

# Delta Dental Individual & Family – Low Plan

## WELCOME

Delta Dental is pleased to provide important dental Benefits that include the pediatric oral essential health benefit, to all persons who need coverage for their families. This Policy includes coverage of pediatric dental services as outlined under the federal Patient Protection and Affordable Care Act (PPACA or ACA).

This Policy is issued by Delta Dental of Wisconsin and delivered in Wisconsin. All terms, conditions and other provisions of this Policy are governed by Wisconsin law and applicable Federal law. All Benefits are paid according to the terms, conditions, and provisions of this Policy. Delta Dental settles claims based upon a methodology which may be less than the Provider's billed charge.

Please read this Policy carefully and completely and refer to it should You have questions about the dental coverage provided under the Policy. This Policy, including the Declaration page, is Our complete agreement with You and will govern the Benefits provided to Covered Persons under this Policy. 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 Declaration page of Your Policy.** Your Declaration page is a part of this Policy and is attached. If the 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.

**Your Right to Return this Policy.** Please read this Policy immediately. If You are not satisfied with it for any reason, You may notify Us within ten days of receiving it and any Premium paid, less any payment for claims You incurred, will be refunded. This Policy will then be void from the start.

# Table of Contents

Welcome .....	Cover page
Your Choice of Provider .....	3
Summary of Benefits .....	3
Schedule of Benefits – Adult (Age 19 and over) .....	6
Schedule of Benefits – Pediatric (Age 18 and under).....	11
Optional Procedures.....	18
Definitions.....	18
Exclusions.....	22
Eligibility.....	26
Adding Dependents .....	26
Premiums, Renewal and Grace Period Provisions .....	27
Predetermination of Benefits .....	28
Claims.....	29
Grievance Procedures.....	30
Termination of Policy .....	33
When Coverage Ends.....	33
Delta Dental’s Liability.....	34
Notices .....	35
Provisions Required By Law .....	35
Notice of Legal Action.....	36
Problems with Your Insurance.....	36

# **YOUR CHOICE OF PROVIDER**

## **Delta Dental PPO Plus Premier**

All Benefits under this Policy are based on a Maximum Plan Allowance (MPA) for services in or out of network. We will never pay more than the MPA minus the applicable Deductible and Coinsurance. The Covered Person will be responsible for the applicable Deductible and Coinsurance percentage shown in the Summary of Benefits. The Covered Person will also be responsible for payment of any Dental Procedures that are not Benefits under the Policy, regardless of whether they were provided by a Delta Dental PPO Provider or Delta Dental Premier Provider.

Delta Dental PPO Providers or Delta Dental Premier Providers have agreed to accept the MPA as the full fee for the Benefit provided and will not charge the Covered Person any fees other than his/her Deductible and Coinsurance obligations under the Policy. In addition, Delta Dental PPO Providers or Delta Dental Premier Providers will submit claims directly to Delta Dental and Delta Dental will issue payment directly to the Delta Dental PPO Provider or Delta Dental Premier Provider.

If the Covered Person receives services from a Provider who is not a Delta Dental PPO Provider or Delta Dental Premier Provider, the Covered Person will be responsible for the applicable Deductible and Coinsurance percentage shown in the Summary of Benefits as well as any additional cost of treatment over the MPA.

In the event of a Dental Emergency for which a Dental Procedure is necessary outside the geographical area serviced by Delta Dental PPO Providers or Delta Dental Premier Providers, Delta Dental will directly reimburse the Covered Person for actual costs incurred for palliative (emergency) treatment of dental pain – minor procedure. For the purposes of this paragraph, “outside the geographical area” means the area outside a 50-mile radius from the location of the Covered Person’s residence.

For information on Delta Dental PPO Providers or Delta Dental Premier Providers, visit Delta Dental’s web site at [www.deltadentalcoversme.com/dentistsearch?entry=exchange2](http://www.deltadentalcoversme.com/dentistsearch?entry=exchange2)

# **SUMMARY OF BENEFITS**

Your Effective Date for this Policy will be determined by the date Delta Dental receives Your application for coverage.

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

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

Additional special effective dates are included under the eligibility section of this contract.

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

### **Deductible Limitations**

The Deductible for Dental Procedures is shown in the Schedule of Benefits for You and for each Covered Person. 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 Covered Persons age 18 and under. There is no maximum benefit for Medically Necessary Orthodontic Services; however, the Deductible will apply.

### **Maximum Benefit**

There is no maximum benefit for Covered Persons age 18 and under. The maximum total Benefit for Covered Persons age 19 and over for each Benefit Accumulation Period is \$1,000 for Dental Procedures provided by a Delta Dental PPO Provider and \$750 for Dental Procedures provided by Delta Dental Premier or Noncontracted Providers. In no case will the maximum total Benefit for Covered Persons age 19 and over exceed \$1,000 regardless of the network chosen.

### **Member Out-of-Pocket Costs**

Your total out-of-pocket costs for services rendered to a Covered Person age 18 and under 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 Covered Persons age 18 and under receiving Benefits under this Policy, the out-of-pocket maximum for those Covered Persons is \$700 per Benefit Accumulation Period. Only Deductibles and Coinsurance paid for Covered Persons age 18 and under will count toward the out-of-pocket maximum. Amounts paid for Optional Procedures, Noncovered Benefits, Balance Billing or any amounts paid to Noncontracted Providers do not count toward the out-of-pocket maximum.

## **Waiting Periods**

There are no 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 were covered under another comprehensive dental-insurance plan, provided there was no more than a 63-day gap in coverage. 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 Deductible in each Benefit Accumulation Period.

This Policy provides Benefits according to the Coverage Percentage listed in the following chart after the Deductible has been applied.

In the following chart, if the Coverage Percentage shown is “80%,” Delta Dental will pay 80% of the portion of the Maximum Plan Allowance remaining after any applicable Deductibles have been applied. In this case, the Coinsurance is 20% of the MPA remaining after Deductibles have been applied.

## SCHEDULE OF BENEFITS - ADULT (Age 19 and over)

This Schedule of Benefits is only for Covered Persons age 19 and over. Covered Persons who attain age 19 while this Policy is in effect will automatically receive the Benefits under this Schedule of Benefits at the first Policy renewal that occurs after the Covered Person attains age 19.

