

# Delta Dental Individual and Family™

## ENROLLMENT FORM

Thank you for enrolling in your Delta Dental Individual and Family plan. Please note that your enrollment form and payment must be received on or before the 25th of the month for coverage to start the first of the following month. If your form is received after the 25th of the month, your plan will be effective the first of the next month. Once we receive your enrollment, you will then receive your member ID cards by mail in 7-10 days.

### CHOOSE YOUR PLAN:

Select Your Plan:  Platinum Plan       Gold Plan       Silver Plan       Bronze Plan

How many people will be covered under your plan?:  Individual (1)       Individual +1 (2)       Family (3+)

### ACCOUNT HOLDER INFORMATION

*The Account Holder is the individual who is authorized to renew, make changes to, and terminate the plan. You must be at least 18 years of age and a Kansas resident. Your address entered below will be the address we will send plan communication to.*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Kansas      ZIP: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Are you, the Account Holder, enrolling to be covered under the dental plan?  Yes  No

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### ADDITIONAL COVERED MEMBERS

List all additional covered members/dependents you are enrolling. **Please note, the address you've entered above will be where member ID cards for all covered members are sent.** If additional space is required, attach a list to this form with the needed information. (Unmarried dependent children are covered through the end of the month in which they turn 26.)

	Last Name	First Name	Social Security No.	Date of Birth (mm/dd/yyyy)
Spouse	_____	_____	_____	_____
Dependent	_____	_____	_____	_____
Dependent	_____	_____	_____	_____
Dependent	_____	_____	_____	_____
Dependent	_____	_____	_____	_____

### PRIOR DENTAL COVERAGE

Check here if you have been covered under a dental insurance plan within the last 60 days.

Prior Carrier Name: \_\_\_\_\_ Prior Policy Number: \_\_\_\_\_ Termination Date: \_\_\_\_\_

### PAYMENT METHOD

If you enroll using this paper application, you must submit a check or money order for one year of coverage. Please make your check payable to **Delta Dental of Kansas**. If you prefer to pay automatically each month from a credit/debit card or checking account withdrawal, you may enroll online at [DeltaDentalKS.com/Shop](http://DeltaDentalKS.com/Shop).

	Platinum		Gold		Silver		Bronze	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
Individual*	\$71.98	\$863.76	\$45.32	\$543.84	\$37.80	\$453.60	\$32.59	\$391.08
Individual +1*	\$138.97	\$1,667.64	\$87.49	\$1,049.88	\$73.20	\$878.40	\$65.14	\$781.68
Family*	\$198.04	\$2,376.48	\$124.67	\$1,496.04	\$104.29	\$1,251.48	\$92.82	\$1,113.84

\*Delta Dental of Kansas reserves the right to change rates upon the rates being placed on file by the Kansas Insurance Department. Visit [DeltaDentalKS.com](http://DeltaDentalKS.com) or call 800.234.3375 to confirm current rates.



Please be sure you have completed the front side of this form.

Please carefully read the terms of the Policy incorporated herein by reference, and review the information provided in this application before signing below. **Your signature is required to complete enrollment.**

Agreement Approval

I represent that I am over the age of 18, a legal resident of Kansas and am legally authorized to apply for dental coverage for myself and for all other persons named in this application. I understand that I am making an application for dental coverage offered by Delta Dental of Kansas (DDKS). I understand that I am responsible to pay premium charges to DDKS for this coverage, and if payment is not made when due, my coverage is subject to termination.

I understand that coverage for the dental care policy applied for will not start until after this application and the required monies for premium are received and accepted by DDKS and an effective date is established by DDKS. All complete applications received and processed by DDKS on or before the 25th of the month will be effective the first of the following month (e.g., a January 25th application is effective on February 1st; a January 26th application is effective on March 1st). Rates are guaranteed for 12 months from the effective date of coverage under the policy (e.g., rates for individual plans effective April 1st are guaranteed until March 31st of the following year). I understand that written notice of rate changes will be furnished by DDKS at least sixty (60) days prior to the effective date of any such rate change.

I represent that prior to completing this application, I carefully and fully read it and the policy incorporated herein. I represent that the statements and answers set forth are complete, true, and correct, to the best of my knowledge and belief, and that no information required to be given, either expressly or by implication, has been knowingly withheld. I understand that DDKS will rely upon the completeness and truthfulness of the information given and the statements made, and that if I have made any false statements or misrepresentations, or have failed to disclose or have concealed any material fact, DDKS will be entitled to declare the dental care policy applied for void and refuse to provide benefit coverage to any person thereunder.

Refunds will be issued for any month in which a payment was received by DDKS, but due to the termination of the policy or loss of coverage as set forth in Section 2 of the policy, the Enrollee was not entitled to benefits during that month.

I authorize any health care provider to release medical records to DDKS when reasonably related to the dental coverage for which I have applied. If any law or regulation requires additional authorization for release of dental records, I will give this authorization. In no event, however, will this authorization extend beyond twenty-four (24) months from the date of signature.

To cancel coverage, DDKS requires at least a five (5)-day written notice prior to the requested termination date.

I further agree to be legally bound by the terms contained in this application and the terms contained in the policy incorporated herein.

Enrollee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail to:

Delta Dental of Kansas
PO Box 3806
Wichita, KS 67201-3806

Broker / Agent Code:

[Redacted box]

(if applicable)

for internal use only
mailed on:
effective date:

**DELTA DENTAL OF KANSAS, INC.**  
A NON-PROFIT SERVICE CORPORATION

**SUBSCRIPTION AGREEMENT TO PROVIDE DENTAL BENEFITS**

**SECTION I - DECLARATIONS**

This Subscription Agreement to Provide Dental Benefits (“Agreement”) is made and entered into by and between an individual, who is over the age of eighteen (18), a resident of the state of Kansas, and legally competent to enter into this Agreement, hereinafter referred to as “Policyholder,” and DELTA DENTAL OF KANSAS, INC., hereinafter referred to as “DDKS.” This Agreement is the controlling document for all benefits, terms and conditions and supersedes all other written or verbal communications regarding the insurance arrangement between the Subscriber and DDKS.

**1.1 INITIAL TERM AND RENEWAL:**

The initial term of this Agreement shall commence upon the Effective Date. Coverage shall renew automatically for subsequent one-year terms, subject to the Termination provisions of Section VII.

**1.2 WAITING PERIODS:**

Certain Covered Services are subject to a waiting period. Any applicable waiting periods are identified on the Summary of Individual Dental Benefits provided herein. Waiting periods will be waived if the Enrollee can provide proof of dental insurance within the sixty (60) days prior to the Effective Date.

**1.3 MONTHLY PREMIUM RATES:**

	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Bronze</u>
Individual:	\$71.98	\$45.32	\$37.80	\$32.59
Individual + 1:	\$138.97	\$87.49	\$73.20	\$65.14
Family:	\$198.04	\$124.67	\$104.29	\$92.82

The above rates will remain in effect through the Renewal Date. Policyholder will receive notice of any rate change at least thirty (30) days prior to the Renewal Date. DDKS reserves the right to change rates upon approval by the Kansas Insurance Department.

