

# Classic Plan Insurance Policy from Delta Dental.

## A new way to do dental. And it starts here.

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

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

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

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

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

This policy from Delta Dental of Wisconsin, Inc. only covers Wisconsin residents, and is governed by Wisconsin law on limited-scope dental policies. If you're not a Wisconsin resident this policy doesn't cover you. However, if you tell us what state you live in we may be able to refer you to a different Delta Dental policy.

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

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

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

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

Now, about your questions ...

**When does my coverage start?**

Your coverage starts the first day of the month *after* your application is approved. It continuously renews unless we choose to not renew your coverage, or you tell us you no longer want the coverage. If you cancel this policy for any reason, you will have to wait 24 months before we will issue you another one.

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

If you have other dental insurance you can't buy this dental insurance.

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

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

**How do I renew my coverage?**

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

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

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

**Choosing a Dentist**

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

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

If you see a Delta Dental PPO dentist, the amount you pay is based off the amount the dentist charges, which is usually less than if you see other dentists. If you see a Delta Dental Premier dentist, you will not have to pay any amount left over after Delta Dental pays the Maximum Plan Allowance, and you pay the deductibles and copays, and pay for services not covered by this policy.

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If you see a dentist other than a Delta Dental Premier or Delta Dental PPO dentist, you will have to pay any balance remaining after Delta Dental pays up to the Maximum Plan Allowance.

Find a listing of more than 1,000 Delta Dental PPO dentist locations in Wisconsin and hundreds of thousands of Delta Dental network dentists nationwide at [www.DeltaDentalCoversMe.com](http://www.DeltaDentalCoversMe.com), or call 888-899-3734.

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

### **What Is Covered And What You Pay**

The deductible for dental procedures is \$50 for you and each covered dependent. The deductible period starts when your policy starts and continues for 12 months after that. This time period is also called the "benefit accumulation period."

You are responsible for paying the deductible.

The maximum total benefit that can be paid in any benefit accumulation period is \$1,000 for you and each covered dependent.

This policy doesn't include an orthodontic benefit.

This policy provides benefits according to the coverage percentage listed in the following chart, after the deductible is paid.

In the following chart, if the coverage percentage shown is "80," Delta Dental will pay 80% of the amount Delta Dental allows, after any deductibles are paid. In this case, the coinsurance — the amount the patient must pay — is 20%.

Any waiting periods will be waived for you if you were covered under another comprehensive dental-insurance plan for at least 12 months before you enrolled in this plan — but only if there was no more than a 63-day gap between your previous plan and this plan. (You may have to supply information about your previous plan to make sure you qualify for waived waiting periods.) Waiting periods will not be waived for new members added to this policy, or if your previous policy ended more than 63 days before you bought this policy.

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Does deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
		<b>Diagnostic, Preventive and Emergency Dental Procedures</b>
No	80	Examination or evaluation, once every six months.
No	80	Simple cleanings. Either a simple cleaning or a basic periodontal cleaning (described below) is allowed once every six months.
No	80	Bitewing X-rays, one set every 12 months.
No	80	Fluoride (for children through age 14), once every 12 months.
No	80	Full-mouth X-rays once every five years (a series of individual X-rays or a panoramic X-ray).
Yes	80	Sealants on the decay-free, biting surface of permanent molars, one sealant per tooth per lifetime, for ages 14 and under.
No	80	Space maintainers when a primary molar tooth is prematurely lost.
Yes	50	Emergency treatment to relieve pain.
Yes	50	Emergency evaluation, once every 12 months.
		<b>All Other Dental Procedures (a 12-month waiting period applies to <u>all</u> of these procedures)</b>
Yes	50	Composite (tooth-colored) fillings on front teeth. Amalgam (silver-colored) fillings on back teeth. Replacing an existing filling is covered once every two years.
Yes	50	Root canal treatment and therapy.
Yes	50	Pulpotomy and pulpal therapy.
Yes	50	Basic periodontal cleanings. Either a simple cleaning or a basic periodontal cleaning is allowed once every six months; not both.