**PPO = Delta Dental PPO Provider**

**Non-PPO = Delta Dental Premier Provider or Noncontracted Provider**

**Premier = Delta Dental Premier Provider**

**NC = Noncontracted Provider**

	PPO	Non-PPO	
	PPO	Premier	NC
Deductible Amount	\$90/\$270	\$100/\$300	\$100/\$300

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	100%	80%	80%	Evaluations at six-month intervals (combined with detailed and extensive oral evaluation - problem focused, by report).
N/A	N/A	N/A	0%	0%	0%	Detailed and extensive oral evaluation - problem focused, by report at six-month intervals (combined with all other evaluations). A 12-month waiting period may apply.
Yes	Yes	Yes	100%	80%	80%	Full mouth series x-rays at sixty-month intervals: either individual images or panoramic image, including bitewings.
Yes	Yes	Yes	100%	80%	80%	Bitewing x-rays at twelve-month intervals (limited to a set of four images).

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	100%	80%	80%	Prophylaxis. Prophylaxis (teeth cleaning) or periodontal maintenance procedure at six-month intervals.
N/A	N/A	N/A	0%	0%	0%	Periodontal maintenance procedure. A 12-month waiting period may apply. Prophylaxis (teeth cleaning) or periodontal maintenance procedure at six-month intervals.
N/A	N/A	N/A	0%	0%	0%	Topical fluoride applications at six-month intervals.
N/A	N/A	N/A	0%	0%	0%	Space maintainers for retaining space when a posterior primary tooth is prematurely lost.
Yes	Yes	Yes	50%	50%	50%	Palliative (emergency) treatment of dental pain – minor procedure. A 6-month waiting period may apply.
N/A	N/A	N/A	0%	0%	0%	Topical application of sealants. Application is limited to the occlusal surface of permanent molars which are free of decay and restorations. Benefits for sealants are limited to one application per tooth per lifetime.
Yes	Yes	Yes	50%	50%	50%	Amalgam (silver) restorations. A 6-month waiting period may apply.
Yes	Yes	Yes	50%	50%	50%	Composite (tooth colored) restorations on anterior teeth. A 6-month waiting period may apply.
N/A	N/A	N/A	0%	0%	0%	Prefabricated crowns – one per tooth at three-year intervals. A 12-month waiting period may apply.
N/A	N/A	N/A	0%	0%	0%	Endodontics including root canal treatment. Pulpotomy procedures are not a Benefit under this Policy if a root canal procedure is started within 45 days of the pulpotomy. A 12-month waiting period may apply.

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
N/A	N/A	N/A	0%	0%	0%	Surgical endodontic treatment. A 12-month waiting period may apply.
N/A	N/A	N/A	0%	0%	0%	Nonsurgical periodontal treatment, including procedures necessary for the treatment of diseases of the gums and bone supporting the teeth. Benefit is limited to once per quadrant at 24-month intervals. Full mouth debridement limited to one per lifetime. A 12-month waiting period may apply.
N/A	N/A	N/A	0%	0%	0%	Surgical periodontal treatment; Benefit is limited to once per quadrant at three-year intervals. A 12-month waiting period may apply.
Yes	Yes	Yes	50%	40%	40%	Nonsurgical extractions. A 6-month waiting period may apply.
N/A	N/A	N/A	0%	0%	0%	<p>Oral surgery (cutting procedures) and surgical extractions including pre-operative and post-operative care.</p> <p>Surgical removal of impacted third molars is limited to patients with evidence of pathology. Such pathology includes unrestorable caries, non-treatable pulpal and/or periapical pathology, cellulitis, abscess and osteomyelitis, internal/external resorption of the tooth or adjacent teeth, fracture of tooth, disease of follicle including cyst/tumor, tooth/teeth impeding surgery or reconstructive jaw surgery, and when a tooth is involved in or within the field of tumor resection.</p> <p>Predetermination of Benefits from Delta Dental is required for surgical removal of impacted third molars to be a Benefit under this Policy.</p> <p>A 12-month waiting period may apply.</p>



Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
N/A	N/A	N/A	0%	0%	0%	General anesthetic or intravenous sedation is a benefit only when billed with covered oral surgery. A 12-month waiting period may apply.
N/A	N/A	N/A	0%	0%	0%	<p>Crowns, inlays, or onlays are provided when teeth are broken down by dental decay or accidental injury and may no longer be restored adequately with a filling material. Coverage for the purpose of replacing a defective existing crown, inlay or onlay will be provided only after a seven-year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Policy.</p> <p>Teeth with visible cracks and without loss of tooth structure or without any associated symptoms and diagnostic testing confirming tooth fracture are not eligible for this Benefit.</p> <p>Porcelain veneers on crowns are Benefits on the six front teeth, bicuspid, and upper first molars.</p> <p>A 12-month waiting period may apply.</p>

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
N/A	N/A	N/A	0%	0%	0%	<p>Prosthetics, including fixed bridgework, implants, partial dentures, and complete dentures to replace missing permanent teeth. Coverage for the purpose of replacing a defective existing prosthetic will be provided only after a seven-year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Policy.</p> <p>Porcelain veneers on crowns or pontics are Benefits on the six front teeth, bicuspids, and upper first molars.</p> <p>Fixed bridges, implants, or partial/complete dentures are provided where chewing function is impaired due to missing teeth, limited to one every sixty-months. A fixed bridge or implant and implant-related procedures may be a Benefit if no more than two teeth are missing in the dental arch in which the bridge or implant is proposed. Delta Dental will provide for replacement of missing teeth with the least elaborate procedure when three or more teeth are missing in the dental arch.</p> <p>Coverage for initial replacement of teeth is not limited to those lost while a Covered Person. A 12-month waiting period may apply.</p>
N/A	N/A	N/A	0%	0%	0%	<p>Repairs and adjustments to prosthetic appliances. Denture reline and rebase is a Benefit at three-year intervals. A 12-month waiting period may apply.</p>
N/A	N/A	N/A	0%	0%	0%	Medically necessary orthodontics.

