

**Welcome to your
Delta Dental – Basic Plan
from
Delta Dental of Washington**

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

Delta Dental of Washington is a member of the nationwide Delta Dental Plans Association and will be referred to in your Policy documents as DDWA. This Policy is underwritten by Delta Dental of Washington and administered by Wyssta Services, Inc., our Health Care Benefit Manager.

Throughout this document the term “you” refers to the person who bought this Policy.

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

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

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

You have 10 days to decide if you want to keep this Policy. If you’re not satisfied after reading though this Policy , you can cancel it anytime within 10 days of the date you received this material by notifying is at 888-899-3734 or by returning your Policy to us or your Producer. We’ll void the Policy and refund your money, less any payment we made for claims you incurred. If we do not refund your money within 30 days after you cancel the Policy, we will pay you an additional 10 percent of the refunded amount.

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

Now, about your questions...

When does my coverage start?

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

How do I renew my coverage?

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

Can I cancel my Policy?

You may only cancel your Policy before the Renewal Date for the reasons listed in the “Mid-Term Termination by You” section. You may elect to not renew at the Renewal Date without any penalty or waiting period.

What if I have other dental coverage?

This Plan does not coordinate benefits. If you have other dental coverage, this Plan will pay as primary. We will not coordinate benefits with any other plan you may have.

What about coverage for my family?

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

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

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

Notices

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

Any notice sent to DDWA must be sent in writing by the Policyholder or an authorized representative (either electronically or by U.S. Postal Service). The notice is considered delivered when sent to us through your account at www.DeltaDentalCoversMe.com; or at the email address shown below; when given in person; when sent by fax; or when sent by United States postal mail, that has proper postage prepaid, and properly addressed to:

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

Web: www.DeltaDentalCoversMe.com

Email: CustomerService@DeltaDentalCoversMe.com

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

Phone: 888-899-3734

Fax: 800-807-1970

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

This plan is administered by Wyssta Services, Inc., a health care benefit manager. For information regarding the role of a health care benefit manager, or to see list of contracted health care benefit managers acting on behalf of DDWA, please visit our website at www.deltadentalwa.com/tools-and-resources/health-care-benefit-manager, or www.DeltaDentalCoversMe.com.

Your Plan Details

Who Is Eligible For Coverage?

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

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

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

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

Coverage for a Newborn, Adopted or Foster Child

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

Adding or Removing Dependents

You may request to add any eligible person to this Policy by submitting an application. If the application is accepted, the newly covered person will be added to your Policy at the beginning of the next month. You will be charged for the added dependent effective the date they are added. This process does not apply to newborn and newly placed or adopted children; please see the “Coverage for a Newborn, Adopted or Foster Child” section for more information. You may only drop a dependent at renewal, or for one of the reasons described in the “Mid-Term Termination by You” section. If you are dropping a dependent at renewal, please notify us in writing prior to renewal.

Delta Dental Participating Dentists

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

Your Delta Dental PPO plus Premier Dentist will complete and submit claim forms and receive payment directly from DDWA on your behalf. You will not be charged more than the Participating Dentist’s approved fee. You will be responsible only for stated coinsurances, any amount over the Plan Maximum and for any elective care you choose to receive outside the Covered Dental Benefits.

Choosing a Dentist

Your provider network is: Delta Dental PPO plus Premier.

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

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

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

Example:

This chart shows a comparison of how your out-of-pocket costs are impacted by your selection of a Delta Dental PPO plus Premier Dentist or a Non-Participating Dentist.

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

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

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

What is Covered and What You Pay

Deductible

This Plan does not have an annual Deductible.

Co-Payment

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

Benefit Period

Most dental benefits are calculated within a Benefit Period which is the 12-month period that starts when your Policy becomes effective and continues until the end of the 12-month period. For example: If your Policy is effective February 1st, your Benefit Period starts February 1st and would continue until January 31st of the following year.

Plan Maximum

This Plan has a \$1,000 Plan Maximum for each covered person, this is the total amount that will be paid in any Benefit Period. You are responsible for any costs incurred above this limit by any person covered under this Policy. If you use a Delta Dental Participating Dentist, they will still honor their filed fees after your Plan Maximum has been reached.

