decision not to provide a benefit or service.

“Application” means your request for coverage under this Policy. If we accept your Application, it will become a part of the Policy.

“Benefit” or “Benefits” means those Dental Procedures that are covered by DDVA under the terms of your Policy, as specified in the “Schedule of Dental Benefits, Limitations and Fixed Patient Copayments” section of this Policy.

“Benefit Accumulation Period” means the time period that Deductibles, Maximum Benefit, and out-of-pocket limits accumulate. The Benefit Accumulation Period begins on the Effective Date of this Policy and continues for 12 months after that.

“Benefit Waiting Period” is the period of time that must pass after enrolling under the Policy before an Enrollee can start receiving covered Benefits.

“Coinsurance” is the portion of the dental services the Enrollee is responsible for paying. It is usually a percentage of the Maximum Plan Allowance the Enrollee pays directly to the Dentist for covered Benefits after meeting any applicable deductible.

“Covered Dependent” means a Dependent who (a) is listed on the Application that is a part of this Policy; (b) has been accepted by DDVA as a Covered Dependent; and (c) for whom the appropriate Premium has been paid.

“Declaration” means the document labeled “Declaration” and which lists the Enrollees and other information particular to the Policy.

“Deductible” is a fixed dollar amount the Enrollee is responsible to pay before DDVA will begin covering benefits.

“Delta Dental” means Delta Dental Plans Association, which is a nationwide non-profit organization of health care service plans, which offers a range of group dental Benefit Plans.

“Delta Dental of Virginia” or “DDVA” is a nonprofit corporation incorporated in Virginia. Delta Dental of Virginia is a member of the Delta Dental Plans Association.

“Delta Dental PPO Dentist” means (1) any Dentist who has entered into a Delta Dental PPO Dentist agreement to provide or arrange for the provision of Dental Procedures to Policyholders and Covered Dependents and who abides by Delta Dental’s uniform rules and regulations; and (2) any Dentist who is a member or shareholder of a professional dental corporation or other entity that has entered into a corporate Delta Dental PPO Dentist agreement on behalf of its member, shareholder or employee Dentists and who abides by Delta Dental’s uniform rules and regulations.

“Delta Dental Premier Dentist” means (1) any Dentist who has entered into a Delta Dental Premier Dentist agreement to provide or arrange for the provision of Dental Procedures to Policyholders and Covered Dependents and who abides by Delta Dental’s uniform rules and regulations; and (2) any Dentist who is a member or shareholder of a professional dental corporation or other entity that has entered into a corporate Delta Dental Premier Dentist agreement on behalf of its member, shareholder or employee Dentists and who abides by Delta Dental’s uniform rules and regulations..

“Dental Procedure” means dental treatment provided by a Dentist or other individual licensed under state law to provide the treatment and reported to DDVA by the authorized responsible licensee using the Code on Dental Terminology (CDT).

“Dentist” means a person duly licensed to practice dentistry in the state or country in which the Dental Procedure is provided.

“Dependent” means Spouse, Children (married or unmarried) or a dependent child who is incapable of self-support because of an intellectual disability or physical handicap that began prior the age limit requirements or coverage for individual that is court ordered. A Dependent is a person other than the Policyholder who has satisfied the criteria for eligibility to enroll for coverage under this Policy.

“Effective Date” means the date shown as the Effective Date for coverage on the Declaration. The Effective Date of any Policy amendment, rider or endorsement will be shown on the amendment, rider or endorsement. If this Policy is renewed for additional renewal periods, the Effective Date of any renewal period is the anniversary date.

“Emergency” and “Urgent” mean a serious dental condition that manifests itself by acute symptoms of sufficient severity, including severe pain, which would lead a prudent layperson who possesses an average knowledge of health and medicine to reasonably conclude that a lack of immediate professional attention will likely result in any of the following: (a) serious jeopardy to the person’s health or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn child; (b) serious impairment to the person’s bodily functions; or (c) serious dysfunction of one or more of the person’s body organs or parts.

“Enrollee” means the Policyholder and/or the Policyholder’s Dependents who are entitled to coverage under the dental Policy and have properly enrolled.

“Exchange” means the federally facilitated marketplace, which may be accessed at [www.healthcare.gov](http://www.healthcare.gov).

“Grievance” means a complaint about quality of care or operational issues such as waiting times at provider offices, adequacy of participating provider facilities and network adequacy.

“Maximum Plan Allowance” or “MPA” means the amount we will allow for each covered Benefit based on the lowest of:

1. The fee that the Dentist submits to DDVA,
2. The most recent fee for the service the Dentist has on file with DDVA, or
3. The allowance that the Dentist has agreed to accept as full payment under the Participating Dentist agreement (less any applicable Deductibles and Coinsurances) for the covered Benefit that he or she provides to an Enrollee. In all cases, DDVA determines the plan allowance.

“Medically Necessary Orthodontic Services” means Enrollees must have a severe, dysfunctional, handicapping malocclusion. In order to qualify as medically necessary, a minimum score of 25 points using Salzmann Index criteria is required. Handicapping esthetic diagnoses (crooked, crowded or protruding teeth) due to appearance are not considered part of the determination. This Benefit does not apply to Adult Enrollees.

“Non-participating Dentist” means a Dentist who is not a member of Delta Dental’s PPO or Delta Dental Premier networks.

“Participating Dentist” means a Dentist who is a member of Delta Dental’s PPO or Delta Dental Premier networks.

“Pediatric” means any Enrollee for whom coverage for certain services continues through the end of the policy or renewal period in which they turn age 19.

“Policy” means this Policy, the schedule of dental Benefits, limitations, Policy exclusions any endorsements or riders to this Policy and the Application attached to this Policy.

“Policyholder” means a person who (a) has completed and signed the Application necessary for coverage for individuals listed on the Declaration page.(b) has been accepted by DDVA for this Policy and (c) for whom the appropriate Premium has been paid.

“PPO” means a preferred provider organization.

“Premium” means the total monthly fee due for this Policy. A Policyholder’s Premium will be based on the Rate and the number of Enrollees.

“Premium Period” means the period that you have chosen to pay Premiums. A Premium Period can be monthly, semiannually or annually.

“Rate” means the monthly fee required for each Enrollee in accordance with the terms of the Policy.

## **COMMON DENTAL TERMINOLOGY**

Listed below are definitions for commonly used dental terms.

“Abfraction” means when the bite is slightly off, it is common that one tooth may hit sooner than the rest. This causes undue stress on the involved teeth and they begin to flex. It is the continual flexing and stress that, over time, causes the enamel to separate from the inner tooth layer (dentin) forming the stress induced wear of the teeth.