# SCHEDULE OF BENEFITS – PEDIATRIC (Age 18 and under)

This Schedule of Benefits is only for Covered Persons age 18 and under. Covered Persons 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 Person attains age 19.

**PPO = Delta Dental PPO Provider**

**Non-PPO = Delta Dental Premier Provider or Noncontracted Provider**

**Premier = Delta Dental Premier Provider**

**NC = Noncontracted Provider**

	PPO	Non-PPO	
	PPO	Premier	NC
Deductible Amount	\$90/\$270	\$90/\$270	\$90/\$270

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	100%	100%	100%	Evaluations at six-month intervals (combined with detailed and extensive oral evaluation - problem focused, by report).
Yes	Yes	Yes	50%	50%	50%	Detailed and extensive oral evaluation - problem focused, by report at six-month intervals (combined with all other evaluations).
Yes	Yes	Yes	100%	100%	100%	Full mouth series x-rays at sixty-month intervals: either individual images or panoramic image, including bitewings.
Yes	Yes	Yes	100%	100%	100%	Bitewing x-rays at twelve-month intervals (limited to a set of four images).
Yes	Yes	Yes	100%	100%	100%	Prophylaxis (teeth cleaning) at six-month intervals.
Yes	Yes	Yes	50%	50%	50%	Periodontal maintenance procedure, four in twelve months combined with prophylaxis, after completion of active periodontal therapy.

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	100%	100%	100%	Topical fluoride applications at six-month intervals.
Yes	Yes	Yes	100%	100%	100%	Space maintainers for retaining space when a posterior primary tooth is prematurely lost.
Yes	Yes	Yes	50%	50%	50%	Palliative (emergency) treatment of dental pain – minor procedure.
Yes	Yes	Yes	100%	100%	100%	Topical application of sealants. Application is limited to the occlusal surface of permanent molars which are free of decay and restorations. Benefits for sealants are limited to one application per tooth per lifetime.
Yes	Yes	Yes	50%	50%	50%	Amalgam (silver) restorations.
Yes	Yes	Yes	50%	50%	50%	Composite (tooth colored) restorations on anterior teeth.
Yes	Yes	Yes	50%	50%	50%	Prefabricated crowns – one per tooth at three-year intervals.
Yes	Yes	Yes	50%	50%	50%	Endodontics including root canal treatment. Pulpotomy procedures are not a Benefit under this Policy if a root canal procedure is started within 45 days of the pulpotomy.
Yes	Yes	Yes	50%	50%	50%	Surgical endodontic treatment.
Yes	Yes	Yes	50%	50%	50%	Nonsurgical periodontal treatment, including procedures necessary for the treatment of diseases of the gums and bone supporting the teeth. Benefit is limited to once per quadrant at 24-month intervals. Full mouth debridement limited to one per lifetime.
Yes	Yes	Yes	50%	50%	50%	Surgical periodontal treatment; Benefit is limited to once per quadrant at three-year intervals.
Yes	Yes	Yes	50%	50%	50%	Nonsurgical extractions.

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	50%	50%	50%	<p>Oral surgery (cutting procedures) and surgical extractions including pre-operative and post-operative care.</p> <p>Surgical removal of impacted third molars is limited to patients with evidence of pathology. Such pathology includes unrestorable caries, non-treatable pulpal and/or periapical pathology, cellulitis, abscess and osteomyelitis, internal/external resorption of the tooth or adjacent teeth, fracture of tooth, disease of follicle including cyst/tumor, tooth/teeth impeding surgery or reconstructive jaw surgery, and when a tooth is involved in or within the field of tumor resection.</p> <p>Predetermination of Benefits from Delta Dental is required for surgical removal of impacted third molars to be a Benefit under this Policy.</p>

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	50%	50%	50%	General anesthetic or intravenous sedation is a benefit only when billed with covered oral surgery.
Yes	Yes	Yes	50%	50%	50%	<p>Crowns, inlays, or onlays are provided when teeth are broken down by dental decay or accidental injury and may no longer be restored adequately with a filling material. Coverage for the purpose of replacing a defective existing crown, inlay or onlay will be provided only after a seven-year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Policy.</p> <p>Teeth with visible cracks and without loss of tooth structure or without any associated symptoms and diagnostic testing confirming tooth fracture are not eligible for this Benefit.</p> <p>Porcelain veneers on crowns are Benefits on the six front teeth, bicuspid, and upper first molars.</p>

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	50%	50%	50%	<p>Prosthetics, including fixed bridgework, implants, partial dentures, and complete dentures to replace missing permanent teeth. Coverage for the purpose of replacing a defective existing prosthetic will be provided only after a seven-year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Policy.</p> <p>Porcelain veneers on crowns or pontics are Benefits on the six front teeth, bicuspid, and upper first molars.</p> <p>Fixed bridges, implants, or partial/complete dentures are provided where chewing function is impaired due to missing teeth, limited to one every sixty-months. A fixed bridge or implant and implant-related procedures may be a Benefit if no more than two teeth are missing in the dental arch in which the bridge or implant is proposed. Delta Dental will provide for replacement of missing teeth with the least elaborate procedure when three or more teeth are missing in the dental arch.</p> <p>Coverage for initial replacement of teeth is not limited to those lost while a Covered Person.</p>
Yes	Yes	Yes	50%	50%	50%	Repairs and adjustments to prosthetic appliances. Denture reline and rebase is a Benefit at three-year intervals.

