

Assurant Health 501 W. Michigan Street P.O. Box 624 Milwaukee, WI 53201-0624 800-800-1212

# **Notice to Agents Regarding Specimen Policies**

This specimen policy is provided as a reference tool for agent or internal use only. Please refer to the revision date to find the latest version as this document is occasionally updated. Please note that the enclosed Benefit Summary does not include policy specific variable information. Also, state specific benefits may not be included in this specimen. Finally, this document should not be used to identify benefits. For a complete listing of benefits, exclusions and limitations, please refer to the issued contract. In the event there are discrepancies with the information in this document, the terms and conditions of the issued contract will govern.



Time Insurance Company 501 W. Michigan Street P.O. Box 624 Milwaukee, WI 53201-0624

# POLICY SCHEDULE DENTAL INDEMNITY INSURANCE

**Policy Number:** 0000682708

**Policyholder:** John Doe Effective Date: 09/01/2010

**Policyholder Address:** PO Box 889

Atlanta GA 30301-0889

INITIAL ANNUAL PREMIUM: \$111.60 PAYMENT OPTION: SEMI-ANNUALLY INITIAL SEMI-ANNUAL PREMIUM: \$55.80

The benefits listed on this Policy Schedule are for each Covered Person unless otherwise indicated.

# **Dental Preventive Benefits:**

We will pay one Dental Preventive Benefit of \$75, regardless of the number of visits to a Dentist or Dental Hygienist or the number of services received, every 150 calendar days. Dental Preventive Benefits are limited to a maximum benefit of \$150 per Calendar Year.

00120 Periodic oral evaluation 00140 Limited oral evaluation - problem focused 00150 Comprehensive Oral Exam - new or established patient 00160 Detailed and extensive oral evaluation - problem focused, by report 00210 Intraoral - complete series (including bitewings) 00220 Intraoral - periapical first film 00230 Intraoral - periapical each additional film 00240 Intraoral - occlusal film 00250 Extraoral - first film 00260 Extraoral - each additional film 00270 Bitewing - single film 00272 Bitewings - four films 00330 Panoramic film 00340 Cephalometric film 00415 Bacteriologic studies for determination of pat ologic agents 00470 Diagnostic casts 00470 Diagnostic casts 00471 Diagnostic photographs 00501 Histopathologic Examinum is 00310 Consultation (diagnos ic exice provided by □ntist or physician other than practition 01110 Prophylaxis - advi. 01120 Topical application of fluoride (including prophylaxis) - child 01203 Tipical application of fluoride (prophylaxis not included) - adult 01205 Topical application of fluoride (including prophylaxis) - adult 01515 Space maintainer - fixed - unilateral 01515 Space maintainer - fixed - bilateral	limited to a maximum benefit of \$150 per Calendar Year.				
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Detailed and extensive oral evaluation - problem focused, by report					
Intraoral - complete series (including bitewings)					
Intraoral - periapical first film		Detailed and extensive oral evaluation - problem focused, by report			
Intraoral - periapical each additional film					
Intraoral - occlusal film					
Diagnostic casts   Diagnostic photographs					
Doctor   Bitewing - single film					
Bitewing - single film					
Bitewings - two films		Extraoral - each additional film			
Bitewings - four films					
D0330					
Cephalometric film					
Bacteriologic studies for determination of patrologic agents					
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		Space maintainer - fixed - bilateral			
01520   Space maintainer - removable - unilateral	01520	Space maintainer - removable - unilateral			
01525 Space maintainer - removable - bilateral		Space maintainer - removable - bilateral			
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# Basic Dental Services Benefits:

Benefits for all covered Basic Dental Services rendered during the same Calendar Year are limited to a maximum Calendar Year benefit of \$500 per Covered Person.

The Scheduled Benefits shown below will be reduced by 50% for any covered procedure rendered during the first Policy Year following the Effective Date.

