

Welcome to your Delta Dental - Basic Plan from Delta Dental of Washington

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

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

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

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

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

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

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

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

Now, about your questions ...

When does my coverage start?

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

How do I renew my coverage?

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

Can I cancel my policy?

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

What if I have other dental coverage?

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

What about coverage for my family?

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

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

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

Notices

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

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

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

Email: CustomerService@DeltaDentalCoversMe.com

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

Phone: 888-899-3734

Fax: 800-807-1970

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

Your Plan Details

Who Is Eligible For Coverage?

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

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

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

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

Coverage for a Newborn, Adopted or Foster Child

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

Adding or Removing Dependents

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

Delta Dental Participating Dentists

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

Delta Dental Premier Dentists

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

Delta Dental PPO Dentists

Our PPO Dentists have agreed to provide services at a fee lower than their original filed fee. Because of this, selecting a PPO Dentist may be a more cost-effective option for you.

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

Choosing a Dentist

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

Example:

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

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

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

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

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

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

What is Covered and What You Pay

Deductible

This Plan does not have an annual deductible.

Co-payment

This Plan has a per person, per office visit co-payment of \$15, which is an amount of money that you must pay each time you visit the dentist. You are responsible for paying the \$15 per visit co-payment directly to your provider.

Maximum Benefit

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

Waiting Period

For certain covered procedures a 6-month waiting period applies. This means that DDWA will not pay towards any of these procedures until you have been enrolled in this policy for 6 continuous months. Any waiting periods will be waived for you if you were covered under another insured dental plan for at least 12 continuous months before you enrolled in this plan, but only if there was no more than a 63-day gap between your previous plan and this plan. You may have to supply information about your previous plan to make sure you qualify for a waiting period waiver. Waiting periods will not be waived for new members added to this policy, or if your previous policy ended more than 63 days before you bought this policy.

Benefits

This policy provides benefits according to the coverage percentage listed in the following chart.

How to read this chart: If the coverage percentage shown is “80%,” DDWA will pay 80% of the amount DDWA allows. 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	
Coverage Percentage	What is covered (for each person covered under the plan)
100%	Examination or evaluation, once every 6 months.
100%	Simple cleanings, once every 6 months.
100%	Bitewing X-rays, 1 set every 12 months, limited to 4 films.
50%	Fluoride (for children through age 14), once every 12 months.
50%	Full-mouth X-rays once every 5 years (a series of individual X-rays or a panoramic X-ray).
50%	Sealants on the decay-free, biting surface of permanent molars, 1 sealant per tooth per lifetime, for ages 14 and under.
50%	Space maintainers when a primary tooth is prematurely lost.
50%	Emergency treatment to relieve pain.
50%	Emergency evaluation.

All Other Dental Procedures (a 6-month waiting period applies to all of these procedures)	
Coverage Percentage	What is covered (for each person covered under the plan)
50%	Composite (tooth-colored) fillings on front teeth. Amalgam (silver-colored) fillings on back teeth. Replacing an existing filling is covered once every 2 years.
50%	Non-surgical extractions.

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

What We Don't Cover

1. Cosmetic services or supplies, including cosmetic work done on dentures.
2. Any procedures done to restore the height and/or width of teeth.
3. General anesthesia and/or intravenous (deep) sedation, except when this policy says otherwise, or when medically necessary for children through age 6, or patients that exhibit physical, intellectual, or medically compromised conditions where dental treatment under local anesthesia would be substantially compromised and the results of treatment would be inferior to that completed under general anesthesia or IV sedation.
 - a. Examples of compromised conditions include, but are not limited to, intellectual disability, cerebral palsy, certain cardiac diagnoses and hyperactivity.
 - b. Hyperactive patients include those who are extremely uncooperative, unmanageable, or uncommunicative with severe dental and periodontal needs where postponement of oral treatment would likely result in increasing dental or facial pain, infection or loss of teeth.
 - c. All requests must include appropriate documentation defining need.
4. Braces and retainers (orthodontia), and services related to braces and retainers.
5. Oral surgery, including surgical extractions, except as specified in the benefit grid above.
6. The following services are not covered benefits: endodontics, periodontics, crowns, bridges, partial and complete dentures, and implants.
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.
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 denturist, a hygienist or a radiology technician
30. Any other service not specifically listed in this policy as a benefit.
31. Claims not submitted within 15 months of the date of service.

When We Pay

DDWA pays upon completion of a procedure.