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
Yes	Yes	Yes	50%	50%	50%	<p>Medically Necessary Orthodontic Services:</p> <p>Orthodontic treatment that is directly related to and an integral part of the medical and surgical correction of a functional impairment resulting from a congenital defect or anomaly.</p> <ol style="list-style-type: none"> <li>1. Depending on the degree of involvement of the congenital defect or anomaly, the patient may require adjunctive dental or orthodontic support from birth until the medical/surgical treatment of the defect or anomaly has been completed (i.e., until the dentoalveolar arch discrepancies and/or maxillomandibular disharmonies are corrected). Treatment may include the fabrication of obturators early in life, and splints at the time of surgical treatment for stabilization of the maxilla and mandible. As the arches develop and teeth erupt, orthodontic treatment may be required to establish a functional relationship of the dental arches. When the deformity causes the function to be greatly impaired, obturators and pharyngeal bulb appliances may be required to assure proper nutrition, deglutition and to avoid aspiration of foreign matter during the intake of food.</li> <li>2. Orthodontics may be considered medically necessary in congenital defects or anomalies when they: <ol style="list-style-type: none"> <li>(a) Correct dentoalveolar arch discrepancies that are part of or the result of, the congenital defect</li> </ol> </li> </ol>



Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
						<p>or anomaly and prevent the usual and normal action of mastication and ingestion of normally solid foods.</p> <p>(b) Correct dentoalveolar arch discrepancies, the correction of which is necessary to satisfactorily correct other aspects of the general deformity which results in a functional impairment, or to prevent relapse of such treatment.</p> <p>(c) The following are examples of congenital defects or anomalies that affect the face and possibly the dentoalveolar arches, or their relationships to each other and may be medically necessary depending on the functional impairment:</p> <ul style="list-style-type: none"> <li>i) Hemifacial microsomia,</li> <li>ii) Craniofacial dysostosis (Crouzon syndrome),</li> <li>iii) Apert syndrome</li> <li>iv) Marfan syndrome</li> <li>v) Treacher Collins syndrome</li> <li>vi) Pierre Robin syndrome</li> <li>vii) Cleft palate</li> </ul> <p>Predetermination of Benefits from Delta Dental is required for Medically Necessary Orthodontic Services to be a Benefit under this Contract.</p> <p>Delta Dental calculates all orthodontic treatment schedules according to the following formula:</p> <ul style="list-style-type: none"> <li>- 25% of the total Maximum Plan Allowance (subject to the Coverage Percentage stated herein and any</li> </ul>

Does Deductible Apply? Yes/No			Coverage Percentage			Benefit
PPO	Non-PPO		PPO	Non-PPO		
PPO	Premier	NC	PPO	Premier	NC	
						<p>applicable Deductible) is considered the initial payment to be paid by Delta Dental.</p> <ul style="list-style-type: none"> <li>- The remainder of the Maximum Plan Allowance is divided by the months of treatment and the resulting amount is paid monthly by Delta Dental, subject to the Coverage Percentage and any applicable Deductible.</li> </ul> <p>If orthodontic treatment is stopped for any reason before it is complete, Delta Dental will suspend all monthly payments.</p>

## OPTIONAL PROCEDURES

Delta Dental will pay the applicable Maximum Plan Allowance (MPA) for the least expensive Dental Procedure that is adequate to restore the tooth or dental arch to contour and function, but only if the more expensive Dental Procedure is a Benefit of this Policy. Covered Persons will be responsible for the remainder of the Provider's fee if a more expensive Dental Procedure is selected, and this amount will not apply to the Covered Person's out-of-pocket maximum, if applicable. The Coinsurance and Deductible will apply regardless of which Dental Procedure is selected.

## DEFINITIONS

"Adult" means any Covered Person age 19 and over.

"Balance Billing" means the dollar amount a Noncontracted Provider charges over and above the Maximum Plan Allowance and may bill to the Covered Person.

"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 through the end of the calendar year. Thereafter, the Benefit Accumulation Period is on a calendar year basis.

"Benefit" means those Dental Procedures that are covered by Delta Dental under the terms of the Policy as specified in the Summary of Benefits section of this Policy.

“Coinsurance” means the percentage of the MPA, after any applicable Deductible is applied, paid by the Covered Person for a specific Benefit each time that Benefit is provided under Your Policy.

“Coverage Percentage” means the percentage of the MPA, after any applicable Deductible is applied, paid by Delta Dental for a specific Benefit as specified in the Schedule of Benefits chart in this Policy.

“Covered Person” means a person who (a) is listed on the Declaration that is a part of this Policy; (b) has been accepted by Delta Dental for coverage; and (c) for whom the appropriate Premium has been paid.

“Declaration” means the document labeled “Declaration” and which lists the Covered Persons, coverage limits, coverage option(s), and other information particular to the Policy.

“Deductible” means the specified dollar amount that a Covered Person is required to pay each Benefit Accumulation Period before Delta Dental will pay Benefits as specified in the Summary of Benefits section of this Policy.

“Delta Dental” means Delta Dental of Wisconsin, Inc.

“Delta Dental PPO Provider” means:

- (a) Any Provider who has entered into a Delta Dental of Wisconsin PPO provider agreement or a PPO provider agreement with another member of the Delta Dental Plans Association to provide or arrange for the provision of Dental Procedures to Covered Persons, and who abides by such uniform rules and regulations as prescribed by Delta Dental.
- (b) Any Provider who is a member or shareholder of a professional dental corporation or other entity that has entered into a corporate Delta Dental of Wisconsin PPO provider agreement on behalf of its member, shareholder or employee Providers or that has entered into a corporate PPO provider agreement with another member of the Delta Dental Plans Association on behalf of its member, shareholder or employee Providers.

“Delta Dental Premier Provider” means:

- (a) Any Provider who has entered into a Delta Dental of Wisconsin Premier provider agreement or a Premier provider agreement with another member of the Delta Dental Plans Association to provide or arrange for the provision of Dental Procedures to Covered Persons, and who abides by such uniform rules and

regulations as prescribed by Delta Dental.

- (b) Any Provider who is a member or shareholder of a professional dental corporation or other entity that has entered into a corporate Delta Dental of Wisconsin Premier provider agreement on behalf of its member, shareholder or employee Providers or that has entered into a corporate Premier provider agreement with another member of the Delta Dental Plans Association on behalf of its member, shareholder or employee Providers.

“Dental Emergency” means a sudden, serious dental condition caused by an accident or dental disease that, if not treated immediately, would result in serious harm to the dental health of the Covered Person.

“Dental Procedure” means dental treatment provided to a Covered Person by a Provider and reported to Delta Dental using the Code on Dental Procedures and Nomenclature (CDT).

“Effective Date” means the date listed on the Declaration page indicating the date that coverage begins under this Policy.