Procedure Code	Basic Dental Services	Scheduled Benefit
09110	Palliative (emergency) treatment of dental pain - minor procedure	\$35
09220	Deep sedation/general anesthesia - first 30 minutes	\$140
09221	Deep sedation/general anesthesia - each additional 15 minutes	\$50
02140	Amalgam - one surface - primary or permanent	\$45
02150	Amalgam - two surfaces - primary or permanent	\$55
02160	Amalgam - three surfaces - primary or permanent	\$70
02161	Amalgam - four or more surfaces - primary or permanent	\$80
02330	Resin-based composite - one surface, anterior	\$55
02331	Resin-based composite - two surfaces, anterior	\$70
02332		\$80
	Resin-based composite - three surfaces, anterior	\$95
02335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	
02336	Resin-based composite crown (anterior-primary)	\$95
02391	Resin-based composite - one surface, posterical parament or primary	\$60
02392	Resin-based composite - two surfaces, positrior - permanent or primary	\$75
02393	Resin-based composite - three surfaces, posterior - permanent or primary	\$95
02394	Resin-based composite - four or more surfaces, posterior	\$115
02410	Gold foil - one surface	\$50
02420	Gold foil - two surfaces	\$200
07111	Coronal recement - de idu ous tooth	\$40
07140	Extraction, erupted to the or expose a coot (elevation and/or forceps removal)	\$50
05410	Adjust complete lenture - maxillary	\$25
05411	Adjus : comp et e denture - mand ibular	\$25
05421	Adjust part al denture - maxillary	\$25
05422	Adjust partial denture - mandibular	\$25
05510	Repair broken complete denture base	\$60
05520	Replace missing or broken teeth - complete denture (each tooth)	\$50
05610	Repair resin denture base	\$60
05620	Repair cast framework	\$75
05630	Repair or replace broken clasp	\$75
05640	Replace broken teeth - per tooth	\$50
05650	Add tooth to existing partial denture	\$60
05660	Add clasp to existing partial denture	\$75
05670	Replace all teeth and acrylic on cast metal framework (maxillary)	\$175
05671	Replace all teeth and acrylic on cast metal framework (mandibular)	\$175
05710	Rebase complete maxillary denture	\$175
05711	Rebase complete mandibular denture	\$175
05720	Rebase maxillary partial denture	\$175
05721	Rebase mandibular partial denture	\$175
05730	Reline complete maxillary denture (chairside)	\$100

05731	Reline complete mandibular denture (chairside)	\$100
05740	Reline maxillary partial denture (chairside)	\$100
05741	Reline mandibular partial denture (chairside)	\$100
05750	Reline complete maxillary denture (laboratory)	\$150
05751	Reline complete mandibular denture (laboratory)	\$150
05760	Reline maxillary partial denture (laboratory)	\$150
05761	Reline mandibular partial denture (laboratory)	\$150
05850	Tissue conditioning, maxillary	\$50
05851	Tissue conditioning, mandibular	\$50
06930	Recement fixed partial denture	\$50

# **AGENT INFORMATION**

NAME JOHN BERKOWITZ **ADDRESS & TELEPHONE NUMBER** 

C/O MGA National Marketing Grp
22 Tournament Dr S
Hawthorn Wood IL 60047
(847)550-1444

## DENTAL INDEMNITY INSURANCE POLICY

Limited Benefit Policy - This plan provides benefits for dental treatment only.

The insurance described in this Policy is effective on the date shown in the Policy Schedule only if You are eligible for the insurance, become insured, and remain insured subject to the terms, limits and conditions of this plan. This Policy is evidence of Your coverage. This Policy is issued and delivered in the State of Georgia.

This Policy is issued based on the statements and agreements in the application/enrollment form and during the enrollment process, any other amendments or supplements and payment of the required premium. This Policy may be changed. If that happens, You will be notified of any such changes.

# RIGHT TO EXAMINE POLICY FOR 30 DAYS

If You are not satisfied, return the Policy to Us or Our agent within 30 days after You have received it. All premiums will be refunded and Your coverage will be void from the Fift ctive Date.

# IMPORTANT NOTICE CONCEPNING STATEMENTS IN YOUR APPLICATION/ENROLL WITH FORM FOR INSURANCE

Please read the copy of the application/enrollment form a included with this Policy. We issued this coverage in reliance upon the accuracy and completer as of the information provided in the application/enrollment form and during the enrollment process. If an aterial omission or hisstatement is made in the application/enrollment form, We have the hight to deny any chain, rescind the coverage and/or modify the terms of the coverage or the premium amount, subject to the Incontestability and Time Limit on Certain Defenses provision. Carefully the kithe application/enrollment form and, if any information shown in the application/enrollment form is not correct and complete, write to Us at the address above, within 10 days.

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Secretary

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This Policy is guaranteed renewable until age 70 years. We may change premium for this Policy if We change premiums for all policies within the same class.

This Policy automatically renews except for as stated in the
Effective Date and Termination Date section.
Read Your Policy carefully to understand coverage limitations and termination provisions.

# **GUIDE TO YOUR COVERAGE**

The sections of the Policy appear in the following order:

II Dental Indemnity Insurance Benefits

III Exclusions and Limitations

IV Claim Provisions

V Premium Provisions

VI Effective Date and Termination Date

VII Other Provisions

Sample 1110

#### I. Definitions

When reading this Policy, terms with a defined meaning will have the first letter of each word capitalized for easy identification. The capitalized terms used in this plan are defined below. Just because a term is defined does not mean it is covered. Please read the Policy carefully.