Waiting Period

This Policy has a 6-month Waiting Period that applies to certain covered procedures. This means that DDWA will not pay towards any of these procedures until you have been enrolled in this Policy for 6 continuous months. Please see the “Benefits” section below for procedures that are subject to the Waiting Period.

Any Waiting Periods will be waived for you if you were covered under any other dental plan(s) for at least 6 continuous months before you enrolled in this Plan, but only if there was no more than a 63-day gap between your previous policies and this Policy. You will need to supply information about your previous plans to make sure you qualify for a Waiting Period waiver. Waiting Periods will not be waived for new members added to this Policy without prior qualifying coverage, or if there was more than a 63-day gap between any of your previous Policies and the effective date of this Policy.

Benefits

This Policy provides benefits according to the coverage percentages listed in the following chart.

How to read this chart: If the coverage percentage shown is “80 percent,” DDWA will pay 80 percent of the amount DDWA allows. In this case, the amount the patient must pay, also called the coinsurance, is 20 percent.

This Policy doesn’t include an orthodontic benefit.

Diagnostic, Preventive and Emergency Dental Procedures	
Coverage Percentage	What is covered (for each person covered under the plan)
100%	Routine diagnostic or comprehensive oral evaluations <ul style="list-style-type: none"> Covered once every six months. Comprehensive oral examinations are covered once for the same dentist for the entire time you are on this plan. If you change dentists, you are covered for a new comprehensive oral examination.
50%	Limited or problem-focused oral (Emergency) evaluations <ul style="list-style-type: none"> Covered once every 12 months.
100%	Bitewing X-rays <ul style="list-style-type: none"> Covered once every 12 months.

Diagnostic, Preventive and Emergency Dental Procedures	
Coverage Percentage	What is covered (for each person covered under the plan)
50%	<p>Comprehensive series of X-rays or panoramic X-ray</p> <ul style="list-style-type: none"> Covered once every five years. <p>NOTE: When multiple x-rays are taken on the same day, with the exception of a panoramic x-ray, and the combined fees are more than a comprehensive series of x-rays, then all the x-rays taken on the same day will be considered a comprehensive series of x-rays for the purpose of payment and benefit Limitations.</p>
100%	<p>Prophylaxis (simple cleanings)</p> <ul style="list-style-type: none"> Covered once every six months.
50%	<p>Sealants or preventive resin restorations</p> <ul style="list-style-type: none"> Covered for all ages once per lifetime on each permanent molar that has no restorations (includes preventive resin restorations on the occlusal (biting) surface).
50%	<p>Fluoride</p> <ul style="list-style-type: none"> Covered for all ages, once every 12 months.
100%	<p>Application of caries arresting medicament</p> <ul style="list-style-type: none"> Covered twice per tooth per Benefit Period.
50%	<p>Space maintainers</p> <ul style="list-style-type: none"> Covered when a primary tooth is prematurely lost.
50%	<p>Palliative (Emergency) treatment to relieve pain</p>

All Other Dental Procedures (a 6-month Waiting Period applies to these procedures**)	
Coverage Percentage	What is covered (for each person covered under the plan)
50%	Fillings – resin-based composite (tooth-colored) or amalgam (silver-colored) <ul style="list-style-type: none"> • Covered once every two years on the same surface(s) of the same tooth. • If a resin-based composite filling is placed in a posterior (back) tooth, payment will be made as an amalgam filling, and you are responsible for the difference in cost. • Fillings placed in the same tooth within two months of an application of caries arresting medicament is not a covered benefit.
50%	Non-surgical extractions, per tooth

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

What We Don't Cover

1. Cosmetic services or supplies, including cosmetic work done on dentures.
2. Any procedures done to restore the height and/or width of teeth.
3. Porcelain veneers, including restoration to a decayed or broken tooth.
4. General Anesthesia and/or Intravenous (deep) Sedation for routine procedures for a person who is not physically or developmentally disabled or over the age of 7.
5. Braces and retainers (orthodontia), and services related to braces and retainers.
6. Oral surgery, including surgical extractions, except as specified in the benefit grid above.
7. The following services are not benefits: endodontics, periodontics, crowns, bridges, partial and complete dentures, and implants.
8. Preventive control programs, including but not limited to, oral hygiene instruction, dietary instruction, and home fluoride kits.
9. Injuries or conditions covered under Workers' Compensation or Employer's Liability laws.
10. Services provided by any government agency.
11. Services or supplies that are provided free of charge.
12. Prescription drugs.
13. Pain relievers like nitrous oxide, conscious sedation, euphoric drugs.
14. Injections of anesthetic not in conjunction with a dental service.