“Eligible Dependent” means a person meeting the eligibility requirements under “Policyholder’s Eligible Dependents” in the “Eligibility” section of this Policy.

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

“Grievance” means any dissatisfaction with the administration, claims practices, or provision of services by Delta Dental that is expressed in writing by or on behalf of a Covered Person.

“Maximum Plan Allowance” or “MPA” means the total dollar amount allowed under this Policy for a specific Benefit.

“Medically Necessary Orthodontic Services” means orthodontic services to help correct severe handicapping malocclusions caused by cranio-facial orthopedic deformities involving the teeth. Examples of conditions causing such deformities include, but are not limited to, cleft palate, Treacher Collins syndrome, Pierre Robin syndrome, Marfan syndrome and Crouzon syndrome. Such conditions often require a combined pre-or post-orthognathic surgery/orthodontic treatment approach. This Benefit does not apply for Covered Persons age 19 and over. See the Schedule of Benefits for more detail.

“Non-PPO” means a Provider who is not a Delta Dental PPO Provider.

“Noncontracted Provider” means a Provider who is not a Delta Dental PPO Provider or a Delta Dental Premier Provider.

“Noncovered Benefits” means those Dental Procedures that are not covered by Delta Dental under the terms of the Policy.

“Pediatric” means any Covered Person age 18 and under.

“Policy” means this Policy, the Schedule of Benefits, the Declaration page, and any endorsements attached to this Policy.

“Policyholder” means a person who (a) has completed and signed the application necessary for coverage of the persons listed on the Declaration page, (b) has been accepted by Delta Dental for this Policy, and (c) who has paid the appropriate Premium.

“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 Covered Persons.

“Premium Period” means the period for which You choose to pay Your Premiums. A Premium Period can be monthly, semiannual or annual.

“Provider” means a person duly licensed under Chapter 447 of the Wisconsin Statutes who acts within the lawful scope of his/her license under Chapter 447 or a person duly licensed in the state or country in which the Dental Procedures are rendered who acts within the lawful scope of his/her license.

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

“Summary of Benefits” is a listing of the specific Benefits and Benefit limitations for Dental Procedures provided under the terms of this Policy. The Summary of Benefits is contained in this Policy.

“Urgent Care Grievance” means any dissatisfaction with the administration or claims practices of our provision of services by Delta Dental that are associated with a Dental Emergency. An Urgent Care Grievance must be delivered to Delta Dental in writing, in person, or by telephone. See Grievance Procedures contained in this Policy.

“We” or “Us” or “Our” mean Delta Dental of Wisconsin, Inc.

“You” or “Your” means the Policyholder.

## **EXCLUSIONS**

**This Policy does NOT cover any of the following:**

1. Dental Procedures, services, treatment or supplies provided or commenced prior to the Effective Date of the Covered Person’s coverage under the Policy or after the termination date of coverage unless otherwise indicated.
2. Charges for completion of forms.
3. Charges for consultation.
4. Dental Procedures, services, treatment or supplies not specifically covered under this Policy.
5. Prescription drugs, premedications or relative analgesia.
6. Charges for anesthesia other than charges by a Provider for administering general anesthesia in connection with covered oral surgery (cutting procedures).
7. Preventive control programs.
8. Charges by any hospital or other surgical or treatment facility, or any additional fees charged by a Provider for treatment in any such facility.
9. Charges for treatment of, or services related to, temporomandibular joint dysfunction.
10. Dental Procedures, services, treatment or supplies that are determined to be partially or wholly cosmetic in nature including, but not limited to, charges for personalization or characterization of prosthetic appliances.
11. Crowns placed on Covered Persons under age 12, other than prefabricated crowns.
12. Prosthetics placed on Covered Persons under age 16.
13. Dental Procedures, services, treatment or supplies which are experimental or investigational.
14. Dental Procedures, services, treatment or supplies which are for any illness or bodily injury which occurs in the course of employment if a benefit or compensation is available, in whole or in part, under the provision of any law or regulation or any government unit. This

exclusion applies whether or not the Covered Person claims the benefits or compensation.

15. Dental Procedures, services, treatment or supplies received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust, VA hospital or similar person or group.
16. Dental Procedures, services, treatment or supplies which are not dentally necessary or which do not meet generally accepted standards of dental practice.
17. Dental Procedures, services, treatment or supplies resulting from a Covered Person's failure to comply with professionally prescribed treatment.
18. Charges for failure to keep a scheduled appointment.
19. Office infection control charges.
20. Charges for copies of a Covered Person's records, charts or x-rays, or any costs associated with forwarding/mailing copies of a Covered Person's records, charts or x-rays.
21. Charges submitted by a Provider which are for the same services performed on the same date for the same Covered Person by another Provider.
22. Dental Procedures, services, treatment or supplies provided free of charge by any governmental unit, except as pursuant to Title XIX of the Social Security Act or where this exclusion is prohibited by law.
23. Dental Procedures, services, treatment or supplies for which the Covered Person would have no obligation to pay in the absence of this or any similar coverage.
24. Dental Procedures, services, treatment or supplies which are for specialized procedures and techniques for which there is not an associated Current Dental Terminology (CDT) Code approved by the American Dental Association.
25. Dental Procedures, services or treatment which are performed by a Provider who is compensated by a facility for similar covered services performed for Covered Persons.
26. Plaque control programs, oral hygiene instruction and dietary instructions.
27. Dental Procedures, services, treatment or supplies for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified self-insurance plan.

28. Dental Procedures, services, treatment or supplies for injuries resulting from war or act of war, whether declared or undeclared, or from police or military service for any country or organization.
29. Adjustment of a denture or bridgework which is made within 6 months after installation by the same Provider who installed it.
30. Use of material or home health aids to prevent decay, such as toothpaste, fluoride gels, and dental floss and teeth whiteners.
31. Cone Beam Imaging, MRI and ultrasound procedures.
32. Sealants for teeth other than permanent molars.
33. Sealants provided to a Covered Person who is age 19 and over.
34. Precision attachments, personalization, precious metal bases and other specialized techniques.
35. Medically Necessary Orthodontic Services provided to a Covered Person who is age 19 and over.
36. Medically Necessary Orthodontic Services if a Predetermination of Benefits has not been approved by Delta Dental.
37. Orthodontic Services except for Medically Necessary Orthodontic Services.
38. Repair of damaged orthodontic appliances.
39. Replacement of lost or missing appliances.
40. Fabrication of athletic mouth guard.
41. Internal or external bleaching.
42. Nitrous oxide.
43. Topical medicament carrier.
44. Bone grafts when done in connection with extractions, apicoectomies or noncovered/non-eligible implants.