#### **Accident or Accidental**

Any event that meets all of the following requirements:

- 1. it causes harm to the physical structure of the body.
- 2. it results from an external agent or trauma.
- 3. it is the direct cause of a loss, independent of disease, dental infirmity or any other cause.
- 4. it is definite as to time and place.
- 5. it happens involuntarily, or entails unforeseen consequences if it is the result of an intentional act.

## **Basic Dental Services**

Only those dental services specifically listed by procedure code on the Polic, Schedule as Basic Dental Services.

# **Benefit Waiting Period**

The period of time coverage must be in force before a Covered Person is eligible for payment of a particular type of benefit. Any applicable Benefit Waiting Period and its term will be shown on the Policy Schedule. Multiple Benefit Waiting Periods may apply and run concurrently under this plan.

#### Calendar Year

The period beginning on January 1 of any y ar and ending (n Lecenber 31 of the same year.

## **Cosmetic Services**

A surgery, procedure, injection, an editation, or treatment primarily designed to improve appearance, self-esteem or body image and/or to relieve or preven social, emotional or psychological distress.

## Covered Dependent

A person who meets the uefinition of a Dependent and is enrolled and eligible to receive benefits under this plan, as shown on the Policy Schedule.

# **Covered Person**

A person who is enrolled and eligible to receive benefits under this plan, as shown on the Policy Schedule.

## **Dentally Necessary and Dental Necessity**

Dental Treatment rendered to diagnose or treat a dental condition unless it is a Dental Preventive Services procedure as stated in the Policy Schedule. The Dental Treatment must be essential for the care of the teeth and supporting tissues. We must determine that such care:

- 1. is appropriate and consistent with the diagnosis and does not exceed in scope, duration or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis and treatment of the dental condition; and
- 2. is commonly accepted as proper care or treatment of the condition in accordance with United States dental standards and federal government guidelines; and
- 3. can reasonably be expected to result in or contribute substantially to the improvements of a condition; and
- 4. is provided in the most conservative manner or in the least intensive setting without adversely affecting the condition or the quality of dental care provided.

The fact that a Dental Hygienist, Dentist, or other dental care provider, facility or supplier may prescribe, order, recommend or approve a Dental Treatment does not, of itself, make the Dental Treatment Dentally Necessary for the purpose of determining eligibility under this Policy.

#### Dentist

A person licensed to practice dentistry by the state, or other geographic area within the United States and its territories, in which the covered procedure is rendered. The Dentist must be practicing within the limits of his or her license and in the geographic area in which he or she is licensed.

# **Dental Hygienist**

A person licensed as dental hygienist by the state, or other geographic area within the United States and its territories, in which the covered procedure is rendered. The Dental Hygienist must be practicing within the limits of his or her license and in the geographic area in which he or she is licensed.

#### **Dental Preventive Services**

Only those Dental Preventive Services specifically listed by procedure code on the Policy Schedule as Dental Preventive Services.

# Dependent

A Dependent is:

- 1. the Policyholder's lawful spouse; or
- 2. the Policyholder's naturally born child, legally adopted child, a child that is placed for adoption with the Policyholder, a stepchild, a child for whom the Policyholder is required to provide coverage product of a court or administrative order:
  - a. who is unmarried; and
  - b. who is age 19 or younger.

If Your unmarried child is age 20 or o'der the child will be considered a Dependent if You give Us proof that:

- 1. the child has been a rollea for 5 calendar n onths or more as a full-time student at an accredited educational institution college or universal; and if not so enrolled, would have been eligible to be enrolled and was provented from being enrolled due to Sickness or Injury. A student will be considered full-time if the student meets the standards for full-time status at the school the student is attending. A student will be considered full-time during regular vacation periods that interrupt, but do not terminate, the continuous full-time course of study; or
- 2. the child is not capable of self-sustaining employment by reason of mental retardation or physical disability as determined by the Georgia Department of Human Resources and is chiefly dependent on the Policyholder for support and maintenance. You must give Us proof that the child meets these requirements at the same time that You first enroll for coverage under this plan or within 31 days after the child reaches the limiting age for termination. Additional proof may be requested periodically but not more often than annually after the 2-year period following the date the child reaches the limiting age for termination.

A child will no longer be a Dependent on the earliest of the date that he or she:

- 1. is no longer a full-time student; or
- 2. is no longer required to be covered pursuant to a court or administrative order; or
- 3. attains age 26; or
- 4. marries; or
- 5. is over the limiting age and is capable of self-sustaining employment because he or she is no longer

incapacitated by reason of mental retardation or physical disability as determined by the Georgia Department of Human Resources.

If only Dependent children are covered under this plan, the youngest child will be considered the Policyholder. All siblings of the Policyholder will be considered Covered Dependents if they meet the requirements above.

#### **Effective Date**

The date coverage under this plan begins for a Covered Person as stated on the Policy Schedule. The Covered Person's coverage begins at 12:01 a.m. local time in the state of issuance on the Effective Date approved by Us.