“Abrasion” can occur as a result of overzealous tooth brushing, improper use of dental floss and toothpicks, or harmful oral habits such as chewing tobacco; biting on hard objects such as pens, pencils or pipe stems; opening hair pins with teeth; and biting fingernails. Abrasion also can be produced by the clasps of partial dentures.

“Analgesics” means pain medications.

“Amalgam/Amalgam Filling” a type of tooth filling made of silver and mercury.

“Anesthesia” substances used to remove the effects of pain. Generally 1 of 4 types: topical anesthesia, local anesthesia, IV sedation or general anesthesia.

“Anterior teeth” means the upper front teeth, tooth numbers 6-11; and/or the lower front teeth, tooth numbers 22-27.

“Attrition” means the wearing away of tooth structure as a result of excessive clenching and grinding.

“Bitewing X-rays” is similar to periapical X-rays except that only the crowns and part of the roots are seen for two (2) – three (3) adjacent teeth. Called bitewing due to the X-ray film holder, which provides a surface to bite down on and hold the X-ray securely in place.

“Bridge” is dental work that involves supporting a replacement tooth between two or more healthy teeth.

“Completion/Completion Date” is the actual date that the dental service is completed. For services such as crowns, removable and fixed partial dentures, it is the final date when the appliance is delivered and inserted in the mouth. For root canals, it is the date when the root canals are filled.

“Composite/Composite Filling” is an alternative to amalgam fillings. Composite fillings are made from a resin. They are naturally white, can easily be colored to match the surrounding teeth, and are relatively easy to install. Composite fillings are most generally used on front teeth.

“Conscious Sedation” is an induced state of sedation characterized by a minimally depressed consciousness such that the patient is able to continuously and independently maintain an airway, retain protective reflexes, and remain responsive to verbal commands and physical stimulation.

“Crowns” mean a tooth-shaped ‘cap’ made of porcelain, composite, and/or metal that is permanently placed on top of a damaged tooth.

“Dental Implants” means a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing for dental replacement.

“Dentures” means a set of artificial teeth.

“Endodontic” means the treatment of disease or injury of tooth pulp.

“Euphoric drugs” mean drugs that create a sense of well-being or elation.

“Fluoride” is a chemical known to strengthen tooth enamel making teeth less susceptible to decay.

“General Anesthesia” is a class of anesthesia substances that are inhaled as gases or injected intravenously. General anesthesia eliminates pain by rendering patients completely unconscious.

“Gingivectomy” is a procedure performed by a periodontist to remove diseased gum tissue.

“Implant Supported Crown or Prosthetics” is a crown or prosthetic placed on or supported by an implant to replace missing teeth.

“Habit-Breaking Appliances” is a dental appliance used to discourage harmful habits such as grinding and clenching teeth.

“Injections” typically mean an anesthetic delivered by a needle to cause either a numbing sensation or to induce general anesthesia.

“Impacted Tooth” means a tooth that is blocked by an adjacent tooth, bone, or soft tissue preventing it from erupting to the surface of the gum. Often times, impacted teeth must be surgically removed.

“Multistage/Multiple Appointment Procedures” mean dental services that require more than one appointment for their completion such as crowns and root canals.

“Myofunctional Therapy” is a structured, individualized therapy for retraining and restoring normal oral function such as:

- Elimination of damaging oral habits (thumb/finger sucking, nail biting, etc.).
- Establishment of normal biting, chewing, and swallowing patterns.

“Neuroleptic Anesthesia” means a class of anesthesia substance applied intravenously. The degree of anesthesia can be controlled from slight consciousness to total unconsciousness.

“Nitrous oxide” is commonly known as laughing gas, when inhaled it produces a higher tolerance to pain and aids in the control of anxiety and apprehension.

“Occlusion” means the contact or biting relationship between teeth in the lower jaw and the teeth in the upper jaw.

“Orthodontic” means a branch of dentistry that deals with the correction of growth irregularities of the teeth and jaws.

“Periapical X-rays” are X-rays providing complete side views from the roots to the crowns of the teeth. Typically, a complete set consists of 14-24 films with each tooth appearing in two different films from two different angles.

“Periodontal” is referring to the gums

“Periodontal Disease” is an infection of the tissues that support the teeth.

“Personalization or Characterization” means a specialized technique requested by patients used to esthetically enhance the look of the teeth.

“Prosthetics” means a device or appliance used to replace one or more missing teeth.

“Restorations” mean- fillings that replace tooth structure lost as the result of a cavity

“Root Canal” means a 3-step process required when the inner pulp of the tooth is irreversibly damaged. Step 1 involves removing all of the inner pulp of the tooth. Step 2 involves cleaning and smoothing the inside of the tooth. Step 3 involves filling the tooth with an inert material.

“Root Planing” means the procedure of scraping plaque off the teeth below the gum line or on the root of the tooth/teeth.

“Sealants” mean a substance applied to the biting surface of non-diseased teeth to protect them from decay.

“Space Maintainer” means a dental appliance used to maintain space in the mouth due to a tooth that has been prematurely lost before the permanent tooth has erupted.

“TMJ or Temporomandibular Joint Disorder” means the joint formed where the lower jawbone attaches to the head. TMJ refers to the general class of disorders affecting the bones and muscles of this region. Symptoms range from tenderness and swelling of the facial muscles and joint to headaches and neck and backaches. Often, a clicking or popping sound is heard when the jaw is opened or closed.

“Vertical Dimension” means the distance between two chosen points on the face above and below the mouth when the teeth are in a closed position.

## **ELIGIBILITY**

**Only Virginia residents 18 or older or emancipated minors who are not covered under another policy or plan that covers Dental Procedures may purchase this Policy for themselves and/or their Dependents.**

Dependents qualify based on the following:

1. Your lawful spouse,
2. Your legal children, married or unmarried, up to the end of the month when they turn age 26,
3. A dependent child who is incapable of self-support because of an intellectual disability or physical handicap that began prior to the age limit requirements and they are dependent on You for their support and maintenance or
4. Coverage for individual that is court ordered.

### **Coverage for a Newborn/Adopted Child**

A newborn child is covered at birth and coverage continues for 60 days. If you wish to continue coverage for the newborn, you must notify us in writing and pay an additional Premium within 60 days of the birth. If you adopt a child, coverage begins on the day the child is adopted, placed for adoption, or on the day of the final order granting adoption, whichever comes first. Changes in enrollment due to birth or adoption must be received by us within 60 days of the birth or adoption. If you do not notify us within 60 days of the birth or adoption, you may either add the child at the next renewal of your Policy or you may request a new Policy.