**1.4 DDKS NETWORK:**

Delta Dental has two networks: Delta Dental PPO and Delta Dental Premier. The Dental Network for this plan is **Delta Dental PPO**.

In most cases, you will have lower out-of-pocket expenses when you visit a Delta Dental PPO dentist. You have the flexibility to choose from a larger network of dentists by using the Delta Dental Premier network or an out-of-network provider.

**1.5 SELECTED BENEFITS, MAXIMUMS, DEDUCTIBLES AND CO-INSURANCE PERCENTAGE PAID BY DDKS:**

A Covered Service is deemed to be benefited if it is reimbursable, in whole or in part, under the terms of this Plan or would otherwise be reimbursable, in whole or in part, except for the application of a deductible, co-insurance payment, waiting period, frequency limitation, annual or lifetime benefit maximum, or other limitation contained in the Plan. For a Covered Service benefited through payment, DDKS will pay the lesser of i) the percentage of the fee actually charged or Maximum Plan Allowance (MPA) for a Covered Service; or ii) the amount which is otherwise payable in accordance with the terms of the Plan.

**1.6 SUMMARY OF INDIVIDUAL DENTAL BENEFITS:**

See the following page for more information regarding Covered Services.

1.6 Summary of Individual Dental Benefits

		Platinum Plan			Gold Plan			Silver Plan			Bronze Plan		
Maximum Payment Per Person:	The Maximum Payment by DDKS for all Covered Services for each enrollee in any one contract year. Diagnostic & Preventive Services do not apply toward the Maximum Payment.	\$2,500			\$1,500			\$1,000			\$1,000		
Deductible:	Deductible for Basic and/or Major Services of \$50/individual or \$150 maximum per family.	\$50 x 3											
		Dentist Network Options (% Paid by DDKS):			Dentist Network Options (% Paid by DDKS):			Dentist Network Options (% Paid by DDKS):			Dentist Network Options (% Paid by DDKS):		
		Delta Dental PPO	Delta Dental Premier	Out-of-Network	Delta Dental PPO	Delta Dental Premier	Out-of-Network	Delta Dental PPO	Delta Dental Premier	Out-of-Network	Delta Dental PPO	Delta Dental Premier	Out-of-Network
<b>Right Start 4 Kids<sup>SM</sup> (RS4K)</b>	Kids 12 and under receive coverage at 100% for all services covered under the plan. Not subject to deductible, but plan's annual maximum and frequencies/limitations apply. <b>Must see an in-network dentist or the plan's underlying contract applies including waiting periods, deductibles and coinsurance levels.</b>	100%	100%	RS4K does not apply	100%	100%	RS4K does not apply	100%	100%	RS4K does not apply	100%	100%	RS4K does not apply
<b>Diagnostic &amp; Preventive (D&amp;P) Services: (Not subject to deductible; no waiting period applies; RS4K applies to covered services when visiting an in-network dentist):</b>													
<b>Oral Evaluations:</b>	2 times per contract year.	100%	80%	80%	100%	80%	80%	100%	80%	80%	100%	80%	80%
<b>Bitewing X-rays:</b>	2 times per contract year for dependents under age 18 and 1 each 12 months for age 18 and over.	100%	80%	80%	100%	80%	80%	100%	80%	80%	100%	80%	80%
<b>Full Mouth or Panoramic X-rays:</b>	1 each 5 years.	100%	80%	80%	100%	80%	80%	100%	80%	80%	100%	80%	80%
<b>Prophylaxis (Cleanings):</b>	2 times per contract year.	100%	80%	80%	100%	80%	80%	100%	80%	80%	100%	80%	80%
<b>Topical Fluoride:</b>	2 times per contract year for children under age 19.	100%	80%	80%	100%	80%	80%	100%	80%	80%	100%	80%	80%
<b>Space Maintainers:</b>	For children under age 14 and only for premature loss of primary molars.	100%	80%	80%	100%	80%	80%	100%	80%	80%	100%	80%	80%
<b>Sealants:</b>	1 per lifetime for children under age 16 when applied only to permanent molars with no caries (decay) or restorations on the occlusal surface and with the occlusal surface intact.	100%	80%	80%	100%	80%	80%	100%	80%	80%	100%	80%	80%
<b>Basic Services: (Subject to deductible; 6-month waiting period applies; RS4K applies to covered services when visiting an in-network dentist):</b>													
<b>Ancillary:</b>	Provides for 1 emergency examination per Plan year by the Dentist for the relief of pain. <i>Waiting Period Waived</i>	80%	70%	70%	80%	60%	60%	50%	40%	40%	Not Covered	Not Covered	Not Covered
<b>Oral Surgery:</b>	Provides for non-surgical extractions including pre- and post-operative care.	80%	70%	70%	80%	60%	60%	50%	40%	40%	80%	60%	60%
<b>Regular Restorative Dentistry:</b>	Provides composite (white) resin restorations.	80%	70%	70%	80%	60%	60%	50%	40%	40%	80%	60%	60%
<b>Major Services: (Subject to deductible; 12-month waiting period applies; RS4K applies to covered services when visiting an in-network dentist):</b>													
<b>Endodontics:</b>	Includes procedures for root canal treatments and root canal fillings.	70%	50%	50%	50%	40%	40%	50%	40%	40%	Not Covered	Not Covered	Not Covered
<b>Oral Surgery:</b>	Provides for surgical extractions including pre- and post-operative care.	70%	50%	50%	50%	40%	40%	50%	40%	40%	Not Covered	Not Covered	Not Covered
<b>Periodontics:</b>	Includes procedures for the treatment of diseases of the tissues supporting the teeth. Periodontal maintenance, including evaluation, is counted towards the limitation for prophylaxis.	70%	50%	50%	50%	40%	40%	50%	40%	40%	Not Covered	Not Covered	Not Covered
<b>Special Restorative Dentistry:</b>	When teeth cannot be restored with a filling material listed in Regular Restorative Dentistry, provides for individual crowns.	70%	50%	50%	50%	40%	40%	50%	40%	40%	Not Covered	Not Covered	Not Covered
<b>Prosthodontics:</b>	Includes bridges, partial and complete dentures, repairs and adjustments of bridges and dentures. Implants covered on Platinum plan only.	70%	50%	50%	50%	40%	40%	50%	40%	40%	Not Covered	Not Covered	Not Covered
<b>Occlusal Guards:</b>	Removable dental appliances, which are designed to minimize the effects of bruxism (grinding) and other occlusal factors are allowed under Platinum plan only.	70%	50%	50%	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
<b>Orthodontics:</b>	Includes orthodontic appliances and treatment, interceptive and corrective.	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered

SEE SECTION ON EXCLUSIONS AND LIMITATIONS FOR ADDITIONAL INFORMATION

## 1.7 ADDITIONAL INFORMATION:

### Deductible Limitations

Coverage for Diagnostic and Preventive Services as identified in the “Summary of Individual Dental Benefits” and Right Start 4 Kids<sup>SM</sup> (“RS4K”) coverage are not subject to the Deductible. However, the Deductible shall apply during each Contract Year to all other Covered Services which are provided to each Enrollee not covered under RS4K. If an out-of-network provider is seen, RS4K does not apply and the underlying contract applies including waiting periods, deductibles and coinsurance levels. After Enrollees have, in any Contract Year, each paid either the individual Deductible of Fifty Dollars (\$50.00), or have cumulatively paid charges for Covered Services in the amount of One Hundred Fifty Dollars (\$150.00), the deductible requirements of the preceding sentence shall no longer be applicable for any Covered Services during the remaining portion of that Contract Year.

