A simple explanation of what your dental benefits will pay for.

Dental benefits are important to you and those around you, so thank you for recognizing this and buying benefits from Washington Dental Service / Delta Dental (also known simply as 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 policy or coverage.

“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. If your answers are incorrect or untrue, we may have the right to deny benefits or rescind your policy. If, for any reason, any part of the application is incorrect, please contact us. 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 Delta Dental only covers Washington residents, and is governed by Washington law on limited-scope dental policies. If you’re not a Washington 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.” This restriction does not apply to congenital anomalies in newborns, which are covered to the plan benefit maximum.

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. If we do not refund your money within 30 days after receiving the returned policy, we will pay you an additional 10% of the payment to be refunded.

www.DeltaDentalCoversMe.com
Now, about your questions …

**When does my coverage start?**
Your coverage starts the first day of the month after your application is approved. The policy continues month to month for a maximum of 12 months. If you cancel this policy for any reason, you will have to wait 24 months before we will issue you another one.

**How do I renew my coverage?**
The amount of premium you pay may change at renewal, but we’ll tell you of your new premium at least 30 days before your renewal date. However, if we increase your rate 25% or more, or if we decrease any benefits under your policy, Delta Dental 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 and you still qualify for coverage, we will automatically renew your policy.

**What if I have other dental coverage?**
If you have other dental coverage you can’t buy this dental coverage.

**What about coverage for my children and spouse?**
Your children and spouse or domestic partner can be covered under this policy as long as they’re eligible. If they’re no longer eligible (but still Washington residents), they can purchase their own policy. Please see the Who Is Eligible For Coverage section 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 make address or payment changes, or add or remove people you want to cover with this policy. You can find out about your premium and effective date, and see and print information about your benefits and claims.

**CHOOSING A DENTIST**
You can choose any dentist in the Delta Dental PPO or Delta Dental Premier networks. Dentists in the Delta Dental PPO network often have agreed to accept lower fees than dentists in the Premier network. Since we pay the same percentage of their fees in either case, your choice of dentists could substantially impact your out-of-pocket costs.
If you prefer a dentist that does not participate in the Delta Dental PPO or Premier networks, we do not recommend that you purchase this policy. However, we will pay the benefits below up to the maximum allowable fee for that procedure. As a result, your out-of-pocket costs will be substantially higher than with a Delta Dental PPO or Premier network dentist.

The following chart is an example of how the difference in your choice of dentist may impact your out-of-pocket costs, assuming that you already have paid your deductible and you have not reached your annual maximum. The dentist’s fee is a hypothetical number and not representative of a specific procedure. Dentists have widely different fees, even within a network. Please ask your dentist for their prices.

<table>
<thead>
<tr>
<th>An Example</th>
<th>A dentist who has joined the Delta Dental PPO℠ network</th>
<th>A dentist who has joined the Delta Dental Premier® network</th>
<th>A dentist in neither network</th>
</tr>
</thead>
<tbody>
<tr>
<td>The dentist’s fee for their services</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Our contracted fee for their services</td>
<td>$750</td>
<td>$900</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Our Maximum Allowable Fee (MAF) for their service</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>$500</td>
</tr>
<tr>
<td>Coverage percentage</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>How much we pay the dentist</td>
<td>$375</td>
<td>$450</td>
<td>$250</td>
</tr>
<tr>
<td>What you owe the dentist</td>
<td>$750 - $375 = $375</td>
<td>$900 - $450 = $450</td>
<td>$1,000 - $250 = $750</td>
</tr>
</tbody>
</table>

WHAT IS COVERED AND WHAT YOU PAY

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

You are responsible for paying the deductible.

The maximum total benefit that can be paid in any benefit accumulation period is $1,000 for each person covered by the policy.

This policy doesn’t include an orthodontic benefit.

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

In the following chart, if the coverage percentage shown is “80,” Delta Dental will pay 80% of the amount Delta Dental allows, after any deductibles are paid. In this case, the amount the patient must pay, also called the “co-insurance,” is 20%.