### **Adding Dependent Due to Marriage**

If a dependent under the age of 26 is acquired due to marriage, the Effective Date of coverage of the Eligible Dependent will be the first of the month following the event as long as Delta Dental receives notification and any required Premium within 60 days.

### **Additional Special Enrollment Triggering Events**

The Effective Date of coverage for the following individuals will be the first of the month following the event as long as Delta Dental receives notification within 60 days.

1. An individual, who gains status as a citizen, national or lawfully present individual
2. An individual who gains access as a result of a permanent move
3. Loss of minimum essential coverage for reasons other than non-payment of Premium or rescission of other coverage
4. As otherwise determined by the Exchange

## **Notices**

Notice to DDVA will be considered sufficient if mailed to DDVA's physical office or email address. Notices to you will be considered sufficient if mailed to your last known physical address or email address.

## **PREMIUMS, POLICY RENEWAL, GRACE PERIOD AND REINSTATEMENT**

### **Premiums**

Your Premiums for this Policy are shown on the declaration page. Your premium tax credit, if any, is reflected in the amount of the Premium. You are responsible for Premium payment even if another person has agreed to pay the Premium for you. The first Premium is due on the date that we accept your Application for coverage. You may choose to pay subsequent Premiums monthly, semiannually or annually. Subsequent Premiums are due on the first day of each Premium Period. You must pay the Premiums to us by the date that they are due.

DDVA may change the rates and/or Benefits under this Policy on the first day of any renewal period. DDVA will send you written notice of a rate change at least 30 days before the beginning of the renewal period. However, when this Policy's rate or any deductible is increased for a renewal period, DDVA will send you a written notice at least 75 days before the renewal period. If any Benefits under your Policy are decreased, DDVA will send you a written notice of the new Benefits at least 60 days before the renewal period. The rate change takes effect on the first day of the renewal period as described in the notice.

### **Initial Period of Coverage and Policy Renewal**

This Policy is valid from the Effective Date until the end of the calendar year. After that, You can renew this Policy for additional 12-month periods if you and/or your Covered Dependents remain eligible and pay the Premiums in accordance with the terms of this Policy. A renewal period's Premium due date is the first day of that renewal period.

### **Premium Grace Period**

Unless you have notified us in advance that you wish to terminate your Policy, you will have a 10 day grace period to pay your Premium (90 days if you have paid at least one month of Premium and received advance payment of the premium tax credit). Your Policy stays in force during the grace period. If you do not pay your Premium by the end of the grace period, We will terminate Your Policy as of the last day of the grace period. No grace period applies to Your first Premium. Your first Premium must be paid before Your Policy becomes effective.

### **Policy Reinstatement**

If we terminate this Policy for nonpayment of Premium you must wait 24 months before you and/or your Dependents are eligible for another Policy.

## **CHOOSING A DENTIST**

**You can choose any Dentist to provide dental services. However, the Dentist you choose will affect the total amount you pay under this policy.**

DDVA has a Maximum Plan Allowance (MPA) for benefits, which represents the highest amount DDVA will pay for dental procedures. Delta Dental PPO and Delta Dental Premier Dentists will not charge you more than the MPA for any covered procedure.

Delta Dental PPO and Delta Dental Premier participating Dentists have agreed to accept our maximum plan allowance as payment in full for your covered benefits. You are responsible for any deductible and/or coinsurance that may apply. You may visit an out-of-network Dentist; however, your



out-of-pocket costs will likely be higher since the Dentist may balance-bill you for additional charges above our maximum plan allowance, in addition to your deductible and coinsurance.

If a claim is denied due to a benefit limitation and the service was provided by a Participating Dentist, that Dentist may be required to provide the additional service at no charge to the patient. If the service was performed by a Non-participating Dentist, that Dentist may charge the patient for the additional service which will not be covered by DDVA.

### **Information on Delta Dental Participating Dentists**

For information on Delta Dental PPO and Delta Dental Premier Dentists, visit Our web site at [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com) or call (888) 899-3734.

### **SUMMARY OF BENEFITS**

Your Effective Date for this Policy will be determined by the date DDVA receives Your application for coverage but no earlier than January 1, 2016.

- If Your application is received between the first and fifteenth day of the month, Your Effective Date will be the first day of the following month.
- If Your application is received after the fifteenth of the month, Your Effective Date will be the first day of the second following month.

For Policyholders who have purchased this Policy on the Exchange, the Effective Date will be determined by the Exchange rules.

### **Deductible**

The Deductible for Dental Procedures is shown in the Schedule of Benefits. The Deductible period starts when Your Policy starts and continues through the end of the Benefit Accumulation Period.

### **Orthodontic Benefits**

This Policy does not provide an orthodontic Benefit except for the Medically Necessary Orthodontic Services Benefit for Pediatric Enrollees. There is no maximum benefit for Medically Necessary Orthodontic Services; however, the Deductible will apply.

### **Maximum Benefit**

There is no maximum benefit for Pediatric Enrollees. The maximum total Benefit for Adult Enrollees for each Benefit Accumulation Period is \$1,000. In no case will the maximum total Benefit for Adult Enrollees exceed \$1,000 regardless of the network chosen.

### **Maximum Out-of-Pocket**

Your total out-of-pocket costs for services rendered to an individual Pediatric Enrollee from a Delta Dental PPO Provider or Delta Dental Premier Provider, will not exceed \$350 per Benefit Accumulation Period. If there are two or more Pediatric Enrollees receiving Benefits under this Policy, the out-of-pocket maximum



for those Enrollees will not exceed \$700 per Benefit Accumulation Period. Only Deductibles and Coinsurance paid for Pediatric Enrollees will count toward the out-of-pocket maximum. Amounts paid for Optional Procedures, Non-covered Benefits, Balance Billing or any amounts paid to Non-participating Providers do not count toward the out-of-pocket maximum.

## Benefit Waiting Periods

There are no benefit waiting periods for Pediatric Benefits. Adult coverage may have waiting periods as noted in the Schedule of Benefits. Waiting periods may be waived if You and/or your Covered Dependents were covered under another comprehensive dental-insurance plan before You enrolled in this plan and only if there was no more than a 63-day gap between your previous plan and this plan. We may request proof of prior coverage, to determine if all or a portion of the waiting periods may be waived.

## Schedule of Benefits, Limitations, Coverage, and Coinsurance Percentages

You are responsible for paying the \$50 individual Deductible in each Benefit Accumulation Period. In no case will the Deductible for an individual member during the Benefit Accumulation Period exceed the individual deductible regardless of the network chosen. The maximum deductible amount for all members of a family during a Benefit Accumulation Period will not exceed the family deductible regardless of the network chosen.