Before paying claims, DDKS may require reasonable evidence of the payment of Deductibles.

### Eligible Children Ages

Unmarried children are eligible for coverage to age twenty-six (26). Children ages twelve (12) and under are eligible for RS4K coverage.

## SECTION II - EXCLUSIONS AND LIMITATIONS

### 2.1 Unless the “Summary of Individual Dental Benefits” Specifically Provides For Coverage, The Following Dental Benefits And Services Are Excluded:

- a. Coverage for any patient who has been, but no longer is, an Enrollee.
- b. Benefits or services for injuries or conditions compensable under Worker’s Compensation or Employer’s Liability laws; or benefits or services which are available from any Federal or State government agency, or similar entity.
- c. Benefits, services, or appliances which are determined by DDKS to be for Cosmetic purposes.
- d. Benefits, services or appliances, including but not limited to prosthodontics, including crowns and bridges, started prior to the date the person became an Enrollee.
- e. Prescription drugs, premedications and relative analgesia, including nitrous oxide; hospital, healthcare facility or medical emergency room charges; laboratory charges; anesthesia for restorative dentistry; preventive control programs; or any other services for which coverage is available under your hospital, medical/surgical, or major medical plan.
- f. Charges for failure to keep a scheduled visit.
- g. Appliances or restorations for altering vertical dimension; restoring occlusion; replacing tooth structure lost by attrition, abrasion, bruxism, erosion, abfraction or corrosion; splinting or equilibration unless included in coverage under the Summary of Individual Dental Benefits.
- h. Dental care injuries or disease caused by riots or any form of civil disobedience if the Enrollee was a participant therein; war or act of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer; injuries sustained while in the act of committing a criminal act; and injuries intentionally self-inflicted.
- i. Temporary services and procedures, including, but not limited to, temporary prosthetic devices.
- j. Any dental services, procedures, or products for which no benefit is provided, in whole or in part, under the terms of this Agreement.
- k. Crowns and endodontic treatment in conjunction with an overdenture.
- l. Bridges and dentures, including repairs and adjustments, are excluded from the Bronze Plan.

- m. Replacement of lost or stolen dentures or charges for duplicate dentures.
- n. Orthodontic Services and procedures related to Orthodontic Services, such as, but not limited to, x-rays, extractions, orthodontic appliance repairs and adjustments.
- o. No benefits are payable for accidental bodily injuries arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used-including such benefits mandated by law) of any automobile policy.
- p. Any benefit, procedure or service, a motivating purpose for which is to treat, modify, correct or change an existing condition or status caused or contributed to by prior medical or dental treatment, when prior treatment was performed in accordance with then generally accepted standards of medicine or dentistry in the local community where performed.
- q. Dental benefits and services which are not completed.
- r. Treatment rendered outside of the United States or Canada.
- s. Benefits or services for control of harmful habits.
  
- t. Individual crowns are excluded from the Bronze Plan.
- u. Procedures for dental implants and associated services are excluded from the Bronze, Silver, and Gold Plans.
- v. Diagnosis or treatment of temporomandibular joint dysfunction.

**2.2 Dental Benefits and Services are Limited as Follows unless, the “Summary of Individual Dental Benefits” specifies other limitations. Typically, when dental benefits and services are limited under the Agreement, any amounts not benefited by DDKS due to the limitation are the responsibility of the Enrollee, up to the amount of the Maximum Plan Allowance (MPA).**

- a. If a more expensive Covered Service is provided than DDKS determines to be the least costly professionally accepted treatment, DDKS will pay the applicable benefit for the Covered Service which is needed to achieve reasonable functionality.
- b. Covered Services subject to specific age and frequency limitations as identified in the “Summary of Individual Dental Benefits”.
- c. Only the costs of the procedures necessary to prevent or eliminate oral disease and for appliances or restorations required to replace missing teeth are benefited by DDKS under the Agreement and then only if specifically included as a Covered Service in the “Summary of Individual Dental Benefits”.
- d. Bitewings taken within twelve (12) months of a full mouth series of x-rays are not billable to the patient.
- e. A panoramic film in conjunction with a full mouth services of x-rays is not a separate benefit.
- f. Restoration of surfaces on teeth are limited to only once (1) or twice (2) within a twenty-four (24) month period dependent upon the anatomy of the tooth. Restorations on the same tooth done within twenty-four (24) months after a crown is seated are subject to frequency limitations, with the exception of the first and second upper molars due to the anatomy of the teeth (transverse ridge)
- g. Recementation of space maintainers is limited to once (1) per quadrant per lifetime.
- h. Claims not submitted to DDKS within six (6) months of the date that the Covered Service was provided will not qualify as a Covered Service unless it was not reasonably possible to submit the claim within such time and provided that such claim is submitted as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the date the Covered Service was provided.

- i. Inlays will automatically receive benefits equal to the corresponding surface of a filling.
- j. Individual crowns are a Covered Service for the Silver, Gold, and Platinum Plan subject to the following limitations:
  - 1. Individual crowns on the same tooth are limited to only once (1) in any five (5) year period unless needed because of injury. Said time period is to be measured from the date the crown was supplied to the Enrollee whether or not this Agreement was then effective. If a crown is placed on a tooth which has had a restoration in the previous twenty-four (24) month period, benefits paid for the crown are reduced by the benefit paid for the prior restoration.
  - 2. Porcelain crowns, porcelain fused to metal; or resin processed to metal type crowns are not benefited by DDKS for any person under twelve (12) years of age due to age limitation.
  - 3. Recementation of a crown is limited to only once (1) in a lifetime.
  - 4. Repairs per crown are limited to two (2) in a twelve (12) month period.
  - 5. Stainless steel crowns are limited to once (1) in a twenty-four (24) month period when placed on a primary tooth. If used as a permanent crown, the limitations of subparagraphs (1); (2); (3); and (4) of this subsection will apply.
  - 6. Core build-ups, including pins, are limited to permanent teeth having insufficient tooth structure to build a crown.
- k. Prosthodontics, excluding implants, are a Covered Service for the Silver, Gold, and Platinum Plans. Implants are a Covered Service under the Platinum Plan only. The following limitations apply to these Covered Services:
  - 1. Not more than one (1) full upper and one (1) full lower denture shall be constructed under the Agreement in any five (5) year period for any Enrollee. Said time period is to be measured from the date the denture was last supplied to the Enrollee whether or not the Agreement was then effective.
  - 2. A removable prosthetic or fixed prosthetic device, including bridges or implants, or full upper or full lower dentures, may not be provided under the Agreement for any Enrollee more often than once (1) in any five (5) year period. Said time period is to be measured from the last date of service the removable prosthetic or fixed prosthetic device, including bridges or implants, or full upper or full lower dentures was last supplied to the Enrollee whether or not the Agreement was then effective.
  - 3. Denture relines and rebase is limited to only once (1) in any thirty-six (36) month period for Enrollee.
  - 4. Denture adjustments are limited to only two (2) times in any twelve (12) month period for Enrollee.
  - 5. Crowns when used for abutment purposes are benefited at the same co-payment percentage as provided under the Plan for bridges and complete and partial dentures.
  - 6. Recementation of a bridge is limited to only once (1) in a lifetime.
  - 7. If teeth are missing in both quadrants of the same arch, benefits are allowed for a bilateral partial toward the procedure submitted. If a fixed bridge or other more expensive procedure is selected, an allowance for a partial denture is made to restore the arch to contour and function.
  - 8. Only two (2) repairs per prosthesis, such as bridges, partials, or dentures, will be allowed in a twelve (12) month period.
  - 9. Tissue conditioning is limited to no more than two (2) per arch each thirty-six (36) months.

