

# **Clear 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 on to 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 Colorado, Inc. only covers Colorado residents, and is governed by Colorado law on limited-scope dental policies. If you're not a Colorado 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 cancel 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

## **Contact Us**

**Visit Delta Dental's Website:**

**[www.deltadentalcoversme.com](http://www.deltadentalcoversme.com)**

**You can search for a Provider or access other personal account information.**

Delta Dental

P.O. Box 103

Stevens Point, WI 54481-0103

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

## **Schedule of Benefits (Who Pays What)**

There is no annual maximum or deductible under this plan.

This policy doesn't include an orthodontic benefit.

This policy covers only the procedures shown in the following chart as a covered benefit. Any other procedures you may have done will not be a covered benefit and you will be responsible for all charges.

### **Copayment Information**

This policy has a Fixed Patient Copayment for each Dental Procedure that is a Benefit under this policy. Delta Dental will pay the balance of the contracted fee directly to the Delta Dental PPO or Delta Dental Premier Provider after your or your covered Dependent pays the Fixed Patient Copayment to the Provider. All payments are based on the Maximum Plan Allowance established between Delta Dental and the Provider for the Dental Procedure provided.

**Under this Delta Dental PPO plan, you may only visit a network Delta Premier or PPO Participating Provider. There are two levels of Providers to choose from who are located nationwide:**

### **PPO Participating Provider**

Advantages of seeing a PPO Provider include:

- Claim forms are submitted directly to Delta Dental by the Providers.

### **Premier Participating Provider (Non-PPO)**

You have the option of seeing a Premier Provider:

- Claim forms are submitted directly to Delta Dental by the Providers.

Colorado counties without PPO or Premier Providers are Crowley, Gilpin, Jackson, Kiowa, Mineral, San Juan, and Sedgwick.

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## **Eligibility**

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

If you are a Colorado 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 lawful spouse, including common law spouse, domestic partner, or civil union partner.
2. Your legal dependents. Eligible children are natural children, stepchildren, those under court-order guardianship, adopted children and foster children. A son or daughter of a Subscriber's Domestic Partner or Civil Union Partnership, including a legally adopted individual or an individual who is lawfully placed with the Subscriber's Domestic Partner for legal adoption, or a child for whom the Subscriber's Domestic Partner has established parental responsibility.

### **Coverage for A Newborn/Adopted Child or New Spouse**

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 the first of the month following the date the child is adopted, placed for adoption, or on the day of the final order granting adoption, whichever comes first.

### **Coverage for a New Spouse**

If you marry, coverage begins the first of the month following the date of the marriage and application for coverage.

### **Adding or Removing Dependents**

Any person you want to cover under this policy has to apply to be added to this policy as a covered dependent. If the application is accepted, the covered dependent will be added on the next anniversary of your policy's effective date and you will be billed at that time.

## **How to Access Your Services and Obtain Approval of Benefits (Applicable to managed care plans):**

### **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 find out about your premium and effective date. You can also see and print information about your benefits and claims.

### **Choosing a Provider**

You can choose any network Delta Dental Premier or PPO Participating provider to provide dental services.

If you see a provider that is not in the Delta Dental Premier or Delta Dental PPO networks, you will be responsible for all charges incurred.

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

## What Is Covered and What You Pay

You pay	What is covered (for each person covered under the plan)
	<b>Diagnostic and Preventive Dental Procedures</b>
\$60	Dental checkups every six months. A dental checkup includes one or more of these procedures provided within 30 days: Examination or evaluation Cleaning – basic, specialized and/or extensive Bitewing x-rays Fluoride (for children through age 14)
\$30	Sealants on the decay-free, biting surface of permanent molars, one sealant per tooth every two years, for children through ages 14.
\$90	Space maintainers when a primary molar tooth is prematurely lost for children through age 14.
\$60	Full-mouth x-rays once every five years (a series of individual x-rays or a panoramic x-ray).
	<b>All Other Dental Procedures</b>
\$0	Emergency treatment to relieve pain.
\$60	Emergency Evaluation.
\$90	Amalgam (silver) or composite (tooth-colored) fillings for all teeth. Replacing an existing filling is covered once every two years.
\$90	Stainless-steel crowns and ready-made resin crowns are covered on primary teeth. Replacing this type of crown is covered once every two years.
\$500	Root canal therapy, limited to two teeth in the 12 months after you buy or renew your policy, and once per tooth every two years.
\$90	Pulpotomy and pulpal therapy.
\$120	Surgical or non-surgical treatment on tooth roots.
\$120	Scaling and root planing (deep cleaning for gum disease) once per area (upper right, lower right, upper left, lower left) every two years.