15. Injection of any medication or drug not associated with the delivery of a covered dental service.
16. Hospitalization and related charges.
17. Consultations or second opinions.
18. Charges for missed or broken appointments.
19. Behavior management.
20. Charges for completing claim forms.
21. Local drug delivery for treatment of gum disease (Localized Delivery of Antimicrobial Agent).
22. Habit-breaking appliances, including Occlusal Guards. Habit-breaking appliances are fixed or removable device(s) fabricated to help prevent potentially harmful oral health habits (e.g., chronic thumb sucking appliance, tongue thrusting appliance etc.).
23. Temporomandibular joint (TMJ) services or supplies.
24. Brushing and flossing instructions, tobacco and nutritional counseling.
25. Laboratory tests and/or laboratory examinations.
26. Replacement of a lost, missing or stolen denture, bridge or other prosthetic appliance.
27. Repair or replacement of orthodontic appliances.
28. Duplicate dentures or bridges, or any other duplicate appliance.
29. Expenses for myofunctional therapy.
30. Any dental services provided to anyone covered under this Policy while they are on active service in the Armed Forces.
31. Any dental services performed or started before this Policy took effect.
32. Any dental services performed or started after this Policy ends.
33. Procedures provided by someone other than a licensed Dentist or other Delta Dental-approved Licensed Professional which includes but is not limited to, a denturist, a hygienist or a radiology technician.
34. Claims not submitted within 15 months of the date of service.

When We Pay

DDWA pays upon completion of a procedure.

Time Limitations on Procedures

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

Optional Procedures

We pay for the least expensive, professionally acceptable dental procedure necessary to fix the dental problem, as outlined in the section “What Is Covered and What You Pay”. You are responsible for the difference in cost if a more expensive dental procedure is elected.

Pretreatment Estimates – Estimating your costs

A pretreatment estimate is a request made by your Dentist to DDWA to determine your benefits for a particular service.

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

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

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

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

Urgent Pretreatment Estimates

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

Immediate treatment is allowed without a requirement to obtain a pretreatment estimate in an emergency situation subject to the Policy provisions.

Claim Review

Filing Claims

You or your Dentist should file your claim with us within 90 days after you see the Dentist in order to ensure prompt payment. Please note: DDWA will not pay claims received more than 15 months after the procedure is completed.

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

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

Claim Determinations

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

Once we have processed a claim, we will send you an Explanation of Benefits (EOB). The EOB will tell you what we have paid on your claim. If a claim is denied, in whole or in part, or is modified, you will be furnished with a written EOB that will include the following information:

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

Appeals of Denied or Modified Claims

If your claim or pretreatment estimate has been completely or partially denied, or you have received any other adverse benefit determination, you have the right to initiate an appeal. An appeal is a request for DDWA to reconsider the prior determination, and your opportunity to provide us with any additional comments or information you would like us to consider. The Appeals process includes two levels of review, informal and formal. An Informal Review of your Appeal is when DDWA staff evaluates the claim and the terms of your Plan to determine if the claim processed consistently with the terms of your Plan. A Formal Review of your Appeal is when our Appeals Committee evaluates your claim, the terms of your Plan, any existing or new information, all correspondence and communications between you and DDWA, and any clinical considerations in order to determine if a claim processed consistently with the terms of your Plan.

