

# Basic Plan

## Insurance Policy from Delta Dental.

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

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

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

This dental policy is underwritten by Delta Dental of Arizona, an Arizona dental and optometric service corporation. This policy is administered, at least in part, by Renaissance Life & Health Insurance Company of America.

"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 effective date is [xx/xx/xxxx].

Your premium rate is [\$xx.xx] and is billed [monthly, annually].

This policy from Delta Dental of Arizona only covers Arizona residents, and is governed by the laws of the State of Arizona and applicable Federal law. If you're not an Arizona 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.

### **Important Notice**

**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 premiums.**

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

Now, about your questions ...

**When does my coverage start?**

At the earliest, your coverage starts the first day of the month *after* your application is approved. Page 1 of your policy will show your effective date.

It continuously renews unless we choose to not renew your coverage, or you tell us you no longer want the coverage.

**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 Arizona 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.deltadentalaz.com/member](http://www.deltadentalaz.com/member), you can make address or payment changes. You can find out about your premium and effective date, and see and print information about your policy, ID card, 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.**

All Delta Dental dentists are contracted as participating providers for this policy. Both Delta Dental Premier and Delta Dental PPO dentists have agreed to accept a reduced fee, determined by Delta Dental, for any covered procedure and you will not have to pay for any amount above that.

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 determines its payment.

You will always pay the office visit copay, deductibles, coinsurance, optional procedures, and any services not covered by this policy. However, your out-of-pocket costs may be lower when you select a dentist who participates with Delta Dental; usually saving the most when you visit a Delta Dental PPO participating dentist.

To find a listing of contracted Delta Dental Premier® and Delta Dental PPO™ dentists in Arizona and nationwide, please visit [www.deltadentalaz.com/find](http://www.deltadentalaz.com/find) or call 800-894-2961.

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**

Each time you, or a person covered under this policy visits a dentist to receive services covered under this policy, you must pay the dentist a per-person **Office Visit Copay** of \$15.

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

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

This policy doesn't include any major services such root canal, crowns, dentures, implants, etc.

This policy doesn't include an orthodontic benefit.

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

In the following chart, if the coverage percentage shown is "50," Delta Dental will pay 50% of the amount Delta Dental allows, after the office visit copay is paid. In this case, the coinsurance—the amount the patient must pay—is 50%.

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

Coverage Percentage	What is covered (for each person covered under the plan)
	<b>Diagnostic, Preventive and Emergency Dental Procedures</b>
100	Examination or evaluation, once every six months.
100	Simple cleanings, once every six months.
100	Bitewing X-rays, one set every 12 months, limited to a set of 4 films
50	Fluoride (for ages 14 and under), once every 12 months.
50	Full-mouth X-rays once every five years (a series of individual X-rays or a panoramic X-ray).
50	Sealants on the decay-free, biting surface of permanent molars, one sealant per tooth per lifetime, for ages 14 and under.
50	Space maintainers when a primary molar tooth is prematurely lost.
50	Emergency treatment to relieve pain.
50	Emergency evaluation, once every 12 months.
	<b>A 6 month waiting period applies to the following procedures.</b>
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.
50	Non surgical extractions.

## 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. Endodontics
7. Periodontics, including Periodontal maintenance
8. Major restorative services including crowns, bridges, partial and complete dentures and implants
9. Preventive control programs.
10. 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 except as pursuant to Title XIX of the Social Security Act.
11. Treatments that are still under investigation or observation.
12. Prescription drugs.
13. Pain relievers like nitrous oxide, conscious sedation, euphoric drugs, or injections.
14. Hospitalization charges and related charges.
15. Consultations or second opinions.
16. Charges for missed appointments.
17. Patient management problems.
18. Charges for completing claim forms.
19. Habit-breaking appliances.
20. Temporomandibular joint (TMJ) services or supplies.
21. Brushing and flossing instructions, tobacco and nutritional counseling.
22. Any dental services provided to anyone covered under this policy while they are on active service in the Armed Forces.

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

## **Who Is Eligible For Coverage**

**If you are an Arizona resident age 18 and older 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. Included are newborn 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.

## **Handicapped Dependents**

Your dependent children over age 25 may continue coverage if they are incapable of self-sustaining employment because of physical or intellectual disability that began before the limiting age, and are dependent on you for their support and maintenance. Proof of incapacity must be provided to Delta Dental within 31 days of the child reaching the limiting age and subsequently as may be required by Delta Dental, but not more frequently than annually after the two-year period following the child's attainment of the limiting age.

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

If you enroll and have family coverage, a newborn child is covered at birth. If you adopt a child, coverage begins on the day the child is adopted, placed for adoption, or on the day of the final order granting adoption, whichever comes first.

If you do not have family coverage and have any new dependents because of birth, adoption, placement for foster care or placement for adoption, you must complete an application within 31 days for them to be added to the policy on the day they became your dependent. Other dependents not already covered on the policy may also be added. If there is a change in premium, you will be billed for the added dependent(s) as of the effective date.