The total out-of-pocket costs for services rendered to an individual Pediatric Enrollee from a Delta Dental PPO Provider or Delta Dental Premier Provider, will not exceed \$350 per Benefit Accumulation Period. If there are two or more Pediatric Enrollees receiving Benefits under this Policy, the out-of-pocket maximum for those Enrollees will not exceed \$700 per Benefit Accumulation Period.

This Policy provides Benefits according to the coverage percentage listed in the following chart, after the Deductible is paid.

In the following chart, if the coverage percentage shown is "50%," DDVA will pay 50% of the amount DDVA allows, after any deductibles are paid. In this case, the coinsurance (the amount the patient must pay) is 50%.

## SCHEDULE OF BENEFITS – Pediatric

This schedule of Benefits is only for Pediatric Covered Enrollees. Pediatric Covered Enrollees who attain age 19 while this Policy is in effect will automatically receive the Benefits under the Adult Schedule of Benefits at the first Policy renewal that occurs after the Covered Enrollee attains age 19.

	Individual	Family
Annual Deductible*	\$50	\$150
Annual Maximum Out of Pocket	\$350	\$700

\*Refer to the [Schedule of Benefits](#) to determine if a deductible applies to a specific Covered Benefit.

Local anesthesia is considered part of the treatment procedure and no additional payment will be made for it.

Procedure	Delta Dental Pays	Benefit Limitation
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	Participating Dentist	Non- Participating Dentist	
<b>Diagnostic and Preventive Services – Deductible Applies; No Benefit Waiting Period</b>			
Oral exams (includes periodic, exams for patients under three years of age, comprehensive, detailed and extensive evaluation and exam)	100%	100%	Twice in a 12 month period.
Oral exams (limited-problem focused)	100%	100%	Twice in a 12 month period.
Bitewing X-rays (including vertical bitewings)	100%	100%	One set in a 12 month period.
Intraoral-periapical X-ray	100%	100%	
Intraoral-occlusal X-rays	100%	100%	
Complete full mouth X-rays (intraoral-complete series and panoramic)	100%	100%	Once in a 60 month period.
Pulp vitality tests	100%	100%	
Diagnostic Casts	100%	100%	Covered for non-orthodontic procedures.
Cleanings	100%	100%	Twice in a 12 month period; subject to the benefit limitation for periodontal maintenance
Fluoride applications	100%	100%	Twice in a 12 month period.
Sealants and preventive resin restorations	100%	100%	Not allowed when placed over restorations. Tooth must be decay free. One application per tooth per lifetime, limited to permanent molars.
Space maintainers – fixed and removable – unilateral	100%	100%	Once per quadrant in a 24 month period.
Space maintainers – fixed and removable – bilateral	100%	100%	Once per arch in a 24 month period.
Removal of fixed space maintainers	100%	100%	Not allowed by Dentist or dental office that placed space maintainers.
Full mouth debridement	100%	100%	Once in a 12 month period.
Periodontal maintenance	100%	100%	Four periodontal maintenance (cleanings) in a 12 month period subject to the benefit limitation for regular cleanings.
Palliative (emergency) treatment of dental pain - minor procedure	100%	100%	Not allowed on the same day with any procedure except x-rays and exam
Consultations and evaluations for deep sedation or general anesthesia	100%	100%	Twice in a 12 month period, subject to the benefit limitation for oral exams.
Office visit – after regularly scheduled hours	100%	100%	
<b>Basic Services – Deductible Applies; No Benefit Waiting Period</b>			

Procedure	Delta Dental Pays		Benefit Limitation
	Participating Dentist	Non-Participating Dentist	
Amalgam (silver) and composite (white) fillings	50%	50%	Once in a 12 month period per tooth per surface.
Prefabricated stainless steel crowns - primary teeth	50%	50%	Allowed on primary (baby) teeth. Once in 24 month period.
Protective restoration (sedative filling)	50%	50%	Not allowed when performed in conjunction with root canal therapy, pulpotomy, or on the same date of service as restoration.
Interim therapeutic restoration – primary dentition	50%	50%	
Pin retention	50%	50%	Once per tooth for permanent teeth when completed on same day as restoration.
<b>Major – Deductible Applies; No Benefit Waiting Period</b>			
Pulp Caps	50%	50%	
Therapeutic pulpotomy (excluding final restoration)	50%	50%	Once per tooth for primary (teeth).
Pulpal debridement	50%	50%	Once per tooth.
Pulpal therapy	50%	50%	
Root canal therapy (Anterior, Bicuspid, Molar) - excluding final restoration	50%	50%	Once in a lifetime.
Retreatment of root canal therapy	50%	50%	Allowed after two years from initial root canal; once in a lifetime.
Apexification/recalcification	50%	50%	
Pulpal regeneration	50%	50%	
Apicoectomy	50%	50%	
Periradicular surgery without apicoectomy	50%	50%	
Retrograde filling	50%	50%	
Gingivectomy or gingivoplasty	50%	50%	Once per quadrant in a 24 month period.
Gingival flap procedure	50%	50%	Once per quadrant in a 36 month period.
Osseous surgery	50%	50%	Once per quadrant in a 36 month period.
Bone replacement graft (does not include bone replacement graft for ridge preservation)	50%	50%	
Pedicle and free soft tissue graft procedures	50%	50%	

Procedure	Delta Dental Pays		Benefit Limitation
	Participating Dentist	Non-Participating Dentist	
Autogenous and non-autogenous connective tissue graft procedures; distal or proximal wedge procedure;; combined connective tissue and double pedicle graft	50%	50%	Once per site in a 36 month period.
Provisional Splinting	50%	50%	
Periodontal scaling and root planing	50%	50%	Once per quadrant in a 24 month period.
Simple extractions	50%	50%	
Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap; removal of bone and/or section of tooth	50%	50%	
Removal of impacted tooth-soft tissue	50%	50%	
Removal of impacted tooth - partially and completely bony	50%	50%	
Surgical removal of residual tooth roots	50%	50%	
Coronectomy - intentional partial tooth removal	50%	50%	
Oroantral fistula closure	50%	50%	
Primary closure of sinus perforation	50%	50%	
Tooth re-implantation and/or stabilization of accidentally evulsed or displaced tooth	50%	50%	
Mobilization of erupted or malpositioned tooth to aid eruption	50%	50%	
Incisional biopsy of oral tissue - hard and soft	50%	50%	
Brush biopsy – transepithelial sample collection	50%	50%	
Alveoloplasty	50%	50%	Once per quadrant.
Surgical excision of soft tissue and intra-osseous lesions	50%	50%	
Removal of lateral exostosis, torus palatinus, torus mandibularis	50%	50%	Once in 60 months.
Incision and drainage of abscess - intraoral and extraoral soft tissue	50%	50%	
Maxillary sinusotomy for removal of tooth fragment or foreign body	50%	50%	Once in a 12 month period.
Frenulectomy; frenuloplasty	50%	50%	Once in a lifetime.
Excision of hyperplastic tissue	50%	50%	