Does deductible apply? Yes/No	Coverage Percentage	What is covered (for each person covered under the plan)
Yes	50	Surgical or non-surgical treatment on tooth roots.
Yes	50	Scaling and root planing (deep cleaning for gum disease) once per area (upper right, lower right, upper left, lower left) every two years.
Yes	50	Removing and reforming diseased gum tissue once per area every three years.
Yes	50	Tissue graft procedures and removal of excess tissue.
Yes	50	Bone surgery once per area every three years.
Yes	50	Non-surgical extractions.
Yes	50	General anesthesia in conjunction with covered surgical procedures, once per treatment.
Yes	50	Crowns are covered, but only when teeth are broken down by dental decay or accidental injury and can no longer be restored adequately with a filling material. Replacing a defective existing crown is covered when it is at least seven years old. Porcelain veneers on crowns are only covered on the six front teeth, bicuspid, and upper front molars. Crowns, other than stainless-steel crowns, are only covered for persons ages 12 and up.
Yes	50	Appliances to replace missing teeth are covered for persons ages 16 and older when chewing function is impaired due to those missing teeth. The appliance may be a partial denture, full denture, implant and implant related procedures, or a fixed bridge. Replacement of a defective appliance to replace missing teeth is covered if that appliance is at least seven years old.  Porcelain veneers on crowns or bridges are covered on the six front teeth, bicuspid, and upper first molars.
Yes	50	Denture repairs; relining and rebasing dentures to improve their fit, once every 12 months; recement fixed bridgework; repair fixed bridgework.

## Optional Procedures

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

## What We Don't Cover

1. Cosmetic services or supplies, including cosmetic work done on dentures.
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.
4. Braces and retainers (orthodontia), and services related to braces and retainers.
5. Oral surgery, including surgical extractions.
6. Preventive control programs.
7. Injuries or conditions covered under Workers' Compensation or Employer's Liability laws; services provided by any government agency; or any services that are provided free.
8. Treatments that are still under investigation or observation.
9. Prescription drugs.
10. Pain relievers like nitrous oxide, conscious sedation, euphoric drugs, or injections.
11. Hospitalization charges and related charges.
12. Consultations or second opinions.
13. Charges for missed appointments.
14. Patient management problems.
15. Charges for completing claim forms.
16. Habit-breaking appliances.
17. Temporomandibular joint (TMJ) services or supplies.
18. Brushing and flossing instructions, tobacco and nutritional counseling.
19. Any dental services provided to anyone covered under this policy while they are on active service in the Armed Forces.
20. Any dental services to treat injuries or diseases caused by any form of civil disobedience or criminal act, or any injuries intentionally inflicted.
21. Any dental services performed or started before this policy took effect.
22. Any dental services performed or started after this policy ends.

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23. Laboratory tests and/or laboratory examinations.
24. Procedures provided by someone other than a dentist or licensed hygienist employed by a dentist.
25. Anything determined (by Delta Dental) not to be necessary for treating a dental condition, disease or injury.
26. Replacement of a lost, missing or stolen denture or bridge.
27. Duplicate dentures or bridges, or any other duplicate appliance.
28. Repair or replacement of orthodontic appliances.
29. Free services or supplies.
30. Services covered or provided under any other plan or policy.
31. Any other service not specifically listed in this policy as a benefit.
32. Claims not submitted within 15 months of the date of service.

### **Who Is Eligible For Coverage**

**If you are a Wisconsin resident over age 18 who has no other insurance covering dental procedures, you may buy this policy.**

You can also include the following people under your policy:

1. Your legal spouse;
2. Your legal dependents, married or unmarried, up to the end of the month when they turn 26.

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

If you enroll and have family coverage, a newborn child is covered at birth and coverage continues for 60 days. You have a year to add the newborn to the policy if you pay the premium plus 5-1/2% interest. The policy will pick up coverage at any point during the newborn's first year of life. If you adopt a child, coverage begins on the day the child is adopted, placed for adoption, or on the day of the final order granting adoption, whichever comes first.