45. When two or more services are itemized separately and the services are considered part of the same service, Delta Dental will Benefit the most comprehensive service (the service that includes the other service or services) as determined by Delta Dental.
46. When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
47. Appliances, restorations, or procedures for:
- (a) increasing vertical dimension;
  - (b) restoring occlusion;
  - (c) correcting harmful habits;
  - (d) replacing tooth structure lost by attrition, erosion, abrasion, or abfraction;
  - (e) correcting congenital or developmental malformations except in newly born children or in conjunction with Medically Necessary Orthodontic Services;
  - (f) replacement, provisional and temporary services, treatment or supplies;
  - (g) splints, unless necessary as a result of accidental injury.
48. Dental Procedures, services, treatment or supplies provided by an individual other than a Provider.
49. Dental Procedures, services, treatment or supplies to treat injuries or diseases caused by riots or any form of civil disobedience.
50. Dental Procedures, services, treatment or supplies to treat injuries sustained while committing a felony or engaging in an illegal occupation.
51. Dental Procedures, services, treatment or supplies to treat injuries intentionally inflicted.
52. Replacement of lost or stolen dentures or charges for duplicate dentures.
53. Dental Procedures, services, treatment or supplies in cases for which, in the professional judgment of the attending Provider, a satisfactory result cannot be obtained.

54. Local anesthetic is covered as part of a Dental Procedure, service or treatment. General anesthetic or intravenous sedation is a Benefit only when billed with covered oral surgery (cutting procedures).
55. Pre-diagnostic services, oral pathology laboratory procedures, and diagnostic tests and examinations other than pulp vitality tests.
56. Surgical removal of impacted third molars if a Predetermination of Benefits has not been approved by Delta Dental.

## **ELIGIBILITY**

### **Policyholder**

You are eligible for coverage under this Policy if You are a lawful resident of Wisconsin, are not incarcerated, have completed and signed the appropriate application, and have been accepted by Delta Dental for coverage. You also may obtain this Policy to provide coverage for Your Eligible Dependents.

### **Policyholder's Eligible Dependents**

1. Your lawful spouse; and
2. Your legal dependents, married or unmarried, up to the end of the month in which they turn age 26. Included are newborns, children, stepchildren, persons under legal guardianship substantiated by a court order, legally adopted children and children placed for adoption with You in accordance with applicable state or federal law.

Delta Dental may require that a Policyholder seeking coverage of an Eligible Dependent provide written documentation, initially and annually thereafter, that the dependent child satisfies the eligibility criteria for coverage under this Policy.

## **ADDING DEPENDENTS**

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

For coverage to become effective for Your newborn child, newly adopted child or child newly placed for adoption, Delta Dental must be notified in writing and receive any required Premium within 60 days of the child's birth, adoption or placement for adoption. Coverage is effective on the child's date of birth, adoption or placement for adoption. Premium for the child will be charged from the date of birth, adoption or placement for adoption. If the Premium payment is not made, coverage for the child will cease on the 61st day after birth, adoption or placement for adoption.

## **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 dependents will be the first of the month following the event as long as Delta Dental receives notification within 60 days.

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

## **Handicapped Dependents**

Your dependent children over age 26 may continue coverage under this or another Delta Dental policy if they are incapable of self-sustaining employment because of physical or mental incapacity that began before age 26, and they are dependent on You for their support and maintenance. Proof of incapacity must be provided to Delta Dental within 31 days of the dependent's 26th birthday. We may request proof of incapacity annually after the dependent's 28th birthday.

## **Notices**

Notice to Delta Dental will be considered sufficient if mailed to Delta Dental's regular office address. Notices to You will be considered sufficient if mailed to Your last known address.

# **PREMIUMS, RENEWAL AND GRACE PERIOD PROVISIONS**

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

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 remain eligible and the Premium is paid according to the procedure described below, and We do not discontinue the Policy.

## **Rates**

Delta Dental determines the Rates for this Policy and all subsequent Premiums due for all Covered Persons. Delta Dental may change the Rates and/or Benefits under this Policy on the

first day of any renewal period. Delta Dental will send You written notice of a Rate change at least 30 days before any such change takes effect for this Policy. However, when a Rate change increases this Policy's Premium by 25% or more for a renewal period, Delta Dental must send written notice of the new Premium to You at least 60 days before any change takes effect. The Premium change will take effect on the first day of the renewal period as described in the required notice.

### **Premium Due Dates**

Your Premiums for this Policy will be shown on the Declaration page. Your premium tax credit, if any, is reflected in the amount of the Premium. You are responsible for paying the amount shown. The first Premium is due the day We accept Your application for coverage. You can pay Premiums monthly, semiannually or annually. Premiums are due the first day of each Premium Period.

### **Grace Period**

For every Premium payment after Your first Premium payment, You have 31 days from the Premium due date to remit the required Premium (90 days if you have paid at least one month of Premium and received advance payment of the premium tax credit). If Premium is not paid 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.

## **PREDETERMINATION OF BENEFITS**

After an examination, Your Provider may recommend a treatment plan. If the services involve crowns, fixed bridgework, implants, partial or complete dentures, surgical removal of impacted third molars, or Medically Necessary Orthodontic Services, ask Your Provider to send the treatment plan to Delta Dental. The available coverage will be calculated and printed on a Predetermination of Benefits form. Copies of the form will be sent to You and to Your Provider.

Predetermination of Benefits is required for Medically Necessary Orthodontic Services and surgical removal of impacted third molars. Predetermination of Benefits is not required for other services; however, Delta Dental encourages You to use this service.

Before You schedule dental appointments, You and Your Provider should discuss the amount to be paid by Delta Dental and Your financial obligation for the proposed treatment.