10. Dental implant procedures and associated services will be a Covered Service for the Platinum Plan only, subject to the frequency in subsection l(2) above, and the following limitations:
  - a. Coverage should be predetermined and is limited to those Enrollees age nineteen (19) and over.
  - b. The Dentist should submit to DDKS a written report of recommended treatment setting forth the type and number of implants to be used, radiographs to support the dental necessity of the implant procedures as required by DDKS, and the proposed fees for the entire procedure.
  - c. As determined by DDKS, Covered Services may include, but are not limited to, consultations and surgical placement of implant devices (including the associated device and/or prosthesis) provided in conjunction with the dental implant procedures.
  - d. Payments are limited to the lesser of: i) the amount of the maximum available as stated in the "Summary of Individual Dental Benefits", or ii) the amount determined by DDKS to be allowable for dentures that are conventionally constructed using standard procedures, and which are of the same magnitude, i.e. complete upper, complete lower or complete upper and lower, as appropriate.
- l. Payment for root canal therapy under Endodontics is limited to only once (1) in any twenty-four (24) month period for the coverage provided under the Silver, Gold, and Platinum Plans.
- m. Periodontal procedures are covered under the Silver, Gold, and Platinum Plans. When covered, payment is limited to only once (1) in any twenty-four (24) month period for all periodontal procedures with the exception of the full mouth debridement to enable comprehensive periodontal evaluation and diagnosis, subject to the same limitations and is limited to one (1) per lifetime; periodontal maintenance which is limited to two (2) times per Contract Year period; and crown lengthening which carries no frequency limitation.
- n. Treatment to correct congenital or developmental malformations.

**2.3 Certain Dental Benefits and Services Provided Are Not Billable to the Patient under the Agreement. When dental benefits or services are not billable to the patient, the fees associated with those items are neither benefited by DDKS nor collectable from the Enrollee by a Participating Dentist. Services not billable to the patient will be so indicated on the Enrollee's Explanation of Benefits.**

## SECTION III - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- 3.1 “Agreement” means this agreement between DDKS and Policyholder, including the Application, the attached appendices, endorsements and riders, if any. This Agreement constitutes the entire agreement between the parties.
- 3.2 “Application” means the formal, written request for coverage submitted to DDKS. The Application includes the requested Plan coverage, Eligible Dependent information, and any other information which is required to be provided to DDKS from time to time.
- 3.3 “Benefit Booklet” means the written summary of certain features of the Plan.
- 3.4 “Child” or “Children” means, in addition to the Policyholder’s own or lawfully adopted unmarried child or children, any unmarried step-child of the Policyholder. The term also includes any unmarried person placed with the Policyholder for adoption if such child was placed in the Policyholder’s home by a child placement agency as defined by Kansas law, and any unmarried child of the Policyholder who is recognized as an alternate recipient under a qualified medical child support order. A child is eligible for coverage under the Plan if the child meets the age requirements as set forth in Section 1.7.

In addition, a Child includes a disabled Child who is: i) unmarried, ii) incapable of earning his or her own living because of mental or physical disability, and iii) principally dependent upon the Subscriber for support at the time the Child would otherwise cease to be eligible for coverage by the Plan because of age. A disabled Child shall continue to be an Eligible Dependent for the duration of the disability, provided: i) his or her status as an Eligible Dependent does not terminate for any other reason, and ii) proof of disability is furnished to DDKS within thirty-one (31) days after Child attains the age which would otherwise be disqualifying. Such proof of disability must thereafter be furnished from time to time as required by DDKS.

- 3.5 “Contract Year” means the period commencing on the Effective Date or the applicable Renewal Date and terminating at 11:59 P.M. on the day preceding the annual anniversary thereof.
- 3.6 “Cosmetic” means those services provided by Dentists for the purpose of improving the oral appearance when form and function are otherwise satisfactory. The determination of whether services are cosmetic shall be made by DDKS in its discretion.
- 3.7 “Covered Services” means those dental services, procedures, and products that are benefitted by DDKS, in whole or in part, pursuant to the terms of this Agreement.
- 3.8 “DDKS” means Delta Dental of Kansas, Inc., which shall be the control plan, or any other Delta Dental Association member company which has agreed to provide to Enrollees the benefits described in this Agreement, or both, as applicable.
- 3.9 “Deductible” means the amount specified in the “Summary of Individual Dental Benefits” in Section 1.7 which must be paid with respect to Covered Services provided to an Enrollee before DDKS makes payment.
- 3.10 “Dental Network” means the Delta Dental PPO Network and is described below:
  - a. **“Delta Dental PPO”:** The Delta Dental PPO network is a subset of DDKS Participating Dentists who agree contractually to participate in the Delta Dental PPO network as part of a discounted fee-for-service plan. Delta Dental PPO providers sign a supplemental agreement and are paid according to a Maximum Plan Allowance for PPO Dentists as defined below. Delta Dental PPO Dentists are paid at the in-network co-insurance percentages in the “Summary of Individual Dental Benefits”.
- 3.11 “Dentist” means any duly licensed dentist entitled to practice dentistry at the time and in the place the dental services are performed.
- 3.12 “Effective Date” means the first day of the initial term of this Agreement as identified on the enrollment materials.