### **Adding or Removing Dependents**

Any person you want to cover under this policy and is not an adoptee or newborn as described above has to apply to be added to this policy as a covered dependent. If the application is accepted, the covered dependent will be added 12 months after you bought the policy, or on the anniversary of the day you bought the policy, any time after that. You will be billed for the added dependent on the bill immediately following the anniversary date.

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## Letting Delta Dental Know

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

## Premiums: The Price You Pay

Your premiums for this policy will be shown on the declaration page. You are responsible for paying premiums. The first premium is due the day we accept your application for coverage. You can pay premiums monthly, semiannually or annually. That time is called a “premium period.” Premiums are due the first day of each premium period. If the charge is declined on the due date, we will tell you, and you have to take care of paying the premium. If at the end of a 10-day grace period your account is still overdue, we will cancel your coverage.

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

## Premium Due Date

This policy is a monthly policy that starts on the policy's effective date as shown on the declaration page. After that, you can renew this policy if we agree, if you and any other people covered under this policy remain eligible, and if premiums are paid according to the procedure described above.

## Premium Grace Period

Unless you have told us you want to terminate your policy, you have a 10-day grace period to pay your premium. You are still covered during the grace period. If you don’t pay your premium within the grace period, you will lose coverage on the last day of the grace period. You have to pay for coverage provided during the grace period.

## Policy Reinstatement

If we terminate this policy for nonpayment of premium and we accept a premium payment from you within one year after the date the policy was terminated, we will reinstate this policy. The effective date will be the date we accepted the premium.

Once we reinstate this policy, we will not cover any dental services performed between the date the policy was terminated and the date it was reinstated. Otherwise, we will treat the policy as if it never was terminated. However, we may charge you a reasonable reinstatement fee.

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## Estimate Of Payment And Treatment Plans

After an exam, your dentist may recommend a treatment plan. If the plan includes crowns, fixed bridges, 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 Delta Dental.

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, just call us at 888-899-3734.

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

## Filing Claims

To file a claim with Delta Dental, 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.

We'll tell you what we paid -- called an Explanation of Benefits -- within 30 days after we receive your claim, unless special circumstances require more time. If we deny a claim because we need more information, the Explanation of Benefits shows what additional information we need. Claims need to be filed within 15 months after a procedure is incurred for Delta Dental to consider them for payment.

## Dental Procedure Incurred

A dental procedure is incurred on the date it is completed. 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. The completion date has to be listed on the claim.

## If We Deny Your Claim

### ***Non-Urgent Care Situations:***

If anyone covered under this policy makes a claim and we deny some or all of it, we'll give written notice to you, or the person who made the claim, or the dentist who provided treatment. Our claim decision will be made on an Explanation of Benefits form.

We usually give written notice within 30 days. If we need more time, we'll tell you, or the person who made the claim, and the dentist. If we need more information, we'll describe the additional information we need. You, or the person who made the claim, or the dentist, then have 45 days to give us the information we need.

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## Appealing a Claim Denial

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

If you aren't satisfied with the way Delta Dental provided services or handled claims under this policy, anyone covered under this policy, or their representative, can file a written complaint with us. This is called a "grievance."

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

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

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

## Resolution Procedure

We will let you know we received the grievance or appeal within five days after we receive it. We will try to resolve the grievance or appeal informally. If we can't, you, a person covered under this policy, or a representative, may appear before our grievance committee to present your information and ask questions of the committee. The committee will tell you, the covered person, or a representative the time and place of the meeting at least seven calendar days before the meeting.

If someone covered under this policy does not go through the process described above, and you file a lawsuit against us seeking payment of benefits, the court may not allow the lawsuit to proceed. No legal action can be brought against Delta Dental more than three years after the grievance committee's final decision.