Procedure	Delta Dental Pays		Benefit Limitation
	Participating Dentist	Non-Participating Dentist	
Excision of pericoronal gingiva	50%	50%	
Surgical reduction of fibrous tuberosity	50%	50%	
General anesthesia	50%	50%	Covered when in conjunction with surgical services.
Onlays and single crowns	50%	50%	Once every 60 months when the tooth damaged by decay or fracture cannot be restored by amalgam or composite restoration
Temporary Crowns	50%	50%	Limited to a fractured tooth. Not to be used as a temporary crown during crown fabrication.
Labial veneers	50%	50%	Once every 60 months when the tooth damaged by decay or fracture cannot be restored by amalgam or composite restoration
Cast and prefabricated post and core in addition to crown; core buildup, and crown repair	50%	50%	Once every 60 months
Implant supported crowns	50%	50%	Once every 60 months
Re-cement or re-bond inlays, onlays, veneers or partial coverage restorations; re-cement or re-bond indirectly fabricated or prefabricated post and cores; re-cement or re-bond crowns; re-cement or re-bond implant/abutment supported crown	50%	50%	
Complete and partial dentures	50%	50%	Once every 60 months.
Tissue conditioning	50%	50%	
Denture adjustments	50%	50%	
Denture relines	50%	50%	Twice in a 12 month period after six (6) months from initial placement of full or partial denture.
Fixed partial denture pontics	50%	50%	Once every 60 months.
Fixed partial denture retainers - inlays/onlays	50%	50%	Once every 60 months.
Fixed partial denture retainers - crowns	50%	50%	Once every 60 months.
Fixed partial denture repair	50%	50%	Once every 60 months.
Fixed partial denture sectioning	50%	50%	Once every 60 months.
Implant supported dentures	50%	50%	Once every 60 months.

Procedure	Delta Dental Pays		Benefit Limitation
	Participating Dentist	Non-Participating Dentist	
Re-cement or re-bond fixed partial denture; re-cement or re-bond implant/ abutment supported fixed partial denture	50%	50%	
Repairs to complete and partial dentures	50%	50%	Once in a 12 month period after six (6) months from initial placement of complete or partial denture.
Feeding aid	50%	50%	
Occlusal orthotic device, by report	50%	50%	Covered for the treatment of TMJ.
Occlusal guard, by report	50%	50%	Covered for grinding and clenching of teeth.
<b>Medically Necessary Orthodontic Services – Deductible Applies; No Benefit Waiting Period</b>			
Treatment necessary to correct severe orthodontic abnormality, including removable and fixed appliance therapy (appliances for thumb sucking and tongue thrusting), replacement of lost or broken retainer	50%	50%	<p>Enrollees must have a severe, dysfunctional, handicapping malocclusion.</p> <p>In order to qualify as medically necessary, a minimum score of 25 points using Salzmann Index criteria is required. Handicapping esthetic diagnoses (crooked, crowded or protruding teeth) due to appearance are not considered part of the determination.</p> <p>Comprehensive orthodontic treatment and fixed appliance therapy is limited to once in a lifetime.</p>

## SCHEDULE OF BENEFITS – Adult

This Schedule of Benefits is only for Adult Covered Enrollees. Pediatric Covered Enrollees who attain age 19 while this Policy is in effect will automatically receive the Benefits under this Schedule of Benefits at the first renewal that occurs after the Pediatric Covered Enrollee attains age 19.

	Individual	Family
Annual Deductible	\$50	\$150
Annual Maximum	\$1,000	N/A

\*Refer to the [Schedule of Benefits](#) to determine if a deductible applies to a specific Covered Benefit.

Local anesthesia is considered part of the treatment procedure and no additional payment will be made for it.

Procedure	DDVA Pays		Benefit Limitation
	Participating Dentist	Non-Participating Dentist	
Diagnostic and Preventive – Deductible Applies; No Benefit Waiting Period			



Procedure	DDVA Pays		Benefit Limitation
	Participating Dentist	Non-Participating Dentist	
Oral exams (includes periodic, exams for patients under three years of age, comprehensive, detailed and extensive evaluation and exam)	100%	80%	Twice in a 12 month period.
Emergency exams (limited-problem focused)	100%	80%	Twice in a 12 month period.
Bitewing X-rays (including vertical bitewings)	100%	80%	One set in a 12 month period.
Intraoral-periapical X-ray	100%	80%	Six (6) films in a six (6) month period.
Intraoral-occlusal X-rays	100%	80%	Twice in a 12 month period.
Complete full mouth X-rays(intraoral-complete series and panoramic)	100%	80%	Once in a 60 month period.
Pulp vitality tests	100%	80%	Twice in a 12 month period.
Diagnostic Casts	100%	80%	Covered for non-orthodontic procedures.
Cleanings	100%	80%	Twice in a 12 month period
Full mouth debridement	100%	80%	Full mouth debridement is a Covered Benefit when an Enrollee has not had a cleaning or scaling and root planing within 36 months of the full mouth debridement. Once in a lifetime
Periodontal maintenance	100%	80%	Periodontal cleaning is considered a regular cleaning and subject to the benefit limitation for regular cleaning.
Palliative (emergency) treatment of dental pain - minor procedure	100%	80%	Twice in a 12 month period; not allowed on same day with any procedure except x-rays.
Consultations and evaluations for deep sedation or general anesthesia	100%	80%	Twice in a 12 month period, subject to the benefit limitation for oral exams.
Office visit – after regularly scheduled hours	100%	80%	
<b>Basic Services – Deductible Applies; 6 Month Benefit Waiting Period</b>			
Amalgam (silver) and composite (white) fillings	50%	50%	Once in a 24 month period.
Protective restoration (sedative filling)	50%	50%	Not allowed when performed in conjunction with definitive restoration. Once in a 3 month period.
Interim therapeutic restoration – primary dentition	50%	50%	
Pin retention	50%	50%	Once per tooth for permanent teeth when completed on same day as restoration.

## OPTIONAL PROCEDURES

We will pay the Maximum Plan Allowance for the least expensive Dental Procedure that is necessary to restore the tooth or dental arch to contour and function, but only if that Dental Procedure is a Benefit under this Policy. You, or your Covered Dependent, will be responsible for the remainder of the Dentist's fee if a more expensive Dental Procedure is selected. For each Benefit, the applicable Deductible, Coinsurance will apply regardless of which Dental Procedure is selected.