- 3.13** “Eligible Dependent” means an individual who is a resident of the State of Kansas and either:  
i) the spouse, as determined under applicable state law at the time and location that the marriage was entered into, of a Policyholder, or ii) a Child of a Policyholder who meets the definition of Child set forth above.
- 3.14** “Enrollee” means a person, whether a Subscriber or Eligible Dependent, who is i) validly enrolled for coverage under the Plan, and ii) for whom the appropriate premium is timely received by DDKS. An Enrollee shall be deemed to be enrolled when such Enrollee’s name and requisite enrollment information are furnished to DDKS at the time the Application is submitted or at the time of renewal, so long as notice is given at least thirty (30) days prior to the Renewal Date.
- 3.15** “Maximum Payment” means the maximum payment provided by DDKS for Covered Services as set forth in the “Summary of Individual Dental Benefits”.
- 3.16** “Maximum Plan Allowance” means the lesser of the following:
- a. In the case of a Participating Delta Dental Premier Dentist:
    - i) the fee submitted by the Participating Dentist for the Covered Service; or
    - ii) the Delta Participating Dentist Maximum Plan Allowance for the Covered Service.
  - b. In the case of a Delta Dental PPO Dentist:
    - i) the fee submitted by the Delta Dental PPO Dentist for the Covered Service; or
    - ii) the Delta Dental PPO Dentist Maximum Plan Allowance for the Covered Service.
  - c. In the case of an Out-of-Network Dentist:
    - i) the fee submitted by the Out-of-Network Dentist for the Covered Service; or
    - ii) the Delta Dental Out-of-Network Dentist Maximum Plan Allowance for the Covered Service.
- 3.17** “Orthodontic Services” means appliances and treatments, interceptive and corrective, whose purpose is to correct abnormally aligned or positioned teeth. X-rays, extractions and other dental services provided as part of the treatment of abnormally aligned or positioned teeth are considered “Orthodontic Services.”
- 3.18** “Participating Dentist” means any Dentist who is a party to a valid Delta Dental Premier and/or PPO Participating Dentist Agreement with DDKS. These Dentists agree to render services in accordance with the terms and conditions established by DDKS and have satisfied DDKS that they are in compliance with such terms and conditions.
- 3.19** “Plan” means the dental benefits arrangement which is offered and administered pursuant to the terms of this Agreement.
- 3.20** “Policyholder” means an individual who is: i) a resident of the State of Kansas; ii) over the age of 18; iii) legally competent to enter into the Agreement; and iv) has provided the information for enrollment and agreed to the terms of this Agreement. A Policyholder may or may not be a Subscriber, i.e. if a parent purchases coverage for their child only, then the parent is the Policyholder but is not a Subscriber.
- 3.21** “Renewal Date” means the date upon which this Agreement will renew for an additional one year term. This date is the annual anniversary date of the Effective Date.
- 3.22** “Right Start 4 Kids<sup>SM</sup>” or “RS4K” means 100% coverage under each Plan for children ages twelve (12) and under for all services covered under the plan, with no deductible, if seen by a network (Delta Dental PPO or Delta Dental Premier) provider. If a child covered under RS4K is seen by an out-of-network provider, the underlying contract applies including waiting periods, deductibles and coinsurance levels. Orthodontic services are not eligible for coverage under RS4K. Section II - Exclusions and Limitations above also applies to RS4K coverage.
- 3.23** “Subscriber” means a Policyholder who has enrolled in the Plan and timely payment of the required premium has been received by DDKS.

#### SECTION IV - COVERAGE

#### **4.1 COMMENCEMENT OF COVERAGE:**

Coverage of Subscriber and any Eligible Dependents will commence upon the Effective Date as identified on the enrollment materials. If an application and the premium for the selected coverage is received by DDKS on or before the 25<sup>th</sup> day of the month, coverage will be effective the first day of the concurrent month. For applications and premiums received after the 25<sup>th</sup> day of the month, coverage will not commence until the first day of the following next month (*i.e. application and payment received by March 25<sup>th</sup>, coverage will commence April 1<sup>st</sup>; however, documents not received until March 26<sup>st</sup>, coverage will commence May 1<sup>st</sup>*).

#### **4.2 CHANGES TO ELIGIBLE DEPENDENTS:**

A change may be made to add an Eligible Dependent, if notice and the required premium fees for the additional coverage are provided to DDKS within thirty (30) days following the occurrence of one of these qualifying events:

- (a) the birth or the filing of a petition for adoption or certificate of placement of a Child;
- (b) the Policyholder's marriage;
- (c) an Eligible Dependent permanently moves to the state of Kansas; or
- (d) an Eligible Policyholder or Eligible Dependent's loss of dental insurance coverage.

Coverage will begin the first of the month following the requisite notice so long as premiums are timely received. No other changes may be made to add Enrollees after the Effective Date except upon renewal and then Policyholder must provide DDKS with notice of intent to change Enrollees at least thirty (30) days prior to the Renewal Date. The Policyholder may remove dependents at any time during the Contract Year at least thirty (30) days prior to the desired effective date of removal. If a Dependent who has been removed is reenrolled prior to a Renewal Date pursuant to a qualifying event listed above, waiting periods will be waived if the Dependent can provide proof of dental insurance within the sixty (60) days prior to the Effective Date.

#### **4.3 CHANGES TO COVERAGE:**

No changes may be made to the coverage selected after the Effective Date except upon renewal. Subscriber must provide DDKS with notice of an intent to change coverage five (5) days prior to the Renewal Date.

#### **4.4 DUPLICATE COVERAGE BY DDKS:**

Insurance effective at any one time on the Enrollee under a like policy of DDKS is limited to one such policy elected by the Enrollee and DDKS will return any premiums paid for this policy or such other policy as so elected by Enrollee.

#### **4.5 TERMINATION OF COVERAGE:**

If, at any time, an Enrollee fails to satisfy all of the requirements of this Agreement, coverage under this Agreement shall terminate for such Enrollee in the following manner:

- a. If, at any time, an Enrollee who is not the Subscriber ceases to be a resident of the State of Kansas, coverage under this Agreement shall terminate at the end of the month in which the Enrollee fails to qualify as a Kansas resident. An Enrollee will not lose coverage solely based upon a second residence outside of Kansas, status as a full-time student attending college in another state, or traveling outside of the state of Kansas.
- b. If, at any time, an Enrollee who is not the Subscriber ceases to qualify as an Eligible Dependent, coverage under this Agreement shall terminate at the end of the month in which the Enrollee fails to qualify as an Eligible Dependent.

Policyholder shall notify DDKS within thirty (30) days if the above provisions occur, *i.e.* change of residency or loss of Eligible Dependent status. DDKS may unilaterally terminate coverage if it has knowledge that one of the above events has occurred.

At termination of coverage under this Agreement, operative procedures which are then in progress and i) which are completed within thirty (30) days of the termination of coverage,

and ii) submitted for payment within six (6) months of such termination shall be covered. For this purpose, operative procedures are defined as and limited to root canal therapy on permanent teeth; individual crowns; dentures, partial and complete; and bridges. Operative procedures are considered in progress only if all procedures for commencement of lab work have been completed.

## SECTION V - CLAIMS

### 5.1 DENTIST CONDUCT:

DDKS may refuse to pay for any Covered Services which are provided in a matter that is inconsistent with the generally accepted applicable standards of dentistry.

### 5.2 WRITTEN NOTICE OF CLAIMS:

Written notice of claims must be submitted to DDKS at its office within six (6) months of the date that the Covered Service was provided. Notice given by or on behalf of the Enrollee should be sent to Delta Dental of Kansas, [1619 N. Waterfront Parkway, Wichita, KS 67206], or to any authorized agent of DDKS, with information sufficient to identify the Enrollee. But, failure to submit a claim within six (6) months of the date that the Covered Service was provided will not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time, provided that such claim is submitted as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the date the Covered Service was provided.