## **Adding Dependents**

If you did not include your spouse or dependents at the time you enrolled, they may be added on the anniversary of the day you bought the policy when an application has been completed and accepted. You will be billed for the added dependent on the bill immediately following the anniversary date.

If you have any new dependents because of marriage, you must complete an application within 31 days for them to be added to the policy on the first day of the month following the day they became your dependent. Other dependents not already covered on the policy may also be added. If there is a change in premium, you will be billed for the added dependent(s) as of the effective date

If you need to add dependents because of divorce or a change in custody arrangements, you may add them. Contact us for details.

## **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 page 1 of your policy. You are responsible for paying premiums. The first premium is due the day we accept your application for coverage. You can pay premiums monthly or annually. That time is called a "premium period." Premiums are due the 5th day of each premium period.

If your charge is declined, you have a 31-day grace period to make a payment. If at the end of the grace period your account is still overdue, we will cancel your coverage.

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

under your policy, Delta Dental will send you notice of the new rate and benefits at least 60 days before the change takes effect.

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

### **Premium Grace Period**

Unless you have told us you want to terminate your policy, you have a 31-day grace period to pay your premium. You are still covered during the grace period. If you don't pay your premium within the grace period, you will lose coverage on the last day of the grace period. You have to pay for coverage provided during the grace period.

### **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. In all other respects, we will treat your reinstated policy as if it never was terminated.

### **Estimate Of Payment And Treatment Plans**

After an exam, your dentist may recommend a treatment plan. If the plan includes several fillings and extractions 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 800-894-2961.

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 need more information we will send you a notice within 15 working days after we receive your claim to let



you know. If we deny a claim, the Explanation of Benefits shows any additional information we may need. Claims need to be filed within 15 months after a procedure is incurred for Delta Dental to consider them for payment.

### **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 800-894-2961 to request a form.

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

### **Dental Procedure Incurred**

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

### **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 provided 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.

### **Claims Appeal Process**

Either you or your treating provider can file an appeal on your behalf. Delta Dental provides a form to be used for an appeal in the center of the Appeals Packet. You are not required to use the form; a letter with the same information is acceptable. If you decide to appeal a decision to deny authorization or payment of a service, you should tell your treating provider so the provider can help you with the information you need to present your case.

The process for an appeal is described in detail in the Appeals Packet, a separate document, which is provided to you when you become a Covered Policyholder. You can request another

copy of this Appeals Packet by visiting our website at [www.deltadentalaz.com/appeals](http://www.deltadentalaz.com/appeals), or call 800-894-2961 to request a form.

## Description of the Appeals Process

There are two (2) types of appeals: an expedited appeal for urgent matters, and a standard appeal. Each type of appeal has three (3) levels. The appeals operate in a similar fashion, except that expedited appeals are processed much faster because of the patient's condition.

### Expedited Appeals

(for urgently needed services you have not yet received)

Level 1: Expedited Medical Review

Level 2: Expedited Appeal

Level 3: Expedited External Independent Review

### Standard Appeals

(for non-urgent services or denied claims)

Informal Reconsideration<sup>1</sup>

Formal Appeal

External Independent Medical Review

We make the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from our company, makes Level 3 decisions. You are not responsible to pay the costs of the external review if you choose to appeal to Level 3.

Please read the information in your Appeals Packet for details about your rights and responsibilities during the appeals process. These will include the procedures Delta Dental and you must follow when participating in the appeals process, the time period applicable at each level of appeal, whether your request for an appeal must be in writing, and notices you will receive from Delta Dental regarding your appeal.

<sup>1</sup> Delta Dental does not provide informal reconsideration of a denied claim; our appeals process begins at the formal appeal level.

Should you have any questions regarding the appeals process and procedures, please contact Delta Dental at the numbers listed in your Appeals Packet.

For additional assistance with questions regarding the appeals process, you may contact the Arizona Department of Insurance and Financial Institutions Consumer Services Section.

## Terminating This Policy

### Mid-Term Termination by Policyholder

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

1. You become covered under a group dental plan. If anyone else covered under this policy becomes covered under a group dental plan, they may be terminated without terminating the entire policy.
2. You enter full-time United States military service. If a person covered under this policy other than you enters military service, you may terminate their coverage without terminating the entire policy.

You have to tell us in writing (either electronically or through the mail) within 31 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.

In the event of your death, anyone else covered under your policy who meets eligibility standards may choose to continue coverage by applying for a new policy. If a covered person other than you dies, you can terminate their coverage without terminating the entire policy.

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

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

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

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

### **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.

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

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

## Termination for Fraud

If anyone covered under this policy commits fraud or lies about something significant having to do with your dental insurance, we may terminate your coverage back two years or back to its original effective date, whichever is shorter. If we do that, we'll give back the premium you paid us minus any claims we paid. 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.

## 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  
ATTN: Individual Product Unit  
P.O. Box 1950  
Indianapolis, IN 46206  
Email: [service@smilepoweraz.com](mailto:service@smilepoweraz.com)

**Governing Law**

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

**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 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. No legal action can be brought against us more than 2 years after proof of loss.

**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  
Attn: Individual Product Unit  
P.O. Box 1950  
Indianapolis, IN 46206  
800-894-2961