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

What follows is a list of the dental procedures covered under this policy. If a procedure isn’t listed below, it’s not covered. This restriction does not apply to congenital anomalies in newborns, which are covered to the plan benefit maximum.
<table>
<thead>
<tr>
<th>Does deductible apply?</th>
<th>Coverage Percentage</th>
<th>What is covered (for each person covered under the plan)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Diagnostic, Preventive and Emergency Dental Procedures</td>
</tr>
<tr>
<td>No</td>
<td>80%</td>
<td>Examination or evaluation, once every six months.</td>
</tr>
<tr>
<td>No</td>
<td>80%</td>
<td>Simple cleanings, once every six months.</td>
</tr>
<tr>
<td>No</td>
<td>80%</td>
<td>Bitewing X-rays, one set every 12 months.</td>
</tr>
<tr>
<td>No</td>
<td>80%</td>
<td>Fluoride (for children through age 14), once every 12 months.</td>
</tr>
<tr>
<td>Yes</td>
<td>80%</td>
<td>Sealants on the decay-free, biting surface of permanent molars, one sealant per tooth per lifetime, for ages 14 and under.</td>
</tr>
<tr>
<td>No</td>
<td>80%</td>
<td>Space maintainers when a primary tooth is prematurely lost.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Emergency treatment to relieve pain.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Emergency evaluation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All Other Dental Procedures (a 12-month waiting period applies to all of these procedures)</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Composite (tooth-colored) fillings on front teeth. Amalgam (silver-colored) fillings on back teeth. Replacing an existing filling is covered once every two years.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Stainless-steel crowns are covered on primary teeth. Replacing this type of crown is covered once every two years.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Root canal treatment and therapy.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Pulpotomy and pulpal therapy.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Basic periodontal cleanings. Either a simple cleaning or</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>a specialized/extensive cleaning, such as a basic periodontal cleaning, is allowed once every six months; not both.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Surgical or non-surgical treatment on tooth roots.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Scaling and root planing (deep cleaning for gum disease) once per area (upper right, lower right, upper left, lower left) every two years.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Removing and reforming diseased gum tissue once per area every three years.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Tissue graft procedures and removal of excess tissue.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Bone surgery once per area every three years.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Non-surgical extractions.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>General anesthesia in conjunction with covered surgical procedures, once per treatment.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Crowns, are covered, but only when teeth are broken down by dental decay or accidental injury and can no longer be restored adequately with a filling material. Replacing a defective existing crown is covered when it is at least seven years old. Porcelain veneers on crowns are only covered on the six front teeth, bicuspid, and upper first molars. Crowns, other than stainless-steel crowns, are only covered for persons ages 12 and up.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Denture repairs; relining and rebasing dentures to improve their fit; implant removal; recement fixed bridgework; repair fixed bridgework.</td>
</tr>
<tr>
<td>Yes</td>
<td>50%</td>
<td>Appliances to replace missing teeth are covered for persons ages 16 and older when chewing function is impaired due to those missing teeth. The appliance may be a partial denture, full denture, implant and implant related procedures, or a fixed bridge. Replacement of a defective appliance to replace missing teeth is covered if that appliance is at least seven years old. Porcelain veneers on crowns or bridges are covered on the six front teeth, bicuspid, and upper first molars.</td>
</tr>
</tbody>
</table>

**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.

www.DeltaDentalCoversMe.com
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 medically necessary, for children through age six, or patients that exhibit physical, intellectual, or medically compromised conditions where dental treatment under local anesthesia would be substantially compromised and the results of treatment would be inferior to that completed under general anesthesia or IV sedation. Examples of compromised conditions include, but are not limited to, mental retardation, cerebral palsy, certain cardiac diagnoses and hyperactivity. Hyperactive patients include those who are extremely uncooperative, unmanageable, or uncommunicative with severe dental and periodontal needs where postponement of oral treatment would likely result in increasing dental or facial pain, infection or loss of teeth. All requests must include appropriate documentation defining need.
4. Braces and retainers (orthodontia), and services related to braces and retainers.
5. Oral surgery, including surgical extractions.
6. Preventive control programs.
7. Injuries or conditions covered under Workers’ Compensation or Employer’s Liability laws; services provided by any government agency; or any services that are provided free.
8. Treatments that are still under investigation or observation.
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.
15. Charges for completing claim forms.
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 performed or started before this policy took effect.
21. Any dental services performed or started after this policy ends.

www.DeltaDentalCoversMe.com
22. Laboratory tests and/or laboratory examinations.
23. Procedures provided by someone other than a dentist, licensed hygienist employed by a dentist, or other Licensed Professional.
24. Anything determined (by Delta Dental) not to be necessary for treating a dental condition, disease or injury.
25. Replacement of a lost, missing or stolen denture or bridge.
26. Duplicate dentures or bridges, or any other duplicate appliance.
27. Repair or replacement of orthodontic appliances.
28. Free services or supplies.
29. Services covered or provided under any other plan or policy.
30. Any other service not specifically listed in this policy as a benefit.
31. Claims not submitted within 15 months of the date of service.
32. This Contract provides for covered services only if those services are performed by or under direction of a licensed Dentist or other Delta Dental -approved Licensed Professional. A “Licensed Professional” means an individual legally authorized to perform services as defined in their license. Licensed Professional includes, but is not limited to a denturist, hygienist and radiology technician. A “Licensed Dentist” does not mean a dental mechanic or any other type of dental technician.