### 5.3 CLAIM FORMS:

DDKS, upon receipt of a notice of claim, will furnish to the Enrollee such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice the Enrollee shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting within the time frame fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

### 5.4 PREDETERMINATION OF BENEFITS:

Treatment plans that involve Covered Services which include prosthodontic services, individual crowns (except stainless steel), surgical periodontics, endodontics, and oral surgery except for simple extraction of a single tooth, should be submitted to DDKS for predetermination of benefits. Failure to do so may result in a loss of benefits if, in the professional judgment of DDKS, such treatment is not necessary or a lesser procedure could have restored the tooth or dental arch to a reasonable degree of functionality. A predetermination of benefits does not obligate DDKS to provide any benefits associated therewith if the Enrollee is no longer eligible to receive such benefits at the time the Covered Services are performed. A predetermination of benefits is only effective with respect to Covered Services which commence within ninety (90) days of the date the treatment plan is submitted to DDKS by the treating Dentist. Otherwise a new predetermination of benefits must be sought.

### 5.5 RIGHT TO INFORMATION:

As a condition precedent to the approval of claims hereunder, DDKS, shall be entitled to receive from any attending or examining Dentist, or from hospitals or clinics in which a Dentist's care is rendered, such information and records relating to attendance to, or examination of, and/or treatment rendered to, an Enrollee. DDKS, at its own expense, shall have the right to cause any Enrollee to be examined when and so often as DDKS reasonably deems necessary during the pendency of a claim under this Agreement (including the right and opportunity to make an autopsy if it is not prohibited by law). The acceptance by any Enrollee of any benefit of coverage under this Agreement constitutes the Enrollee's (and the related Subscriber's, if applicable) automatic and irrevocable consent to the release to DDKS of any and all of the information and records before described, and a full waiver by that Enrollee that any such information and records that otherwise is privileged. Further, by

providing Covered Services to an Enrollee, a Dentist or other service provider consents to, upon request, provide such information and records to DDKS as DDKS requests.

#### **5.6 EMERGENCY TREATMENT:**

DDKS' Platinum, Gold and Silver Plans include coverage for Emergency Treatment. Each individual dental office has its own emergency treatment protocol and Enrollees should contact their Dentist and familiarize themselves with the procedure for emergencies that occur outside the Dentist's normal business hours. Hospital or medical service emergency room expenses are not Covered Services under this Agreement.

#### **5.7 INQUIRIES/APPEALS:**

Enrollees are encouraged to contact DDKS when they have a question concerning a particular claim. Such inquiry should be directed to the DDKS Customer Service Department. Telephone inquiries may be directed to the following numbers: in Wichita, 316-264-4511 or from outside of the Wichita area, 1-800-234-3375.

If a claim for benefits is denied in whole or in part, written notification called an "Explanation of Benefits" will be provided within 30 days after a claim is received, unless special circumstances require an extension of time for processing. If additional time is necessary, DDKS will notify the Enrollee and/or the treating dentist of the reason for the additional time, including a description of additional information that is necessary to process the claim. If additional information is necessary, the Enrollee will have forty-five (45) days to provide the additional information or else the claim will be decided based upon the information then available to DDKS.

Enrollees have the right to appeal a claim determination if the requested dental benefits were not paid in full. In order to appeal a benefit determination, Enrollees or their authorized representative must write to the Customer Service Department, Delta Dental of Kansas, Inc., P.O. Box 789769, Wichita, KS 67278-9769 within one hundred eighty (180) days of the date of the Explanation of Benefits for the claim. Written appeals should be submitted with a copy of the Explanation of Benefits form for the claim in question and should include all of the following:

1. Enrollee's identification number.
2. Policyholder's name and birth date. If the Enrollee is not the Policyholder, the Enrollee's name and birth date must also be included.
3. Dentist name and, if known, license number.
4. Claim number.
5. Date(s) of service.
6. An explanation of the complaint or question, including the basis for appeal.
7. Any additional information that the Enrollee believes supports his/her position.

A full and fair evaluation of the appeal will be made by DDKS and, in some cases the Enrollee may be examined clinically. If necessary, additional information or documents may be requested. Some matters may also be referred to the dental licensing board or to the applicable state dental association peer review system.

Normally, Enrollees will receive a written acknowledgement of their inquiry or appeal within twenty (20) days of DDKS' receipt. However, if the matter is referred to a review committee, or other unusual circumstances arise, the Enrollee will be advised. Generally, a written answer or decision will be sent to the Enrollee within thirty (30) days thereafter, however, DDKS must provide a written answer or decision within sixty (60) days receipt of the appeal.

If DDKS denies any part of the claim on appeal, DDKS will provide the Enrollee written notice of the basis for the denial and additional information. The Enrollee may request, free of charge, a copy of any applicable rules, exclusions, or limitations relied upon in the benefit determination.

#### **5.8 REGIONAL CONSULTANTS:**

The review of a claim form and x-rays may not be sufficient to appropriately resolve a matter in all cases. Accordingly, in some cases DDKS may rely on its regional dental consultants to

examine patients clinically. When appropriate, examinations may also be conducted at the request of the Enrollee, a treating Dentist, or for other reasons determined by DDKS.

## SECTION VI - AGREEMENTS

### 6.1 POLICYHOLDER AGREES:

Throughout the term of this Agreement, Policyholder agrees as follows:

- a. At the time of the execution of this Agreement, to furnish DDKS with accurate initial enrollment information regarding all Enrollees, including Eligible Dependents, if any.
- b. To timely remit to DDKS all applicable premiums. For monthly premiums, payment shall be received by DDKS by the 5<sup>th</sup> of the month for which coverage is provided. For annual premiums, payment shall be received by DDKS by the 1<sup>st</sup> of the month prior to the Renewal Date.
- c. To inform Enrollees to notify their Dentist at the time of their first appointment that they are covered by this Agreement.
- d. To provide DDKS with such other information as it shall request in connection with this Agreement.
- e. At all times while this Agreement is in effect, Policyholder represents and warrants that all Enrollees covered by this Agreement are either a Subscriber or Eligible Dependent as defined by the terms of this Agreement. Policyholder agrees that DDKS has discretion to determine if such requirements are met and will produce information requested by DDKS to substantiate compliance with this requirement. Policyholder acknowledges no benefits will be provided under this Agreement if such persons do not constitute either a Subscriber or Eligible Dependent.

### 6.2 DDKS AGREES:

Throughout the term of this Agreement, DDKS agrees as follows:

- a. Prior to making payment for Covered Services, to require the Dentist or Policyholder, as the case may be, to timely submit a claim which satisfies the claims procedures of DDKS.
- b. To make payment to a Participating Dentist or Policyholder, if a non-participating dentist is seen, for each Covered Service based upon the applicable terms of this Agreement.

## SECTION VII - GENERAL PROVISIONS

### 7.1 COORDINATION OF THIS CONTRACT'S BENEFITS WITH OTHER BENEFITS:

#### A. GENERAL.

The Coordination of Benefits (COB) provision applies when a person has health care (or dental) coverage under more than one plan. Plan is defined below.

The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits in accordance with its policy terms without regard to the possibility that another plan may cover some expenses. The plan that pays after the primary plan is the secondary plan. The secondary plan may reduce the benefits it pays so that payments from all plans does not exceed 100% of the total allowable expense.

#### B. DEFINITIONS.

- (1) A "plan" is any of the following that provides benefits or services for dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

- (a) The term “plan” includes: group and nongroup insurance contracts; health maintenance organization (HMO) contracts; closed panel or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law. A nongroup insurance contract or nongroup coverage issued through a closed panel plan is considered to be a “plan” only if it was issued on or after January 1, 2014.
- (b) The term “plan” does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law. Further, a “plan” does not include nongroup insurance contracts or nongroup coverage through closed panel plans issued on or before December 31, 2013.