# **CLAIMS**

## **Filing a Claim**

To file a claim with Delta Dental, the Covered Person may simply present his/her identification card to the receptionist at the dental office. Claims should be filed within 90 days after a Covered Person receives dental services. Covered Persons claiming Benefits under this Policy must give Delta Dental any facts that it needs to pay the claim.

We will send You notice regarding the claim within 30 days of receipt unless special circumstances require more time. This notice explains the reason(s) for payment or nonpayment of a claim. If a claim is denied because of incomplete information, the notice will indicate what additional information is needed. You, or the person who made the claim, or the Provider, then have 45 days to give Us the information We need.

If We need more information We will send You a notice within 15 working days after We receive Your claim to let You know.

If You disagree with Our claim payment or denial, You may file an appeal, as more fully described under the "Appeal and Grievance Procedures" section.

## **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 15 months after the date on which the Dental Procedure is incurred. Covered Persons will be responsible for payment of any Dental Procedures that are completed after termination of the Covered Person's coverage under this Policy.

Delta Dental pays upon completion of a procedure. Removable dentures and bridges are considered completed when they are placed in a patient's mouth. Fixed partial dentures and crowns are considered completed when they are cemented in. Root canals are completed on the date the canals are permanently filled.

# GRIEVANCE PROCEDURES

## How to Contest a Claim Denial

### Urgent Care Situations:

**Method of Notification.** Notice of an Urgent Care Grievance will be accepted by Delta Dental if made by a Covered Person or his/her representative, in writing, in person, or by telephone directed to:

Delta Dental of Wisconsin, Inc.  
2801 Hoover Road  
P.O. Box 103  
Stevens Point, WI 54481-0103  
888-899-3734

**Resolution Process.** If the Urgent Care Grievance cannot be resolved through informal discussions, consultations or conferences during the first forty-eight (48) hours after Delta Dental's receipt of the Urgent Care Grievance, the Covered Person or a designated representative may appear before Delta Dental's Grievance Committee to present written or oral information with the right to ask questions before the Grievance Committee.

**Time Limitation for Resolution.** An Urgent Care Grievance will be resolved, whether informally or by the Grievance Committee, within seventy-two (72) hours of its receipt by Delta Dental.

### All Other Claims Denial Situations Not Including Urgent Care:

**Denial of a Claim for Benefits.** If a Covered Person makes a claim for Benefits under this Policy and the claim is denied in whole or in part, the Covered Person will receive written notification within thirty (30) days after Delta Dental receives the claim, unless special circumstances require an extension of time for processing. The claim decision will be sent on a form entitled, "Explanation of Benefits."

If additional time is necessary for processing a claim for Benefits, Delta Dental will notify the Covered Person and his/her Provider, of the extension and the reason it is necessary within the initial thirty (30) day period. If an extension is needed because either the Covered Person or his/her Provider did not submit information necessary to make a benefits determination, the notice of extension will describe the required information. The Covered Person or his/her Provider will have forty-five (45) days from receipt of the notice to provide the specified information.

**Appealing a Claim Denial.** If a Covered Person has questions about the denial of a claim for Benefits, the Covered Person should contact Delta Dental at 888-899-3734. Because most questions about Benefits can be answered informally, Delta Dental encourages Policyholders

and Covered Persons to first try to resolve any problem by talking with Delta Dental. However, the Covered Person or his/her representative has the right to file an appeal requesting that Delta Dental formally review the benefits determination.

To file a Grievance or appeal a benefits determination, contact Delta Dental's Benefit Services Department at 888-899-3734, or mail the request to:

Delta Dental of Wisconsin, Inc.  
2801 Hoover Road,  
P.O. Box 103  
Stevens Point, WI 54481-0103

The person filing the Grievance or appeal should provide the reasons why he/she disagrees with Delta Dental's benefits determination and include any documentation that he/she believes supports the claim. Include the Policyholder's name, the Covered Person's name, and the Policyholder's Member ID number on all supporting documents.

**Resolution Procedure.** Delta Dental will acknowledge the Grievance or appeal within five (5) days of its receipt by Delta Dental. Delta Dental will attempt to resolve the Grievance or appeal through informal discussions, consultations or conferences. In the event that the Grievance or appeal remains unresolved the Covered Person or his/her representative has the right to appear before Delta Dental's Grievance Committee to present written or oral information and to question the Grievance Committee. The Committee will advise the participants of the time and place of the meeting at least seven (7) calendar days before the meeting.

If a Covered Person does not exhaust the appeal procedures described above and files a lawsuit against Delta Dental seeking payment of Benefits, the court may not permit the Covered Person to go forward with the lawsuit because of failure to utilize Delta Dental's Grievance/claims appeal procedures. No legal action can be brought against Delta Dental more than three (3) years after the date of the Grievance Committee's final decision on the review of the benefits determination.

**Time Limitations for Resolution.** Delta Dental will attempt to resolve all Grievances and benefits determination appeals within thirty (30) calendar days after receipt by Delta Dental. Delta Dental will inform the Covered Person of its decision in writing. If the appeal is denied in whole or in part, the notice will include the following information:

1. the specific reason(s) for the denial of the appeal;
2. reference to the specific Policy provision(s) on which the denial is based;

3. a statement that the Covered Person is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim;
4. a statement describing any voluntary appeal procedures offered by Delta Dental and the Covered Person's right to obtain information about such procedures;
5. if an internal processing policy or other similar criterion was relied upon in the denial of the appeal, the notice of such denial also will include either the specific processing policy or a statement that such processing policy was relied upon in denying the appeal and that a copy of that processing policy will be provided free of charge to the Covered Person upon request;
6. if the denial of the appeal was based on a dental necessity, experimental treatment or similar exclusion or limit, the notice of such denial also will include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to the Covered Person's dental circumstances, or a statement that such explanation will be provided free of charge upon request.

If the Grievance cannot be resolved within thirty (30) days from receipt by Delta Dental, Delta Dental will notify the Covered Person or his/her representative in writing that it intends to extend the period of time for resolution an additional thirty (30) days. The notification will state when resolution may be expected and the reasons for the additional time needed.