Informal Review

Your first step in the appeals process is to request an informal review of the decision. Either you, or your authorized representative (see below), must submit your request for a review within 180 days from the date of the adverse benefit determination (please see your Explanation of Benefits form). A request for a review may be made orally or in writing, and must include the following information:

- Your name, the patient's name (if different) and ID number
- The claim number (from your Explanation of Benefits form)
- The name of the Dentist

Please send your appeal request to:

Delta Dental of Washington
P.O. Box 75983
Seattle, WA 98175-0983
Email: memberappeals@DeltaDentalWA.com
Phone: 888-899-3734
Fax: 509-685-6662

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

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

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

Formal Review

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

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

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

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

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

Authorized Representative

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

Premiums

Current Policy and Renewal

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

Rates and Financial Obligations

The current premium rates are listed on the Declaration Page.

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

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

Premium Due Date

The first premium for this Policy is due the day we accept your application for coverage. You can pay premiums monthly, semiannually, or annually. Premiums are due on the due date shown on your Declaration Page.

Premium Grace Period

After your initial premium payment, you have a 30-day grace period, from the payment due date shown on your Declaration Page, to pay your premium. We will put a hold on paying your claims starting on the first day of the month after a missed premium payment. Payment for your claims will stay on hold until your premium payment is made. If you do not make a premium payment within the 30-day grace period, we will terminate this Policy for non-payment, and anyone covered under this Policy will lose coverage. Any claims held during the grace period will be denied and the cost will be your responsibility.

Canceling this Policy

Mid-Term Termination by You

When you purchase or renew this Policy, you are committing to keeping it for a 12-month period. To cancel your Policy before the end of the 12-month commitment, you must send a written request prior to the requested date of termination. Please send your written request to Delta Dental, P.O. Box 103, Stevens Point, WI 54481-0103, or email us at CustomerService@DeltaDentalCoversMe.com. We will terminate your Policy at the end of the month in which we receive your written request.

If you terminate your Policy before the end of your 12-month commitment for one of the following reasons, there will be no adverse impact.

1. You become covered under a group dental plan offered at work. If anyone else covered under this Policy becomes covered under a group plan, they may be terminated without

terminating the entire Policy. If you or your dependent becomes covered under another individual dental plan, you will still be obligated to continue this Policy.

2. You die. In that instance, the Policy would terminate. Anyone else covered under your Policy who meets the eligibility standards may choose to continue on a new Policy, by completing a new application. If a covered person other than you dies, you can terminate their coverage without terminating the entire Policy.
3. You enter into full-time United States military service. In that instance, the Policy would terminate. Anyone else covered under your Policy who meets the eligibility standards may choose to continue on a new Policy, by completing a new application. If a covered person other than you enters military service, you may terminate their coverage without terminating the entire Policy.

If any of the above events occur, and you want to terminate your Policy or coverage for a dependent under your Policy, you must tell us in writing within 30 days of the event.

If you terminate your Policy prior to the end of your 12-month commitment for any reason not listed above, you will not be allowed to purchase another Delta Dental of Washington Individual Plan for 12 months.

If you terminate your dental coverage prior to the end of your 12-month commitment, we will refund any premium paid for coverage after your termination date less any claims incurred after that termination date.

Mid-Term Termination by Delta Dental of Washington

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

1. You don't pay the premium payment when it's due;
2. You or a covered dependent commits fraud related to this Policy or any other Policy you have with DDWA; or
3. Someone other than you or a covered dependent uses your dental coverage.

If we terminate your dental coverage prior to the end of your 12-month commitment, we will refund your unused premium payment, less any claims incurred. If we terminate your Policy for any of these reasons, we may not allow you to purchase another individual plan from DDWA for a 12-month period.

How to End Your Policy at Renewal

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

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

Effective Date of Termination

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

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

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

Conversion Option

If your dental coverage stops because your eligibility ends as a result of termination of marriage or domestic partnership, or the policyholder's death, you may obtain an individual Policy without a physical examination, statement of health, or other proof of insurability. You may get additional information or apply for coverage online at www.DeltaDentalCoversMe.com or by calling 888-899-3734.

General Terms

Delta Dental of Washington's Responsibility

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

Compliance with Laws and Regulations

This Contract shall be in compliance with all pertinent federal and state laws and regulations, including, but not limited to, the applicable health care privacy and disclosure provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If this

Contract or any part hereof, is found not to be in compliance with any pertinent federal or state law or regulation, then DDWA shall amend the Contract for the sole purpose of correcting the noncompliance.