Each contract for coverage under (a) or (b) is a separate plan. If a plan has two (2) parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

- (2) This plan means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care (or dental) benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- (3) The order of benefit determination rules determine whether this plan is a “primary plan” or “secondary plan” when the person has health care (or dental) coverage under more than one plan.

When this plan is primary, it determines payment for its benefits first before those of any other plan without considering any other plan’s benefits. When this plan is secondary, it determines its benefits after those of another plan and may reduce the benefits it pays so that all plan benefits do not exceed 100% of the total allowable expense.

- (4) “Allowable expense” means a health care or dental care service or expense, including deductibles, co-insurance and copayments that is covered at least in part by any of the plans covering the person. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense or service that is not covered by any of the plans is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an allowable expense. The following are examples of expenses or services that are not allowable expenses:
  - (a) The difference between the cost of a semi-private hospital room and a private hospital room is not an allowable expense, unless one of the plans provides coverage for private hospital room expenses.
  - (b) If a person is covered by two (2) or more plan that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.

(c) The amount of any benefit reduction by the primary plan because a covered person has failed to comply with the plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

(5) "Closed panel plan" is a plan that provides health care or dental benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the plan, and that excludes coverage for services by other providers, except in cases of emergency or referral by a panel member.

(6) "Custodial parent" is the parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year excluding temporary visitation.

### **C. ORDER OF BENEFIT DETERMINATION RULES.**

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

(1) The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other plan.

(a) Except as provided in paragraph C(2), a plan that does not contain a coordination of benefits provision that is consistent with K.A.R. 40-4-34 is always primary unless the provisions of both plans state that the complying plan is primary.

(b) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the plan provided by the contract holder. These types of situations include major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.

(2) A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other Plan.

(3) Each plan determines its order of benefits using the first of the following rules that apply:

(a) Non-dependent or dependent. The plan that covers the person other than as a dependent for example as an employee, member, policyholder, subscriber or retiree is the primary plan and the plan that covers the person as a dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then order of benefits between the two Plans is reversed so that the plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary plan and the other plan is the primary plan.

(b) Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan, the order of benefits is determined as follows:

1. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
  - a. The plan of the parent whose birthday falls earlier in the calendar year is the Primary plan; or
  - b. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
2. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - a. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree;
  - b. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of paragraph C(3)(b)(1) above shall determine the order of benefits.
  - c. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of subparagraph C(3)(b)(1) above shall determine the order of benefits; or
  - d. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

C.3.b.2.d.1. The plan covering the custodial parent;

C.3.b.2.d.2. The plan covering the spouse of the custodial parent;

C.3.b.2.d.3. The plan covering the non-custodial parent; and then

C.3.b.2.d.4. The plan covering the spouse of the non-custodial parent.

3. For a dependent child covered under more than one plan of individuals who are the parents of the child, the provisions of subparagraph C(3)(b)(1) and C(3)(b)(2) above shall determine the order of benefits as if those individuals were the parents of the child.
  - (c) Active Employee or Retired or Laid-Off Employee. The plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan covering that same person as a retired or laid-off employee is the secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled C(3) above can determine the order of benefits.
  - (d) COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other

federal law is covered under another plan, the plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. The rule does not apply if the rule labeled C(3) above can determine the order of benefits.

- (e) Longer or Shorter Length of Coverage. The plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the primary plan and the plan that covered the person the shorter period of time is the secondary plan.
- (f) If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more than it would have paid had it been the primary plan.

#### **D. EFFECT ON THE BENEFITS OF THIS PLAN.**

- (1) When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a plan year are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the Primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care or dental coverage.
- (2) If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

#### **E. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION.**

Certain facts about coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. DDKS may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. DDKS need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give DDKS any facts it needs to apply those rules and determine benefits payable.

#### **F. FACILITY OF PAYMENT.**

A payment made under another plan may include an amount that should have been paid under this Plan. If it does, DDKS may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this Plan. DDKS will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

#### **G. RIGHT OF RECOVERY.**

If the amount of the payments made by DDKS is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## **7.2 DDKS LIABILITY:**

DDKS shall have no liability for any wrongful conduct of any third party, including but not limited to tortuous conduct, negligence, wrongful acts or omissions, or any other act of any such person including but not limited to Enrollees, Dentists, dental assistants, dental hygienists, hospitals, or the agents or employees of any of such foregoing persons, whether receiving or providing services. Further, DDKS shall also have no liability for any services or facilities which, for any reason, are unavailable to any Enrollee.

## **7.3 CONFIDENTIALITY:**

DDKS agrees that it has "protected health information" ("Information") as defined in 45 C.F.R. Part 160-164 (the HIPAA Privacy Rule). DDKS agrees that it will:

- a. not use or further disclose the Information other than as permitted or required by this Agreement or as required by law;
- b. use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Agreement;
- c. report to the Enrollee any use or disclosure of the Information not provided for by this Agreement of which DDKS becomes aware upon written request of the Enrollee;
- d. ensure that any agents, including a subcontractor to whom DDKS provides Information on behalf of the Enrollee, agree to the same restrictions and conditions that apply to the business partner with respect to such Information;
- e. make available Information in accordance with 45 C.F.R. 164.520;
- f. make available Information for amendment and incorporate any amendments to Information in accordance with 45 C.F.R. 164.526;
- g. make available the Information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528; and
- h. make its internal practices, books, and records related to the use and disclosure of Information received from, or created or received by, the business associate on behalf of the Enrollee available to the United States Secretary of Health and Human Services for the purpose of determining the compliance with 45 C.F.R. Part 160-164.

## **7.4 MISREPRESENTATIONS:**

No statements made by the Policyholder shall be deemed a warranty or shall be used in defense of a claim or in any other dispute under this Agreement, unless it is contained in a written instrument, a copy of which has been agreed to in writing by Policyholder and DDKS.

## **7.5 CHANGES TO AGREEMENT:**

No agent or representative has authority to change this Agreement or waive any of its provisions. No change in this Agreement shall be valid unless approved by an executive officer of DDKS and evidenced by endorsement hereon.

## **7.6 LEGAL ACTIONS:**

No action at law or in equity shall be brought to recover on this Agreement prior to the expiration of sixty (60) days after the final written notice determining the status of a claim for breach has been delivered in accordance with the requirements of this Agreement. Further, and in all events, any action of any kind by any person who is subject to this Agreement must

be commenced within five (5) years from the date on which the right, claim, demand, or cause of action shall first accrue.

**7.7 GOVERNING LAW:**

Any provision of this Agreement which is in conflict with any applicable law is hereby amended to the minimum requirements of such law. The laws of the State of Kansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. Any action brought to enforce, construe, or interpret this Agreement (including but not limited to any mediation or arbitration but only if arbitration is voluntarily agreed to by the parties at the time a dispute arises) shall be commenced and maintained in a location mutually agreeable by the parties to the dispute.