All Grievances and benefits determination appeals will be resolved within sixty (60) days from date of receipt by Delta Dental.

Delta Dental's Grievance Committee will consist of four (4) persons: a consultant chosen by Delta Dental, a representative of Delta Dental management, Delta Dental's claim administrator, and a policyholder who is not a Delta Dental employee.

A Covered Person or his/her representative may resolve any Grievance through Delta Dental's Grievance procedure outlined above.



## **TERMINATION OF POLICY**

All insurance for Covered Persons under this Policy will cease on the date this Policy is terminated. This Policy will terminate under the following circumstances:

1. Nonpayment of Premiums when due, subject to the grace period provisions in this Policy.
2. If We discontinue this Policy.
3. The date of Your death if there are no dependents who are Covered Persons.
4. If You engage in fraudulent conduct or furnish Us with fraudulent or misleading material information relating to Your application for coverage. You are responsible to pay Us for any Benefits that We have paid.
5. Coverage under another plan begins.
6. If You no longer reside in the area where We are authorized to conduct business.
7. If You no longer meet the terms of eligibility under this Policy.

### **Continuation of Coverage for Dependents**

If this Policy is terminated for a reason other than non-payment of Premiums, the other family members covered by this Policy are entitled to continue coverage under this or a similar Policy, provided they meet eligibility requirements. They must notify Us and pay the Premium within 31 days of termination.

If Your Policy terminates for any reason, neither You nor Your dependents will be eligible to obtain a dental insurance policy from Us for 24 months.

## **WHEN COVERAGE ENDS**

### **Nonrenewal**

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 to nonrenew. If You provide notification of Your intent to nonrenew, this Policy will end on the last day before the renewal date. We can discontinue this Policy by sending You written notice (either electronically or through the mail) at least 90 days before the renewal date. If We do, this Policy will end on the last day before the renewal date.

Coverage under this Policy will end automatically, without notice, on the earliest of the following dates:

1. For all Covered Persons, on the day immediately following the last day of the Policy term in which We receive Your request to terminate this Policy;
2. For all Covered Persons, according to the Exchange rules if You purchased this Policy through the Exchange;
3. For all Covered Persons, on the day immediately following the last day of a renewal Policy's grace period if Your Premium has not been paid before that date;
4. For all Covered Persons, on the last day of the Policy term in which We discontinue this Policy;
5. For all Covered Persons, on the last day of the calendar month following Your move to a permanent residence outside of the area where We are authorized to conduct business;
6. For a child who is a Covered Person, the earliest of the following dates, as determined by Us:
  - a. The date on which the child loses dependent status; or
  - b. The last day of the month in which the child reaches age 26.

You must notify Us if a Covered Person loses eligibility for coverage under this Policy; however, You will still be responsible for any claim payments made during the period of time the Covered Person was not eligible for coverage under this Policy.

## **DELTA DENTAL'S LIABILITY**

Delta Dental is not responsible for the actual care that a Covered Person receives from any person. This Policy does not give anyone any claim, right, or cause of action against Delta Dental based on what a Provider of dental care, services or supplies, does or does not do.

## NOTICES

Any notice sent to Delta Dental must be sent in writing (either electronically or through the mail). It's considered delivered when sent to Us at the e-mail address shown below; when given in person; or when sent registered or certified United States mail, return receipt requested, proper postage prepaid, and properly addressed to:

Delta Dental of Wisconsin, Inc.  
2801 Hoover Road  
P.O. Box 103  
Stevens Point, WI 54481-0103  
Email: [customerservice@deltadentalcoversme.com](mailto:customerservice@deltadentalcoversme.com)

## PROVISIONS REQUIRED BY LAW

Before approving a claim, Delta Dental may receive any information and records for a Covered Person allowed by law which may be needed to process the claim and will keep such information and records confidential. The release of information is made only to facilitate coverage and in accordance with state and federal laws. If You wish to authorize someone to have access to information, You must give Us a written request by sending an Authorization to Disclose or an Authorized Representative Form. Please call 888-899-3734 to request a form.

Under Wisconsin law, both parents have equal rights of access to information about their children, unless there is a court order denying such access. In the absence of a copy of such order, and subject to the confidentiality provisions described above, Delta Dental provides equal parental access to information.

### Governing Law

This Policy is issued and delivered in the State of Wisconsin and is governed and construed under and pursuant to its laws and regulations. If it conflicts with any of Wisconsin's laws and regulations it will automatically conform to the state's minimum requirements.

### Nonwaiver And Severability

No delay or failure by Delta Dental to exercise any remedy or right under this Policy will impair any such right or be construed to be a waiver of any such remedy or rights, nor will it affect any subsequent remedies or rights that Delta Dental may have, whether or not the circumstances are the same.

### Entire Policy; Changes

The entire Policy of insurance between You and Delta Dental is comprised of this Policy, the Declaration page, the application, and all endorsements, if any.

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

## **NOTICE OF LEGAL ACTION**

No legal action can be brought against Delta Dental until at least 60 days after proof of loss has been furnished as required by the Policy or such proof of loss has been waived, or Delta Dental has denied payment, whichever is earlier. No legal action can be brought against Us more than 2 years after proof of loss.

## **PROBLEMS WITH YOUR INSURANCE**

If You experience problems with any insurance company or agent, do not hesitate to contact them to resolve Your problem. You can contact Delta Dental at the following address and telephone number:

Delta Dental of Wisconsin, Inc.  
2801 Hoover Road  
P.O. Box 103  
Stevens Point, WI 54481-0103  
888-899-3734

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

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

Or You can request a complaint form by calling one of these numbers:

800-236-8517 outside Madison  
608-266-0103 in Madison

# KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

**PROBLEMS WITH YOUR INSURANCE?** – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**Delta Dental of Wisconsin, Inc.**

**P.O. Box 103**

**Stevens Point, WI 54481**

**888-899-3734**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website <http://oci.wi.gov>, or by contacting:

## **OFFICE OF THE COMMISSIONER OF INSURANCE**

Office of the Commissioner of Insurance

Complaints Department

P.O. Box 7873

Madison, WI 53707-7873

800-236-8517

608-266-0103