Health Insurance Portability and Accountability Act (HIPAA)

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

Rights of Recovery (Subrogation)

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

Governing Law

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

Non-waiver and Severability

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

Entire Contract Changes

The entire Contract between you and us consists of this Policy, which includes the benefits, limitations, and co-payments, the Declaration Page, any and all endorsements or riders, and the application.

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

Notice Legal Action

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

Any Questions?

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

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

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

Nondiscrimination and Language Assistance Services

Delta Dental of Washington complies with applicable Federal and Washington State civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, gender identity or sexual orientation.

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

We will provide free auxiliary aids and services to people with disabilities to assist in communicating effectively with DDWA staff, such as:

- ◆ Qualified sign language interpreters
- ◆ Written information in other formats (large print, audio, accessible electronic formats, other formats)

We will provide free language assistance services to assist in communicating effectively with DDWA staff for people whose primary language is not English, such as:

- ◆ Qualified interpreters
- ◆ Information written in other languages

If you need these services, contact Delta Dental of Washington's Customer Service at: 800-554-1907. If you need translation or interpreter assistance at your dental provider's office, please contact their staff. The cost for translations and interpreter services for communication between you and your provider are not covered by DDWA.

If you believe that Delta Dental of Washington has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, gender identity or sexual orientation, you can file a grievance with our Compliance/Privacy Officer who may be reached as follows: PO Box 75983 Seattle, WA 98175, Ph: 800-554-1907, TTY: 800-833-6384, Fx: 206 729-5512 or by email at: Compliance@DeltaDentalWA.com. You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, our Compliance/Privacy Officer is available to help you.

You can also file a civil rights complaint with:

- ◆ The U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.
- ◆ The Washington State Office of the Insurance Commissioner, electronically through the Office of the Insurance Commissioner Complaint portal available at <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>, or by phone at 800-562-6900, 360-586-0241 (TDD). Complaint forms are available at <https://fortress.wa.gov/oic/onlineservices/cc/pub/complaintinformation.aspx>

Notice of Language Services	
Amharic	እርስዎ፣ ወይም ሌላ እየረዱት ያለ ሰው፣ ስለ Delta Dental of Washington ጥያቄ ካላችሁ፣ በራሳችሁ ቋንቋ ያለምንም ክፍያ እርዳታ እና መረጃ የማግኘት መብት አላችሁ። ከአስተርጓሚ ጋር ለማውራት፣ በ 800-554-1907 ይደውሉ።
Arabic	إذا كانت لديك أو لدى أي شخص آخر تساعده أسئلة حول Delta Dental of Washington، فلك الحق في طلب المساعدة والمعلومات بلغتك دون أن تتحمل أي تكلفة. للتحدث إلى مترجم، يُرجى الاتصال على الرقم 800-554-1907.
Cambodian (Mon-Khmer)	ប្រសិនបើអ្នក ឬនរណាម្នាក់ដែលអ្នកកំពុងជួយ មានសំណួរអំពីកម្មវិធី Delta Dental of Washington អ្នកមានសិទ្ធិទទួលបានជំនួយ និងព័ត៌មានជាការសាររបស់អ្នកដោយឥតគិតថ្លៃ។ ដើម្បីនិយាយទៅកាន់អ្នកបកប្រែ សូមទូរស័ព្ទទៅលេខ 800-554-1907។
Chinese	如果您或您正在帮助的人对 Delta Dental of Washington 有任何疑问，您有权免费以您的语言获得帮助和信息。要想联系翻译员，请致电 800-554-1907。
Cushite (Oromo)	Ati yookaan namni ati gargaaraa jirtu waa'ee Delta Dental of Washington gaaffilee yoo qabaattan kaffaltii malee afaan keetiin gargaarsaa fi odeeffannoo argachuu ni dandeessa. Nama afaan sii hiiku dubbisuuf lakk. 800-554-1907tiin bilbili.
French	Si vous, ou quelqu'un à qui vous apportez votre aide, avez des questions à propos de Delta Dental of Washington, vous avez le droit d'obtenir gratuitement de l'aide et des informations dans votre langue. Pour parler à un interprète, appelez le 800-554-1907.
German	Falls Sie oder jemand, dem Sie helfen, Fragen zu Delta Dental of Washington haben, sind Sie berechtigt, kostenlos Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 800-554-1907 an.
Japanese	ご本人様、またはお客様の身寄りの方でも Delta Dental of Washington についてご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合 800-554-1907 までお電話ください。
Korean	귀하 또는 귀하가 돕고 있는 누군가에게 Delta Dental of Washington 에 대한 질문이 있을 경우, 귀하는 무료로 귀하의 언어로 도움을 제공받을 권리가 있습니다. 통역사와 통화를 원하시면 800-554-1907 로 전화하십시오.
Laotian	ຖ້າທ່ານ ຫຼື ບຸກຄົນໃດໜຶ່ງທີ່ທ່ານກຳລັງໃຫ້ການຊ່ວຍເຫຼືອມີຄຳຖາມກ່ຽວກັບ Delta Dental of Washington, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໃດໜຶ່ງຢ່າຈ່າຍຄ່າ. ເພື່ອນົມກັບຜູ້ແປພາສາ, ໂທ 800-554-1907.