WHO IS ELIGIBLE FOR COVERAGE

If you are a Washington resident over age 18, and you have no other dental coverage, you are eligible to be covered by this policy.

You can also include the following people under your policy:

1. Your lawful spouse or domestic partner (registered or non-registered);
2. Your dependent children (including any dependent grandchildren in your legal custody or guardianship) including stepchildren and adopted children who are covered up until the end of the month they turn 26. Dependent children who are and continue to be dependent beyond age 26 due to developmental disability or physical handicap are also covered.
Coverage for a Newborn/Adopted Child.

A newborn shall be covered from the moment of birth, and an adopted child shall be covered from the date of assumption of a legal obligation for total or partial support. Dental coverage provided shall include, but is not limited to, coverage for congenital anomalies of infant children. If this child is the first child to be covered by your policy, the enrollment must be received within 60 days of the birth or adoption as your premium will increase. Although newborn coverage will be from the moment of birth, premium will not be required until the first of the following month. If you already have other children covered by this policy, we recommend that you let us know of the addition as soon as possible so we can accurately pay any claims for services.

Adding or Removing Dependents.

Any person you want to cover under this policy and who is not an adoptee or newborn as described above has to apply to be added to this policy as a covered dependent. If the application is accepted, the covered dependent will be added when the policy renews. You will be billed for the added dependent on the bill following the renewal date.

Letting Delta Dental Know

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

PREMIUMS: THE PRICE YOU PAY

Your premiums for this policy will be shown on the declaration page. You are responsible for paying premiums. The first premium is due the day we accept your application for coverage. You can pay premiums monthly, or you may pay multiple months’ of premiums in advance by paying semiannually or annually. Each month is a “premium period.” Premiums are due the first day of each premium period. If the charge is declined on the due date, we will tell you, and you have to take care of paying the premium. If at the end of a 10-day grace period your account is still overdue, we will cancel your coverage. If you elect to pay semi-annually or annually, and then cancel this policy after making the payment, the unused premium will be refunded to you within 30 days of cancellation.

Delta Dental may change the rates and/or benefits under this policy on this policy’s renewal date. Delta Dental will send you notice of a rate change at least 30 days before change takes effect. However, if we increase your rate 25% or more, or if we decrease any benefits under your policy, Delta Dental will send you notice of the new rate and benefits at least 60 days before the change takes effect.
This policy is a monthly policy that starts on the policy's effective date as shown on the declaration page. After that, you can renew this policy if we agree, if you and any other people covered under this policy remain eligible, and if premiums are paid according to the procedure described above.

**Premium Grace Period**

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

**Policy Reinstatement**

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

Once we reinstate this policy, we will not cover any dental services performed between the date the policy was terminated and the date it was reinstated. Otherwise, we will treat the policy as if it never was terminated.

**Estimate Of Payment And Treatment Plans**

After an exam, your dentist may recommend a treatment plan. If the plan includes crowns, fixed bridges, or partial or complete dentures, and you are wondering what the treatment will cost, ask your dentist to send the treatment plan, with X-rays, to Delta Dental.

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

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

**CLAIMS**

**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 (EOB) -- 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.

Initial Benefit Determinations
An initial benefit determination is conducted at the time of claim submission to Delta Dental for payment, modification or denial of services. In accordance with regulatory requirements, Delta Dental 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 payments from being made on the claim. Claims not meeting this definition are paid or denied within 60 days of receipt.

If a claim is denied, in whole or in part, or is modified, you will be furnished with a written Explanation of Benefits 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
- Your appeal rights should you wish to dispute the original determination

Pre-Service Claims (Predetermination of Benefits)
Be aware that the predetermination is not a guarantee of payment, but is strictly an estimate for services. Payment for services is determined when the claim is submitted (please refer to the Initial Benefits Determination section regarding claims requirements).

A standard predetermination is processed within 15 days from the date of receipt if all appropriate information is completed. If it is incomplete, Delta Dental may request additional information, request an extension of 15 days and pend the predetermination until all of the information is received. Once all of the information is received, a determination will be made within 15 days of receipt. If no information is received at the end of 45 days, the predetermination will be denied.
Urgent Predetermination Requests

Should a predetermination request be of an Urgent nature, whereby a delay in 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, Delta Dental will review the request within 72-hours from receipt of the request and all supporting documentation. When practical, Delta Dental 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 predetermination in an Emergency situation subject to the contract provisions.

APPEALS OF DENIED CLAIMS

Informal Review

If your claim for dental benefits has been completely or partially denied, you have the right 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 your claim was denied (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 and ID number
- The claim number (from your explanation of benefits form)
- The name of the dentist

Delta Dental will review your claim and make a determination within 30 days of receiving your request and send you a written notification of the review decision. Upon request, you will be granted access to and 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 it, we will notify you, or a covered dependent, or your representative in writing that we intend to extend the period of time for resolution 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. In the event the review decision is based in whole or in part on a dental clinical judgment as to whether a particular treatment, drug or other service is experimental or investigational in nature, Delta Dental will consult with a dental professional advisor.