## SCHEDULE OF EXCLUSIONS

This Policy does not include coverage for any of the following:

1. Expenses for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
2. Restorations or appliances necessary to correct vertical dimension or to restore the occlusion including restoration of tooth structure lost from attrition, abrasion, abfraction, corrosion, or erosion and restorations for misalignment of teeth.
3. Multistage procedures are reported and benefited upon completion. The completion date for removable prosthetic appliances is the date of final insertion. The completion date for immediate dentures is the date that the remaining teeth are removed and the denture is inserted. The completion date for fixed partial dentures and crowns is the final cementation date regardless of the type of cement utilized. The completion date for root canal therapy is the date the canals are permanently filled. The completion date must be inserted on the claim and any date other than a completion date must be accurately described (e.g., "prep date").
4. General anesthesia/intravenous (deep) sedation, except as specified by this Policy.
5. All orthodontic and related services except for Medically Necessary Orthodontic Services.
6. Services rendered for injuries or conditions which are compensable under Workmen's Compensation or Employer's Liability laws; services which are provided by any federal or state or provincial government agency, or are provided without cost to the Policyholder or Covered Dependent by any municipality, county or political subdivision or community agency, except to the extent that such payments are insufficient to pay for the applicable eligible dental benefits contained in this Policy.
7. Application of desensitizing agents
8. This Policy does not cover services or supplies whose use and acceptance as a course of dental treatment for a specific condition is still under investigation/observation or is not in accordance with generally accepted standards of dental practice.
9. Prescription drugs.
10. Pain relievers such as nitrous oxide, conscious sedation, euphoric drugs or injections.
11. Hospitalization charges and any additional fees charged by the Dentist for hospital treatment.
12. Charges for consultation or second opinion.
13. Charges for broken appointments.
14. Charges for patient management problems.
15. Charges for completion of claim forms.
16. Habit-breaking appliances.
17. Temporomandibular joint (TMJ) services or supplies.
18. Oral hygiene instructions, tobacco and nutritional counseling.

19. Services performed or items furnished for any conditions, disease, ailment or injury occurring while the Policyholder or Covered Dependent is on active duty during military service.
20. Any dental services to treat injuries or diseases caused by any form of civil disobedience or criminal act, or any injuries intentionally inflicted.
21. Dental services performed or started prior to the date the Policyholder or Covered Dependent became eligible for such services under this Policy.
22. Dental services performed or started after the termination date for the Policyholder or Covered Dependent.
23. Laboratory tests and/or laboratory examinations.
24. Any service or item which is determined by DDVA not to be a dentally necessary service or item for the treatment of the Policyholder's or Covered Dependent's condition, disease or injury. DDVA reserves the right to review the Policyholder's or Covered Dependent's dental records, including necessary radiographs, photographs and models to determine whether a service or item is necessary.
25. Periodontal charting is considered a component of the diagnosis and treatment of periodontal disease and is not a chargeable procedure.
26. Covered services that are not performed by or under the direction of a licensed Dentist or other DDVA approved licensed professional. A "licensed Dentist" means a licensed Dentist legally authorized to practice dentistry at the time and in the place services are performed.
27. Expenses for replacement of a lost, missing or stolen prosthetic device.
28. Expenses for any duplicate prosthetic device or any other duplicate appliance.
29. Expenses for services or supplies for which no charge is made that the Policyholder or Covered Dependent is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
30. Services covered or provided under any other plan or policy.
31. Inlays are not Benefits.
32. Cases in which the treating Dentist has indicated a satisfactory result cannot be obtained or there is little or no likelihood of a successful and lasting result based on the patient's dental condition.
33. Claims not submitted within 15 months of the date of service.
34. Any other service not specifically included in this Policy as Benefits.
35. Services billed under multiple procedure codes which DDVA, in its sole discretion, determines that the service was either a component part of or inclusive of the more comprehensive or primary procedure code. This exclusion is subject to any and all internal and external appeal available to you. DDVA bases its payment on the Plan Allowance for the underlying component codes.
36. If a claim is denied due to a benefit limitation and the service was provided by a Participating Dentist, that Dentist may be required to provide the additional service at no charge to the patient. If the service was performed by a Non-participating Dentist, that Dentist may charge the patient for the additional service which will not be covered by DDVA.
37. Sealants provided to an Adult Enrollee.
38. Medically Necessary Orthodontic Services provided to an Adult Enrollee.
39. Space maintainers and related services provided to an Adult Enrollee.
40. Fluoride applications provided to an Adult Enrollee.
41. Prefabricated stainless steel crowns provided to an Adult Enrollee.

## **PREDETERMINATION, CLAIMS, APPEALS AND GRIEVANCES**

### **Predetermination**

A predetermination is not an authorization for services nor a guarantee of payment but a notification of covered dental Benefits available at the time the predetermination is made. If your dental care will be extensive, you may ask your Dentist to complete and submit a request for an estimate, sometimes called a “predetermination of benefits.” This will allow you to know in advance what procedures may be covered, the amount we may pay and your expected financial responsibility.

Predetermination of Benefits is required for Medically Necessary Orthodontic Services. Predetermination of Benefits is not required for other services; however, DDVA encourages You to use this service.

A predetermination of Benefits is valid 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.

### **Filing Claims**

To file a claim with us, simply present your identification card to the receptionist at your Dentist’s office. Claims should be filed with us within 90 days after you receive dental services or supplies. Dental Procedures are considered for Benefits if they are incurred during the Policy term and a claim is filed within 15 months from the date of service.

We will make available to you notice of our claims processing, called an Explanation of Benefits, within 30 days of our receipt of the claim, unless special circumstances require more time. The Explanation of Benefits explains our payment or our reason(s) for nonpayment of the claim. If a claim is denied because of incomplete information, the Explanation of Benefits will indicate what additional information is needed.

Participating Dentists file all claims to us directly; however, some Non-participating Dentists may not file a claim on your behalf. If that is the case, please mail a copy of the itemized claim form to the address shown on the front page of this Policy.

Find a listing of Participating Dentists nationwide at [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com), or call 888-899-3734.

### **Covered Benefits by Non-Participating Dentists:**

Our payments are based on a percentage of the set dollar amounts outlined in the **Schedule of Dental Benefits**. We pay a percentage of the set dollar amounts outlined in the **Schedule of Dental Benefits**. Non-participating Dentists have not agreed to accept DDVA’s payment as full payment. After DDVA pays its portion of the bill, you pay the rest, up to the Dentist’s total charge for Dental Services received. You are also responsible for any Deductibles and Coinsurances. Unless Virginia law requires otherwise, we pay you directly for any Covered Benefits.