Time Limitations on Procedures

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

Optional Procedures

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

Estimate of Payment and Treatment Plans (Predeterminations)

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

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

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

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

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

Urgent Predetermination Requests

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

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

Claim Review

Filing Claims

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

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

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

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

Initial Benefit Determinations

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

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

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

Appeals of Denied or Modified Claims

Informal Review

If your claim for dental benefits has been completely or partially denied, you have the right to request an informal review of the decision. Either you, or your authorized representative (see below), must submit your request for a review within 180 days from the date 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 and ID number
- The claim number (from your Explanation of Benefits form)
- The name of the dentist

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

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

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

Formal Review

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

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

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

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

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

Authorized Representative

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

Premiums

Current Policy and Renewal

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

Rates and Financial Obligations

The current premium rates are listed on the Declaration Page.

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

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

Premium Due Date

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

Premium Grace Period

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

Canceling this Policy

Mid-Term Termination by You

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

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

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

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

Mid-Term Termination by Delta Dental of Washington

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

1. You don't pay the premium when it's due;

2. You or a covered dependent commits fraud related to this policy or any other policy You have with DDWA; or
3. Someone other than you or a covered dependent uses your dental coverage.

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

How to Terminate Your Policy at Renewal

This policy will automatically renew. If you don't want to renew this policy, or coverage for a dependent under this policy, send us written notice (either electronically or through the regular mail) before the policy's Renewal Date. If you do, this policy will end on the last day before the Renewal Date.

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

Effective Date of Termination

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

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

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

Conversion Option

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

You may get additional information or apply for coverage online at DeltaDentalCoversMe.com or by calling 888-899-3734.

General Terms

Delta Dental of Washington's Responsibility

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

Compliance with Laws and Regulations

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

Health Insurance Portability and Accountability Act (HIPAA)

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

Rights of Recovery (Subrogation)

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

Governing Law

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

Non-waiver and Severability

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

Entire Contract Changes

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

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

Notice Legal Action

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

Any Questions?

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

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

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

Nondiscrimination and Language Assistance Services

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

Delta Dental of Washington:

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 and service to people whose primary language is not English, such as:

- ◆ Qualified interpreters
- ◆ Information written in other languages

If you need these services, contact Delta Dental of Washington's Customer Service at: 1(800)554-1907.

If you believe that Delta Dental of Washington has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Isaac Lenox, Compliance/Privacy Officer, PO Box 75983 Seattle, WA 98175, Ph: 1(800)554-1907, TTY: 1-800-833-6384, Fx: (206) 729-5512 or by email at: Compliance@DeltaDentalWA.com. You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, Isaac Lenox, Compliance/Privacy Officer is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington DC 20201, 1-800-868-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Language	Tagline	Nondiscrimination Statement
Amharic	እርስዎ፣ ወይም እርስዎ የሚያግዙት ግለሰብ፣ ስለ Delta Dental of Washington ጥያቄ ካላችሁ፣ ያለ ምንም ክፍያ በቋንቋዎ እርዳታና መረጃ የማግኘት መብት አላችሁ። ከአስተርጓሚ ጋር ለመነጋገር፣ 1(800)554-1907 ይደውሉ።	ይህ ማስታወቂያ አስፈላጊ መረጃ ይዟል። ይህ ማስታወቂያ ስለ ማመልከቻዎ ወይም የ Delta Dental of Washington ሽፋን አስፈላጊ መረጃ አለው። በዚህ ማስታወቂያ ውስጥ ቁልፍ ቀኖችን ፈልጉ። የጤናን ሽፋንዎን ለመጠበቅና በአከፋፈል እርዳታ ለማግኘት በተውሰኑ የጊዜ ገደቦች እርምጃ መውሰድ ይገባዎት ይሆናል። ይህን መረጃ እንዲያገኙ እና ያለምንም ክፍያ በቋንቋዎ እርዳታ እንዲያገኙ መብት አለዎት። 1(800)554-1907 ይደውሉ።