In determining whether services are experimental or investigational, the plan will consider whether the services result in greater benefits for a particular illness or disease than other generally available services, and do not pose a significant risk to health or safety of the patient.

www.DeltaDentalCoversMe.com
Method of Notification

We will accept notice of an Urgent Care Grievance or Appeal if made by you or a covered dependent, or a representative, in writing, or by telephone directed to:

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

Or at 888-899-3734, fax your request to 800-807-1970. You may include any written comments, documents or other information that you believe supports your claim.

Appeals Committee

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

Your request for a review by the Appeals Committee must be made within 90 days of the post-marked date of the letter notifying you of the informal review decision. Your request should include the information noted above plus a copy of the informal review decision letter. You may also submit any other documentation or information you believe supports your case.

The Appeals Committee will review your claim and make a determination within 30 days of receiving your request or within 20 days for experimental/investigational procedures appeals and sends you a written notification of the review decision. Upon request, you will be granted access to and copies of all relevant information used in making the review decision. In the event the review decision is based in whole or in part on a dental clinical judgment as to whether a particular treatment, drug or other service is experimental or investigational in nature, Delta Dental will consult with a dental professional advisor.

If the appeal cannot be resolved within 30 days from the date that we receive it, we will notify you, or a covered dependent, or your representative in writing that we intend to extend the period of time for resolution 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 this 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. If so, these will be provided to you in the final decision letter.
Authorized Representative

You may authorize another person to represent you and to whom Delta Dental can communicate regarding 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 not be returned or any document confirming the right of the individual to act on your behalf, i.e., power of attorney, the appeal will be closed.

TERMINATING THIS POLICY

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

Mid-Month Termination by Delta Dental

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

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

If we terminate your dental coverage, 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 coverage 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; or
6. The last day of your current policy period if you move out of Washington. 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 coverage, 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. If the claims we paid are more than the premium you paid, you have to pay us the difference.

Conversion Option
If your dental coverage stops because your eligibility ends as a result of termination of the marriage or domestic partnership, or the policy-holder's death, you may apply for an individual policy without a physical examination, statement of health, or other proof of insurability.

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.

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 Delta Dental shall renegotiate the contract for the sole purpose of correcting the noncompliance.
Confidentiality and HIPAA Compliance
Delta Dental is considered a “covered entity” pursuant to the provisions of HIPAA. In recognition thereof, Delta Dental will comply with all applicable privacy and security provisions of HIPAA concerning the protected health information of eligible persons. This provision shall survive the termination of the contract.

Conformity With Washington Laws And Regulations
On the effective date of this policy, any term, condition or provision conflicting with Washington laws and regulations applying to this policy will automatically conform to the minimum requirements of such laws and regulations.

Rights Of Recovery (Subrogation)
If we pay benefits under this policy, for an injury or condition possibly caused by another person, and you are paid by someone else for the same procedures we pay for, we have the right to recover what we paid. After you have been fully compensated for your loss, any money recovered in excess of full compensation must be used to reimburse Delta Dental. Delta Dental will prorate any attorneys’ fees against the amount owed. You will need to sign and deliver to us any legal papers relating to the recovery which Delta Dental reasonably needs for subrogation.

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

Governing Law
This policy is issued and delivered in the State of Washington and obeys its laws and regulations. If it conflicts with any of Washington’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 coverage between you and us consists of this policy, the declaration page, the application, and any and all endorsements and riders.

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

Notice Of Legal Action

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

Problems With Your Insurance

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

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

The Office of the Commissioner of Insurance is a state agency that regulates Washington 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: 1-800-562-6900 or (360) 725-7080 Fax: (360) 586-2018

Or you can request a complaint form by calling 800-236-8517
APPENDIX A

FINANCIAL OBLIGATIONS

The monthly premium payable by subscriber under this contract term during the period shall be:

<table>
<thead>
<tr>
<th></th>
<th>Eastern WA</th>
<th>Western WA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$37.78</td>
<td>$43.43</td>
</tr>
<tr>
<td>Individual plus adult</td>
<td>$75.55</td>
<td>$86.84</td>
</tr>
<tr>
<td>Individual plus child</td>
<td>$84.79</td>
<td>$97.46</td>
</tr>
<tr>
<td>Individual plus adult and child</td>
<td>$122.56</td>
<td>$140.88</td>
</tr>
<tr>
<td>Individual plus adult and children</td>
<td>$122.56</td>
<td>$140.88</td>
</tr>
</tbody>
</table>