Any payment DDVA makes directly to you is your responsibility to remit to your Non-participating Dentist.

### **Dental Procedure Incurred**

A Dental Procedure is incurred on the date it is completed. Dental Procedures are considered for Benefits if they are incurred during the Policy term and a claim is filed within 12 months after the date on which the Dental Procedure is incurred. You, or your Covered Dependent, will be responsible for



payment for any Dental Procedures that are completed after termination of your or your Covered Dependent's coverage.

## Claims Review and Appeals Procedures

You have the right to appeal a denied claim or adverse benefit determination. Adverse benefit determinations are decisions DDVA makes that result in denial, reduction or termination of a Benefit or amount paid. It also means a decision not to provide a Benefit or service. Adverse benefit determinations can result from one or more of the following:

The individual is not eligible to participate in the DDVA plan; or we determine that a Benefit or service is not a covered Benefit because:

- It is not included in the list of covered Benefits,
- It is specifically excluded,
- A Benefit limitation under the DDVA plan has been reached, or
- Is not necessary or customary for the diagnosis or treatment of your condition (Dental Necessity).

We will provide you with written notices of adverse benefit determinations within the periods shown in the following chart.

Type of Claim	Claim Procedures and Appeal Process	
<b>Post-Service Health Claim</b> A claim that is a request for payment under DDVA for covered services already received.	Step 1:	DDVA has 30 days after receiving your initial claim to notify you of the benefit determination. DDVA can take a one-time extension of 15 days for matters beyond our control. We must notify you within the initial 30-day period of the extension and the reason for the extension.
	Step 2:	For a denied claim, you have 180 days to appeal the initial adverse benefit determination and 60 days to appeal any subsequent determinations.
	Step 3:	DDVA has a two level appeal process. We have 30 days after receiving your appeal to notify you of the appeal decision and 30 additional days for the 2nd level appeal. Both levels of appeal must be completed within the 60-day deadline.
<b>Improper or Incomplete Claim</b> A claim that does not include enough information for us to make a determination.	Step 1:	DDVA has 30 days after receiving your claim to notify you of its decision. DDVA can take a one-time extension of 15 days if we are unable to make a benefit determination due to insufficient information received with the claim. After receipt of the initial claim, DDVA must notify you within 15 days if an extension is necessary.
	Step 2:	You have 45 days after receiving the extension notice to provide additional information or complete the claim. If the requested information is not received, your claim will be denied.
	Step 3:	For a denied claim, you have 180 days to appeal the initial adverse benefit determination and 60 days to appeal any subsequent determinations.
	Step 4:	DDVA has a two level appeal process. We have 30 days after receiving your 1 <sup>st</sup> level appeal to notify you of the appeal decision and 30 additional days for the 2 <sup>nd</sup> level appeal. Both levels of appeal must be completed within the 60-day deadline.

## **Notice to Claimant of Adverse Benefit Determinations**

We will provide written or electronic notification of any denial or adverse benefit determination.

### **Authorized Representative**

You may authorize a representative to act on your behalf in pursuing a claims review or claims appeal. We may require that you identify your authorized representative for us in writing in advance. For an urgent care claim, you may designate a dental care professional, who is knowledgeable about your dental condition, to act on your behalf. We will deal directly with your authorized representative, rather than you, for matters involving the claim or appeal.

### **Appeals of Adverse Benefit Determinations**

Customer Service Representatives are available during regular business hours to answer your questions. You can reach us at 888-899-3734 or the toll-free number on the bottom of your DDVA ID card. Individuals with special hearing requirements may contact us by calling the AT&T TTY/TDD Service Center at 877-287-9039 and ask to be connected to the DDVA Customer Service line, 888-899-3734. If a matter cannot be resolved to your satisfaction based on a telephone call, our internal appeals process is available to you. We have a two level appeal process.

You or your authorized representative must file the appeal in writing and explain why you believe our decision was incorrect. Your appeal should include the following information:

- Name, address and daytime telephone number;
- The member number (as shown on the ID Card);
- The patient's name, address and daytime telephone number; and
- The date of service, name and address of the Dentist who provided the service.

You may submit written comments, documents, records and other information relating to the claim even though we did not consider the information when making the initial decision. You may request and we will provide to you free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim.

We will conduct the appeal without deferring to the original adverse decision. The individual who conducts the appeal will not be the person who made the initial decision or that person's subordinate. We will consult a dental care professional who has appropriate training and experience in the field of dentistry if dental judgment is required. The dental care professional whom we consult for the appeal will not be the person whom we consulted in making the initial decision or that person's subordinate. Upon request, we will identify the dental professional whom we consulted, whether or not we relied on their advice in reaching our adverse decision.

Please send your request for appeal of an adverse benefit determination to:

Delta Dental of Virginia  
Attn: Appeal Review  
PO Box 103  
Stevens Point, WI 54481-0103

### **Grievances**

DDVA would like Enrollees to be completely satisfied with the dental care and services they receive but recognizes that there are times an Enrollee may have questions, concerns or complaints. If you are dissatisfied with the service received from us or that of a Participating Dentist, you may file a grievance



with us. A grievance is a complaint about quality of care or operational issues such as waiting times at provider offices, adequacy of participating provider facilities and network adequacy.

Please send your grievance to:

Delta Dental of Virginia  
Attn: Grievance Review  
PO Box 103  
Stevens Point, WI 54481-0103

## External Assistance

If you are unable to contact or obtain satisfaction from DDVA, you may contact the following state agencies for assistance:

<b>Address:</b>	Office of Licensure and Certification Virginia Department of Health 9960 Mayland Drive, Suite 401 Richmond, Virginia 23233-1463
<b>Telephone Toll-Free:</b>	800-955-1819
<b>Richmond:</b>	804- 367-2106
<b>Fax:</b>	804-527-4503
<b>E-Mail:</b>	<a href="mailto:mchip@vdh.virginia.gov">mchip@vdh.virginia.gov</a>
<b>Web Page:</b>	<a href="http://www.vdh.virginia.gov">http://www.vdh.virginia.gov</a>
<b>Address:</b>	Consumer Service Section Virginia Bureau of Insurance PO Box 1157 Richmond, Virginia 23218
<b>Telephone Toll-Free:</b>	800-552-7945 (Virginia) 877-310-6560 (National)
<b>Richmond:</b>	804-371-9691
<b>Fax:</b>	804-371-9944
<b>E-Mail:</b>	<a href="mailto:bureauofinsurance@scc.virginia.gov">bureauofinsurance@scc.virginia.gov</a>
<b>Web Page:</b>	<a href="http://www.scc.virginia.gov/division/boi">http://www.scc.virginia.gov/division/boi</a>

If you have any questions regarding an appeal or grievance concerning the health care services that you have been provided that have not been satisfactorily addressed by your plan, you may contact the Office of the Managed Care Ombudsman for assistance.