## Time Limits for Resolution

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

1. The specific reason(s) for the denial;

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

We usually resolve grievances within 30 days. If we can't, we will tell you, or the covered person, or your representative, in writing that we need an additional 30 days to resolve the grievance. We will resolve all grievances and appeals within 60 days from the date that we receive them.

Delta Dental's grievance committee consists of 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.

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

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

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

### **Resolution Process**

If we can't resolve an urgent-care grievance informally within 48 hours after receiving it, you, a covered person, or a representative may appear before our grievance committee to present your information and ask questions of the committee. We will resolve an urgent-care grievance within 72 hours of the time we receive it.

### **Terminating This Policy**

#### **Mid-Term Termination by Policyholder**

When you buy this policy you are committing to keeping it for at least 12 months. You can terminate this policy sooner only 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.

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2. Someone covered under this policy dies. If you die, anyone else covered under your policy who meets eligibility standards may choose to continue the policy. If a covered person other than you dies, you can terminate their coverage.
3. Anyone covered under this policy enters full-time United States military service. If you enter military service, you can terminate the policy or continue the policy for people covered on this policy other than yourself. If a person covered under this policy other than you enters military service, you may terminate their coverage.

You have to tell us in writing (either electronically or through the mail) within 30 days of the date that any of the above events occur and you want us to terminate your dental insurance. If you do, we will refund your unused premium.

### **Mid-Month Termination by Delta Dental**

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

1. You don't pay the premium when it's due.
2. You or a covered dependent commits fraud or lies about something having to do with your dental insurance.
3. Someone other than you or a covered dependent uses your dental insurance.
4. You or a covered dependent doesn't comply with the policy, or are no longer eligible.

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

### **Nonrenewal**

This policy will automatically renew. If you don't want to renew this policy, send us written notice (either electronically or through the mail) before the policy's renewal date. If you do, this policy will end on the last day before the renewal date. We can nonrenew this policy by sending you written notice (either electronically or through the 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 insurance for you and/or other people covered under this policy stops on the date this policy is terminated. That date is:

1. The day following the grace period, if the premium hasn't been paid; or
2. The last day of the month we receive a termination request from you, or any later date stated in your request (if we approve of this date); or
3. The last day before the renewal date if either we or you don't renew this policy; or

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4. The last day of the month of 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 of the date of death of a person covered under this policy other than yourself, but only for that person; or
6. The last day of your current policy period if you move out of Wisconsin. This applies to anyone covered under this policy.

### **Termination for Fraud**

If anyone covered under this policy commits fraud or lies about something having to do with your dental insurance, we may terminate your coverage back to its original effective date. If we do that, we'll give back the premium you paid us minus any claims we paid and a reasonable administration fee. If the claims we paid are more than the premium you paid, you have to pay us the difference.

### **Delta Dental's Liability**

We are not responsible for the actual care you receive from anyone. This policy does not give anyone any claim, right, or cause of action against us based on what a provider of dental care, services or supplies does or doesn't do.

### **Rights Of Recovery (Subrogation)**

If we pay benefits under this policy, and you are paid by someone else for the same procedures we pay for, we have the right to recover what we paid. You have to sign and deliver to us any legal papers relating to the recovery.

### **Notices**

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

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

Email: [customerservice@deltadentalcoversme.com](mailto:customerservice@deltadentalcoversme.com)

### **Governing Law**

This policy is issued and delivered in the State of Wisconsin and obeys 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.

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### **Nonwaiver And Severability**

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

### **Entire Contract; Changes**

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

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

### **Notice Of Legal Action**

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

### **Problems With Your Insurance**

If you have problems with any insurance company or agent, contact them to resolve your problem. You can contact Delta Dental at the following address and telephone number:

Delta Dental  
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 with the Office of the Commissioner of Insurance, 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

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

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

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

Delta Dental:

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

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

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

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

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

# 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