Arabic	المساعدة على الحصول في الحق فلديك Delta Dental of Washington لدى أو لديك كان إن بخصوص أسئلة تساعد شخص من بلغتك الضرورية 1(800)554-1907 ب اتصل مترجم مع للتحدث. تكلفة اية دون	الاشعار هذا يحوي مهمة معلومات الاشعار هذا يحوي. هامة معلومات ابحث خلال من التغطية على للحصول طلبك بخصوص لاتخاذ تحتاج قد. الاشعار هذا في الهامة التواريخ عن او الصحية تغطيتك على للحفاظ معينة تواريخ في اجراء الحق لك. التكاليف 1(800)554-1907 دفع في للمساعدة أي دون من بلغتك والمساعدة المعلومات على الحصول في ب اتصل. تكلفة
Cambodian (Mon-Khmer)	ស្រីសបរិអ្នក ឬនរណាម្នាក់ ដែលអ្នកកំពុងដៃជួយ ម្ចាស់សំណួរ អំពី Delta Dental of Washington បេ, អ្នកម្ចាស់សិទ្ធិណែនាំលេខជំនួយនិ ងពីមុន ប្រាកដថាសា រស់អ្នក បោយមិនអ្វីប្រាកដ ។ បើបើបីនិយាយជាមួយអ្នករក ដប្រ សូម 1(800)554-1907.។	បសចកគីជូននៃណីងបនេះ ម្ចាស់ពីមុនយ៉ាងសំខាន់ ។ បសចកគីជូននៃណីងបនេះ ម្ចាស់ពីមុនយ៉ាងសំខាន់ អំពីប្រព័ន្ធដារប្រកាស រវាង រស់អ្នកតាមរយៈ Delta Dental of Washington ។ សូមដឹងអំពីការប្រើប្រាស់សំខាន់ចាំបាច់ ប្រាកដថាបសចកគីជូននៃណីងបនេះ ។ អ្នកប្រើប្រាស់ជាប្រព័ន្ធដារប្រកាសសកម្ម ភាព ដែលកំណត់ថ្ងៃជាក់លាក់នានា បើបើបីនិយាយជាមួយអ្នករក រវាងសុខភាពរស់អ្នក ប្រាកដថាជំនួយបច្ចេកទេស ។ អ្នកម្ចាស់សិទ្ធិណែនាំលេខជំនួយនិ ងនិងជំនួយប្រាកដថាសា រស់អ្នកបោយមិនអ្វីប្រាកដ ។ សូមមើលសំណួរ 1(800)554-1907.
Chinese	如果您，或是您正在協助的對象，有關於[插入項目的名稱 Delta Dental of Washington 方面 的問題，您有權利免費以您的 母語得到幫助和訊息。洽詢 一位翻譯員，請撥電話 [在此 插入數字 1(800)554-1907.	本通知有重要的訊息。本通知有關於您 透過[插入項目的名稱 Delta Dental of Washington 提交的申請或保險的重要訊 息。請留意本通知內的重要日期。您可 能需要在截止日期之前採取行動，以保 留您的健康保險或者費用補貼。您有權 利免費以您的母語得到本訊息和幫助。 請撥電話 [在此插入數字 1(800)554-1907.
Cushite (Oromo)	Isin yookan namni biraa isin deeggartan Delta Dental of Washington irratti gaaffii yo qabaattan, kaffaltii irraa bilisa haala ta'een afaan keessaniin odeeffannoo argachuu fi deeggarsa argachuuf mirga ni qabdu. Nama isiniif ibsu argachuuf, lakkoofsa bilbilaa 1(800)554-1907 tiin bilbilaa.	Beeksisni kun odeeffannoo barbaachisaa qaba. Beeksisti kun sagantaa yookan karaa Delta Dental of Washington tiin tajaajila keessan ilaalchisee odeeffannoo barbaachisaa qaba. Guyyaawwan murteessaa ta'an beeksisa kana keessatti ilaalaa. Tarii kaffaltiidhaan deeggaramuuf yookan tajaajila fayyaa keessaniif guyyaa dhumaa irratti wanti raawwattan jiraachuu danda'a. Kaffaltii irraa bilisa haala ta'een