<b>Address:</b>	Office of Managed Care Ombudsman Virginia Bureau of Insurance P.O. Box 1157 Richmond, Virginia 23218
<b>Telephone Toll-Free:</b>	877-310-6560
<b>Richmond:</b>	804-371-9032
<b>E-Mail:</b>	<a href="mailto:ombudsman@scc.virginia.gov">ombudsman@scc.virginia.gov</a>
<b>Web Page:</b>	<a href="http://www.scc.virginia.gov">http://www.scc.virginia.gov</a>



## **TERMINATION OF THIS POLICY**

### **Nonrenewal**

If You don't want to renew this Policy and You purchased this Policy outside of the Exchange, send Us written notice (either electronically or through the mail) before the Policy's renewal date. If You purchased this Policy through the Exchange, You will need to notify the Exchange of Your intent not to renew. If You provide notification of Your intent not to renew. This Policy will end on the last day before the renewal date.

### **Termination by DDVA**

We may terminate the Policy for the following reasons:

1. You fail to pay the Premium when due, subject to the grace period provisions in this Policy.
2. We discontinue this Policy.
3. You or a Covered Dependent commits fraud or intentional material misrepresentation of a material fact, as determined by us.
4. You or a Covered Dependent permits a person not authorized to use your/his/her ID card, which shall be considered fraudulent conduct.
5. You obtain coverage under another plan.
6. You or a Covered Dependent fails to comply with the Policy provisions, as determined by us.

If we terminate this Policy for any reason before any period for which Premium has been paid ends, we will refund your unused Premium.

### **Effective Date of Termination**

All insurance for you and/or your Covered Dependents will cease on the date this Policy is terminated. This Policy will terminate on the earliest of:

1. In the event of nonpayment of Premium, the last day of the grace period.
2. The last day of the prior renewal period if either we or you don't renew this Policy.
3. The date of your death.
4. The date of death of any Covered Dependent, but only for the Covered Dependent.
5. If you engage in fraudulent conduct or furnish us with fraudulent or misleading material information relating to your Application for coverage then we may terminate your coverage back to its original Effective Date. If we terminate your policy back to its original Effective Date, we will return the Premium that you paid us minus any claims that we paid. If the claims that we paid exceed the Premium that you paid, you may be responsible to pay us the difference.
6. If you and/or your Covered Dependents move out of Virginia, on the last date of the renewal period during which the move occurred.
7. The last day of the month in which you and/or your Covered Dependents become eligible for group dental coverage.
8. The end of the month following 30 days written notice from you to terminate this Policy.

## GENERAL PROVISIONS

### Delta Dental of Virginia's Liability

We are not responsible for the actual care received from any person. 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 does not do.

### Notices

Except as otherwise provided in this Policy, any notice sent to DDVA must be sent in writing (either electronically or by U.S. Postal Service) and is considered delivered when delivery is sent to us at the email address shown below or when it is in person or when sent by registered or certified United States mail return receipt requested, proper postage prepaid and properly addressed to:

Delta Dental of Virginia  
PO Box 103  
Stevens Point, WI 54481-0103  
Email: [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com)

### Governing Law

This Policy shall be governed by the laws of the Commonwealth of Virginia. With the exception of the appeal process outlined in this Policy, you agree that all legal actions will be filed in the state and federal courts located in the County of Roanoke, Commonwealth of Virginia.

As a Managed Care Health Insurance Plan operating in the Commonwealth of Virginia, DDVA is subject to regulation by both the Virginia State Corporation – Bureau of Insurance (pursuant to Title 38.2 of the Code of Virginia) and the Virginia Department of Health (pursuant to Title 32.1 of the Code of Virginia).

***THIS POLICY CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN YOU AND DELTA DENTAL OF VIRGINIA, INCLUDING POLICY SCHEDULES, AMENDMENTS OR RIDERS MADE A PART OF THE DENTAL POLICY***

### Nonwaiver and Severability

No delay or failure by us to exercise any remedy or right accruing to it hereunder shall impair any such right or be construed to be a waiver of any such remedy or rights, nor shall it affect any subsequent remedies or rights that we may have hereunder, whether or not the circumstances are the same.

### Entire Contract Changes

The entire contract of insurance between you and us is comprised of this Policy, the Application, the declaration page, schedule of dental benefits, exclusions and limitations and all endorsements and riders, if any.

No oral statements by any person shall modify or otherwise affect the Benefits, limitations, conditions or exclusions of this Policy, convey or void any coverage, increase or reduce Benefits under the Policy, including the schedule of dental benefits and limitations or be used in the prosecution or defense of a claim under this Policy.



## IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact us at the following address and telephone number:

Delta Dental of Virginia  
PO Box 103  
Stevens Point, WI 54481-0103  
Telephone: 888-899-3734  
TTY/TDD: 800-855-2880

We recommend that you familiarize yourself with our grievance procedure and make use of it before taking any other action.

If you have been unable to contact or obtain satisfaction from DDVA, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

<b>Address:</b>	Consumer Service Section Virginia Bureau of Insurance PO Box 1157 Richmond, Virginia 23218
<b>Telephone Toll-Free:</b>	800-552-7945 (Virginia only) 877-310-6560 (National)
<b>Richmond:</b>	804-371-9691
<b>Fax:</b>	804-371-9944
<b>Email:</b>	<a href="mailto:bureauofinsurance@scc.virginia.gov">bureauofinsurance@scc.virginia.gov</a>
<b>Web Page:</b>	<a href="http://www.scc.virginia.gov/division/boi">http://www.scc.virginia.gov/division/boi</a>

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting DDVA or the Bureau of Insurance, have your policy number available.



## Nondiscrimination and Accessibility Requirements: Discrimination is Against the Law

Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Jennifer Morrison, Compliance Manager, 2801 Hoover Road, Stevens Point, WI 54481, Phone: 715-344-6087, TTY: 877-287-9039, Fax: 715-344-9058, [jmorrison@deltadentalwi.com](mailto:jmorrison@deltadentalwi.com).

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Jennifer Morrison, Compliance Manager, 2801 Hoover Road, Stevens Point, WI 54481, Phone: 715-344-6087, TTY: 877-287-9039, Fax: 715-344-9058, [jmorrison@deltadentalwi.com](mailto:jmorrison@deltadentalwi.com). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Jennifer Morrison, Compliance Manager, 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, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.