**7.8 SEVERABILITY:**

If any part of this Agreement is determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible to conform to applicable law. If reformation is not possible, that part shall be deleted, and the other parts of the Agreement shall remain fully effective.

**7.9 ASSIGNMENT:**

Policyholder may not assign its interest in this Agreement without the prior written consent of DDKS.

**7.10 NOTICE:**

Any notice required or desired to be given under this Agreement shall be deemed to have been given if delivered personally to the Policyholder, a named designee of Policyholder or DDKS, or sent by first-class United States Postal mail. Any such notice shall be effective upon receipt of said notice unless an alternate date is specified. Policyholder shall have the right to designate a different address or agent for the receipt of notice by providing written notice of such designation in the manner set forth herein. Notices to DDKS shall be in writing and sent to:

Individual Product  
Delta Dental of Kansas, Inc.  
PO Box 789769  
Wichita, KS 67278-9769

**7.11 BENEFITS BOOKLET:**

DDKS shall prepare a Benefits Booklet which shall be approved by the Commissioner of Insurance for the State of Kansas. The Benefits Booklet shall summarize certain features of the Plan's coverage, rules, and claims payments.

**7.12 MISCELLANEOUS:**

- a. **Waiver of Breach.** The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- b. **Captions.** The paragraph headings are for convenience only, and shall be disregarded in interpreting this Agreement.
- c. **Authorized to Enter into Agreement.** Both Policyholder and DDKS represent and warrant they are authorized to enter into this Agreement.

**SECTION VIII - TERMINATION OF AGREEMENT**

This Agreement shall remain in full force and effect for the term specified in Section I unless one of the provisions set forth below applies:

- 8.1 If Policyholder fails to timely pay the monthly premiums due hereunder to DDKS, DDKS has the right to terminate this Agreement following a ten (10) day grace period for the receipt of said

premiums. If Policyholder fails to timely pay the annual premiums due hereunder to DDKS, DDKS has the right to terminate this Agreement following a thirty-one (31) day grace period for the receipt of said premiums.

If DDKS subsequently accepts any late premiums, the payments shall reinstate this Agreement, but such reinstatement shall provide coverage under the Plan only with respect to Covered Services which are first provided more than ten (10) days after the date of such reinstatement. If Policyholder defaults in the making of premium payments, termination of the Agreement shall become effective on the date of the expiration of the period for which the last monthly premium rate was paid. In no event will DDKS be required by this Agreement to provide any benefits for any period for which the Subscriber has not made the premium payments in advance of the incurrence of the benefits.

- 8.2** This Agreement may be terminated by either party by delivering to the other party a written notice of intention to terminate so long as such notice is delivered at least thirty (30) days prior to such termination, except that if Policyholder defaults in the making of premium payments, termination of the Agreement shall become effective on the date of the expiration of the period for which the last monthly premium rate was paid. Said termination shall be effective as of the first day of the month following the thirty days from notice of termination. In no event will DDKS be required by this Agreement to provide any benefits for any period for which the Policyholder has not made the premium payments in advance of the incurrence of the benefits.
- 8.3** Policyholder breaches any material representation, including those related to enrollment, or does not otherwise fulfill Policyholder's responsibilities under this Agreement.
- 8.4** At least sixty (60) days prior to the expiration of this Agreement, DDKS will send Policyholder written notification of renewal, setting forth any adjustments to the terms of this Agreement, including premium rates. If Policyholder does not wish to renew the Agreement, he or she must provide DDKS with written notification of the same at least five (5) days prior to the Renewal Date. If Policyholder makes payment to DDKS under the adjusted premium rates, or otherwise takes action which indicates continued performance under the Agreement after the expiration date of the term of this Agreement, the Agreement will be automatically renewed for a subsequent one year term upon the same terms and conditions as are herein set forth, modified by those adjustments set forth in the written notification of renewal. If, after the expiration of the term of this Agreement, Policyholder makes payment to DDKS which is not consistent with the adjusted premium rates set forth in the written notification of renewal, then DDKS may at its sole option either consider this Agreement to have been renewed under the adjustment terms set forth in the written notification and bill Policyholder for the remainder of the premium rate due, or consider this Agreement to have not been renewed and return the premium to Policyholder.
- 8.5** Upon the death, incapacity, or change of residence outside the state of Kansas of Subscriber, this Agreement shall terminate and DDKS will prorate the applicable premiums for the month in which the change occurred.

**ACKNOWLEDGMENT OF SIGNATURE**

POLICYHOLDER HEREBY ACKNOWLEDGES THAT BY COMPLETING THE APPLICATION FOR INDIVIDUAL DENTAL COVERAGE FOR DELTA DENTAL OF KANSAS, POLICYHOLDER AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS SUBSCRIPTION AGREEMENT TO PROVIDE DENTAL BENEFITS AS IS FULLY SET FORTH WITHIN THE APPLICATION.

In witness whereof, Delta Dental of Kansas has caused this Agreement to be signed by its authorized representative:

**INSURANCE COMPANY NAME**

DELTA DENTAL OF KANSAS, INC.

By:   
(Authorized Signature)

By: Michael J. Herbert  
(Authorized Printed Name)

President & CEO  
(Title)

October 10, 2014  
(Date)

## Discrimination is Against the Law

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

### Delta Dental of Kansas:

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

If you need these services, contact Delta Dental of Kansas' Compliance Officer.

If you believe that Delta Dental of Kansas has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Compliance Officer  
1619 N. Waterfront Pkwy  
Wichita, KS 67206  
1-800-234-3375  
316-264-1099  
[legal@deltadentalks.com](mailto:legal@deltadentalks.com)

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Delta Dental of Kansas' Compliance 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>.

### Language Assistance Services

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-234-3375 (TTY: 1-800-234-3375).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-234-3375 (TTY: 1-800-234-3375).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-234-3375 (TTY: 1-800-234-3375)。

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-234-3375 (TTY: 1-800-234-3375).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-234-3375 (TTY: 1-800-234-3375) 번으로 전화해 주십시오.

ໂປດຊາບ: ຖ້າວ່າທ່ານເວົ້າພາສາລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-800-234-3375 (TTY: 1-800-234-3375).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-234-3375 (رقم هاتف الصم والبكم: 1-800-234-3375).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-234-3375 (TTY: 1-800-234-3375).

သတိပြုရန် - အကယ်၍ သင့်သည် ဂျပန်စကား ကို ဝေမျှပါက၊ ဘာသာစကား အကူအညီ၊ အခမဲ့၊ သင့်အကြံပြု စီစဉ်ပေးခြင်းပေးပါမည်။ ဖုန်းနံပါတ် 1-800-234-3375 (TTY: 1-800-234-3375) သို့မူ ဝေမျှပါ။

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-234-3375 (TTY: 1-800-234-3375).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-234-3375 (TTY: 1-800-234-3375) まで、お電話にてご連絡ください。

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-234-3375 (телетайп: 1-800-234-3375).

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-800-234-3375 (TTY: 1-800-234-3375).

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-234-3375 (TTY: 1-800-234-3375) تماس بگیرید.

KUMBUKA: Ikiwa unazungumza Kiswahili, unaweza kupata, huduma za lugha, bila malipo. Piga simu 1-800-234-3375 (TTY: 1-800-234-3375).