<b>You pay</b>	<b>What is covered (for each person covered under the plan)</b>
\$200	Removing and reforming diseased gum tissue once per area every three years.
\$500	Tissue graft procedures and removal of excess tissue.
\$700	Bone surgery once per area every three years.
\$90	Non-surgical extractions.
\$200	Surgical extractions.
\$120	General anesthesia in conjunction with covered surgical procedures, once per treatment – for each 15-minute increment, not to exceed 60 minutes.
\$700	This policy covers no more than one crown for each covered person every 12 months. Replacing a defective existing crown is covered when the defective existing crown is at least seven years old. Crowns, other than stainless steel crowns, on children under age 12 are not covered. Inlays and onlays are not covered.
\$60	Crown repair and rebuilding.
\$0	Placement and replacement of a core buildup on the same tooth is covered once every seven years.
\$60	Denture adjustments and implant repairs.
\$120	Denture repairs; relining and rebasing dentures to improve their fit, once every 12 months; recement fixed bridgework; repair fixed bridgework.
	<b>Procedures To Replace Missing Teeth</b>
Varies by procedure. See below for specific coverage	<p>This policy covers one prosthetic appliance in the 12 months after you buy or renew your policy. A prosthetic appliance is any of the following:</p> <ul style="list-style-type: none"> <li>Surgical implant placement, implant abutment, implant crown</li> <li>Fixed bridge</li> <li>Removable partial denture</li> <li>Removable complete denture</li> </ul>

\$700	Removable partial denture or complete denture for persons age 16 and up. Replacing a defective existing partial or complete denture is covered when the defective existing partial or complete denture is at least seven years old.
\$700 per tooth	Fixed bridge up to three teeth for persons age 16 and up. Additional teeth are not covered. Replacing a defective existing bridge is covered when the defective existing bridge is at least seven years old.
\$2500	Surgical installation of implants for persons age 16 and up.
	<b><u>Dental Procedures from an out-of-network provider</u></b>
<b>Patient pays entire charge</b>	<b>We don't cover procedures provided by a provider who is not in the Delta Dental Premier or Delta Dental PPO networks, but we will pay you up to \$50 if you have paid an out-of-network provider for procedures defined by Delta Dental as "emergency relief of pain." You have to provide proof of your payment.</b>

### **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 provider's fee if a more expensive dental procedure is selected.

### **Limitations/Exclusions (What is Not Covered);**

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, unless listed as a benefit.
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.
23. Laboratory tests and/or laboratory examinations.
24. Procedures provided by someone other than a provider or licensed hygienist employed by a provider.
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. Claims not submitted within 15 months of the date of service.
32. Services for treatment of birth or developmental defects, **except** Services within the mouth for treatment of a condition related to cleft lip and/or cleft palate. (See Definition of Medically Necessary Orthodontic Services.)
33. Any other service not specifically listed in this policy as a benefit.

### **Member Payment Responsibility**

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 on the 27<sup>th</sup> 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 31-day grace period your account is still overdue, we will cancel your coverage.

### **Premium Grace Period**

Unless not less than thirty days prior to the premium due date, the insurer has delivered to the insured or has mailed to the insured's last address as shown by the records of the insurer written notice of its intention not to renew this policy beyond the period for which the premium has been accepted, a grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.

### **Policy Reinstatement**

If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an

application for reinstatement, shall reinstate the policy. If the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten days after such date. In all other respects the insured and insurer shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

### **Claims Procedure (How to File a Claim);**

To file a claim with Delta Dental, show your ID card to the receptionist at your provider's office. You or your provider should file your claim with us within 90 days after you see the provider.

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.

### **Estimate of Payment and Treatment Plans**

After an exam, your provider may recommend a treatment plan. If the plan includes crowns, implants, fixed bridges, or partial or complete dentures, and you are wondering what the treatment will cost, ask your provider 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 provider 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 provider should discuss the plan, the amount Delta Dental will pay, and how you will pay the remainder

## **General Policy Provisions**

### **10 day Free Look**

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.

### **Coordination of Benefits**

There is no Coordination of Benefits under this dental plan except for Oral Surgery services, in which case Delta Dental will need to know if the enrollees Medical Plan will be the primary coverage.

### **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.

### **2 year lockout**

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

### **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 Colorado and obeys its laws and regulations. If it conflicts with any of Colorado's laws and regulations it will automatically conform to the state's minimum requirements.