		<p>afaan keessaniin odeeffannoo argachuu fi deeggarsa argachuuf mirga ni qabaattu. Lakkoofsa bilbilaa 1(800)554-1907 tii bilbilaa.</p>
German	<p>Falls Sie oder jemand, dem Sie helfen, Fragen zum Delta Dental of Washington haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1(800)554-1907 an.</p>	<p>Diese Benachrichtigung enthält wichtige Informationen. Diese Benachrichtigung enthält wichtige Informationen bezüglich Ihres Antrags auf Krankenversicherungsschutz durch Delta Dental of Washington. Suchen Sie nach wichtigen Terminen in dieser Benachrichtigung. Sie könnten bis zu bestimmten Stichtagen handeln müssen, um Ihren Krankenversicherungsschutz oder Hilfe mit den Kosten zu behalten. Sie haben das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Rufen Sie an unter 1(800)554-1907.</p>
Japanese	<p>ご本人様、またはお客様の身の回りの方でも Delta Dental of Washingtonについてご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合 1(800)554-1907 までお電話ください。</p>	<p>この通知には重要な情報が含まれています。この通知には Delta Dental of Washingtonの申請または補償範囲に関する重要な情報が含まれています。この通知に記載されている重要な日付をご確認ください。健康保険や有料サポートを維持するには、特定の期日までに行動を取らなければならない場合があります。ご希望の言語による情報とサポートが無料で提供されます 1(800)554-1907 までお電話ください。</p>
Korean	<p>만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 Delta Dental of Washington 에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 1(800)554-1907로 전화하십시오.</p>	<p>본 통지서에는 중요한 정보가 들어 있습니다. 즉 이 통지서는 귀하의 신청에 관하여 그리고 Delta Dental of Washington 을 통한 커버리지 에 관한 정보를 포함하고 있습니다.</p> <p>본 통지서에서 핵심이 되는 날짜들을 찾으십시오. 귀하는 귀하의 건강 커버리지를 계속 유지하거나 비용을 절감하기 위해서 일정한 마감일까지 조치를 취해야 할 필요가 있을 수</p>

	Dental of Washington, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 1(800)554-1907.	заявлении или страховом покрытии через Delta Dental of Washington. Посмотрите на ключевые даты в настоящем уведомлении. Вам, возможно, потребуется принять меры к определенным предельным срокам для сохранения страхового покрытия или помощи с расходами. Вы имеете право на бесплатное получение этой информации и помощь на вашем языке. Звоните по телефону 1(800)554-1907.
Spanish	Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Delta Dental of Washington, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1(800)554-1907.	Este Aviso contiene información importante. Este aviso contiene información importante acerca de su solicitud o cobertura a través de Delta Dental of Washington. Preste atención a las fechas clave que contiene este aviso. Es posible que deba tomar alguna medida antes de determinadas fechas para mantener su cobertura médica o ayuda con los costos. Usted tiene derecho a recibir esta información y ayuda en su idioma sin costo alguno. Llame al 1(800)554-1907.
Tagalog	Kung ikaw, o ang iyong tinutulangan, ay may mga katanungan tungkol sa Delta Dental of Washington, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa 1(800)554-1907.	Ang Paunawa na ito ay naglalaman ng mahalagang impormasyon. Ang paunawa na ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong aplikasyon o pagsakop sa pamamagitan ng Delta Dental of Washington. Tingnan ang mga mahalagang petsa dito sa paunawa. Maaring mangailangan ka na magsagawa ng hakbang sa ilang mga itinakdang panahon upang mapanatili ang iyong pagsakop sa kalusugan o tulong na walang gastos. May karapatan ka na makakuha ng ganitong impormasyon at tulong sa iyong wika ng walang gastos. Tumawag sa 1(800)554-1907.
Ukrainian	Якщо у Вас чи у когось, хто отримує Вашу допомогу, виникають питання про Delta Dental of Washington, у Вас є право отримати безкоштовну допомогу та інформацію на	Це повідомлення містить важливу інформацію. Це повідомлення містить важливу інформацію про Ваше звернення щодо страхувального покриття через Delta Dental of Washington. Зверніть увагу на ключові

	Вашій рідній мові. Щоб зв'язатись з перекладачем, задзвоніть на 1(800)554-1907.	дати, вказані у цьому повідомленні. Існує імовірність того, що Вам треба буде здійснити певні кроки у конкретні кінцеві строки для того, щоб зберегти Ваше медичне страхування або отримати фінансову допомогу. У Вас є право на отримання цієї інформації та допомоги безкоштовно на Вашій рідній мові. Дзвоніть за номером телефону 1(800)554-1907.
Vietnamese	Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Delta Dental of Washington, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi 1(800)554-1907.	Thông báo này cung cấp thông tin quan trọng. Thông báo này có thông tin quan trọng bàn về đơn nộp hoặc hợp đồng bảo hiểm qua chương trình Delta Dental of Washington. Xin xem ngày then chốt trong thông báo này. Quý vị có thể phải thực hiện theo thông báo đúng trong thời hạn để duy trì bảo hiểm sức khỏe hoặc được trợ trúp thêm về chi phí. Quý vị có quyền được biết thông tin này và được trợ giúp bằng ngôn ngữ của mình miễn phí. Xin gọi số 1(800)554-1907.