Notice of Language Services	
Persian (Farsi)	دارد، این حق را دارید که اطلاعات مورد Delta Dental of Washington اگر شما، یا شخصی که به وی کمک می کنید، سؤالی درباره‌ی تماس بگیرید. 800-554-1907 جهت صحبت با یک مترجم شفاهی، با شماره نیازتان را به زبان خود و بدون هیچ هزینه‌ای دریافت کنید.
Punjabi	ਜੇ ਤੁਹਾਡੇ ਜਾਂ ਜਿਸ ਦੀ ਤੁਸੀਂ ਸਹਾਇਤਾ ਕਰ ਰਹੇ ਹੋ ਉਸ ਦੇ, Delta Dental of Washington ਬਾਰੇ ਕੋਈ ਪ੍ਰਸ਼ਨ ਹਨ, ਤਾਂ ਤੁਹਾਨੂੰ ਬਿਨਾਂ ਕਿਸੇ ਕੀਮਤ ਦੇ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਸਹਾਇਤਾ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਦੁਬਾਰਾ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, 800-554-1907 'ਤੇ ਕਾਲ ਕਰੋ।
Romanian	Dacă dumneavoastră sau o persoană pe care o asistați aveți întrebări despre Delta Dental of Washington, aveți dreptul de a obține gratuit ajutor și informații în limba dumneavoastră. Pentru a vorbi cu un interpret, sunați la 800-554-1907.
Russian	Если у Вас или у лица, которому Вы помогаете, имеются вопросы относительно Delta Dental of Washington, то Вы имеете право на получение бесплатной помощи и информации на Вашем языке. Чтобы поговорить с переводчиком, позвоните по номеру 800-554-1907.
Serbo-Croatian	Ako vi, ili osoba kojoj pomažete, imate pitanja o kompaniji Delta Dental of Washington, imate pravo da potražite besplatnu pomoć i informacije na svom jeziku. Pozovite 800-554-1907 da razgovarate s prevodiocem.
Spanish	Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Delta Dental of Washington, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 800-554-1907.
Sudan (Fulfulde)	To onon, mala mo je on mballata, don mari emmolji do Delta Dental of Washington, on mari jarfuye kebbugo wallende be matinolji be wolde modon mere. Ngam wolwugo be lornowo, ewne 800-554-1907.
Tagalog	Kung ikaw, o isang taong tinutulongan mo, ay may mga katanungan tungkol sa Delta Dental of Washington, mayroon kang karapatan humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 800-554-1907.
Ukrainian	Якщо у Вас або у когось, кому Ви допомагаєте, є запитання щодо Delta Dental of Washington, Ви маєте право безкоштовно отримати допомогу та інформацію Вашою мовою. Щоб поговорити з перекладачем, телефонуйте за номером 800-554-1907.
Vietnamese	Nếu quý vị, hoặc ai đó mà quý vị đang giúp đỡ, có thắc mắc về Delta Dental of Washington, quý vị có quyền được nhận trợ giúp và thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, hãy gọi 800-554-1907.