### **HIPAA**

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, your plan administrator has agreed to:

- a) Not use or further disclose health information protected under HIPAA other than as permitted or as required by law.
- b) Ensure that any agents who receive Protected Health Information (PHI) agree to the same restrictions that apply to your employer.
- c) Not use or disclose PHI for employment related actions and decisions.
- d) Report to the Plan any improper use or disclosure of PHI that they are aware of.
- e) Make PHI available for your own use and provide you with the right to amend or correct your own PHI upon request.
- f) Provide an accounting of its disclosures to individuals and make its practices relating to the use or disclosure of PHI available to the Secretary of HHS.
- g) Ensure that there is separation between the Plan and the Plan Sponsor as required by HIPAA. Ensure that there are reasonable security controls.
- h) If possible, return or destroy all PHI received from the Plan when no longer needed.
- i) Implement safeguards that protect electronic PHI that is managed on behalf of the group health plan.
- j) Ensure that any agent to whom it provides electronic PHI agrees to implement security measures to protect the information.
- k) Report to the group health plan any security incident of which it becomes aware.

## **Termination/Nonrenewal/Continuation**

### **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 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.
- 3. Your provider is no longer a provider in either the Delta Dental PPO or Delta Dental Premier network.

Thirty days in advance of the date you wish to terminate you have to tell us in writing (either electronically or through the mail) that any of the above events occurred 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.

### **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.

### **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 Colorado. 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.

### **Appeals and Complaints;**

If we deny your claim, we'll give written notice to you and to the provider who provided treatment. Our claim decision will be provided on an Explanation of Benefits form. 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 any adverse determination.

A covered person may appeal an adverse determination made on a claim. An appeal request must be submitted in writing within 180 days of the date of the original Explanation of Benefits.

Fax your request to 800-807-1970, or mail it to:

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

Include your name, the name of the covered person if applicable, and your policyholder ID number on all supporting documents.

A covered person may submit new information in support of the appeal. If an appeal is denied, a second-level or external appeal may be available.

If a claim qualifies for Independent External Review, the request must be submitted in writing within 60 days of receipt of a First or Second Level Appeal denial. The request should be submitted to the Appeals Analyst at the address above. The request must include a completed External Review Request Form authorizing Delta Dental to disclose protected health information to the external reviewer.

#### **Time Limits for Resolution**

We'll try to resolve all complaints 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;
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.

**You may make a complaint about Delta Dental services. You may write us at:**

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

#### **Information on Policy and Rate Changes**

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, you can renew this policy for another 12 month period under the following circumstances: if we agree, if you remain eligible, and if premiums are paid according to the procedure described above.

## **Definitions**

**BENEFITS** mean those Services and supplies covered pursuant to the terms of the Contract. Benefits for all Covered Services are subject to the limitations and exclusions noted in this Benefit Booklet.

**COMPLETED** means:

- For Root Canal Therapy: The date the canals are permanently filled.
- For Fixed bridges (fixed partial dentures), Crowns, and other laboratory prepared restorations: On the date the restoration is cemented in place, regardless of the type of cement used.
- For Dentures and Partial Dentures (removable partial dentures): On the date that the final appliance is first inserted in the mouth.
- For all other Services, on the date the procedure is Started.
- For claim payment purposes, the date Completed will be the date when a claim is incurred.

**EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** means those services or supplies that are not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.

**MAXIMUM PLAN ALLOWANCE** means the maximum allowable amount for a procedure as determined by Delta Dental.

**MEDICALLY NECESSARY ORTHODONTIC SERVICES** is care that is directly related to and an integral part of the medical and surgical correction of a functional impairment resulting from a congenital defect or anomaly. Orthodontics may be considered medically necessary in congenital defects or anomalies when they correct dentoalveolar arch discrepancies, the correction of which is necessary to satisfactorily correct other aspects of the general deformity that results in a functional impairment, or to prevent relapse of such treatment. The following are examples of congenital defects or anomalies that affect the face and possibly the dentoalveolar arches or their relationships to each other and may be medically necessary depending on the functional impairment: Hemifacial microsomia; Crouzon's syndrome; Apert syndrome.

**NECESSARY** means a Service that is required by, and appropriate for treatment of, the Covered person's dental condition according to generally accepted standards of dental care as determined by Delta Dental.

**FIXED PATIENT COPAYMENT** means the out-of-pocket amount paid by the Policyholder or Covered Dependent for each Dental Procedure that is a Benefit under this Policy.

**PROVIDER** means a person licensed to practice dentistry

**STARTED** means

- For Full Dentures or Partial Dentures (removable partial dentures): The date the final impression is taken.
- For Fixed bridges (fixed partial dentures), Crowns, and other laboratory prepared restorations: The date the teeth are first prepared (i.e., drilled down) to receive the restoration.
- For Root Canal Therapy: The date the pulp chamber is first opened.
- For Periodontal Surgery: The date the surgery is actually performed.
- For All Other Services: The date the Service is performed.