# **Emergency Dental Treatment**

Any Dentally Necessary service, procedure, or supply which is rendered as the direct result of unforeseen events or circumstances which require prompt attention.

# **Experimental or Investigational Services**

Treatment, services, supplies or equipment which, at the time the treatment is rendered, We determine are:

- 1. not proven to be of benefit for diagnosis or treatment of the dental condition; or
- 2. not generally used or recognized by the medical or dental community as safe, effective and appropriate for diagnosis or treatment; or
- 3. in the research or investigational stage, provided or performed in a special setting for research purposes or under a controlled environment or clinical protocol, or
- 4. obsolete or ineffective for the treatment; or
- 5. medications used for non-FDA approved in lications and '/o' do sage regimens.

#### Family Plan

A plan of insurance covering the Policy Policy Policy Policy Policy Schedule.

# Functioning Natural 1 oot 1 (Teeth)

A healthy tooth with normal function in the mastication process in the upper or lower arch and that is opposed in the other arch by another tooth or prosthetic replacement. For purposes of this Policy, third molars are not considered Functioning Natural Teeth.

#### **Home Office**

Our office in Milwaukee, Wisconsin or other administrative offices as indicated by Us.

### **Immediate Family Member**

An Immediate Family Member is:

- 1. You or Your spouse; or
- 2. the children, brothers, sisters and parents of either You or Your spouse; or
- 3. the spouses of the children, brothers and sisters of You and Your spouse; or
- 4. anyone with whom a Policyholder has a relationship based on a legal guardianship.

#### Injury

Accidental bodily damage, independent of all other causes, occurring unexpectedly and unintentionally.

#### Policy

The contract issued by Us to the Policyholder for benefit of Covered Persons.

# Policyholder

The person listed on the Policy Schedule as the Policyholder.

# **Policy Year**

The period beginning on the month and day of the Effective Date in any year and ending on the same month and day as the Effective Date in the following year.

# Sickness

A disease or illness of a Covered Person. Sickness does not include a family history of a disease or illness or a genetic predisposition for the development of a future disease or illness.

# Single Plan

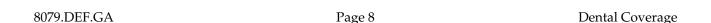
A plan of insurance covering only the Policyholder as shown in the Policy Schedule.

# We, Us, Our, Our Company

Time Insurance Company or its administrator.

## You, Your, Yours

The person listed on the Policy Schedule as the Policyholder.



# **II. Dental Indemnity Insurance Benefits**

WE WILL PAY BENEFITS ONLY FOR THE SERVICES AND SUPPLIES LISTED AS DENTAL BENEFITS IN THIS SECTION OF THE PLAN. HOW BENEFITS ARE PAID AND THE MAXIMUM BENEFIT FOR THE COVERED SERVICES AND SUPPLIES LISTED IN THIS SECTION ARE SHOWN IN THE POLICY SCHEDULE.

# REFER TO THE EXCLUSIONS SECTION FOR SERVICES AND SUPPLIES THAT ARE NOT COVERED UNDER THIS POLICY.

Benefits paid under this section are subject to any maximum benefit limitation provided under this plan. Benefits are subject to all the terms, limits and conditions in this plan.

We will not pay benefits for Dental Treatment rendered during a Covered Person's Benefit Waiting Period. A Benefit Waiting Period only applies if it is shown in the Policy Schedule. Benefits are available from the first day Covered Charges are incurred for a Dental Injury that is sustained on or after the Covered Person's Effective Date.

We pay only for Dental Treatment, according to the following classifications and subject to the benefit amounts provided on the Policy Schedule, when Dentally Necessary and provided by a Dentist or Dental Hygienist licensed to perform such procedure or treatment:

#### **Dental Preventive Benefits**

We will pay the benefit shown on the Policy Schedule for Dental Preventive Services. All preventive visits must be separated by at least 150 calendar days for benefits to be payable. The benefit amount is paid only once regardless of the number of Dental Preventive Services in rovided during any one visit. To be eligible for benefits, Dental Preventive Services must be rendered by a licensed Dentist or Dental Hygienist.

#### **Basic Dental Services Benefits**

We will pay the Scheduled Benefit for Bas. 1. De Ital Services at show on the Policy Schedule. The Scheduled Benefit will be reduced by 50% for all 3as c Dental Services rendered during the first Policy Year following the Effective Date of coverage. There are the full is heduled Benefit will be paid for covered Basic Dental Services. All benefits for Basic Dental Services rendered during the same Calendar Year are subject to the maximum Calendar Year be sent to Basic Dental Services shown on the Policy Schedule.

#### III. Exclusions and Limitations

#### **Limited Benefits**

This Policy pays limited, fixed indemnity benefits for Dental Treatments only. See the Policy Schedule for the limited benefit amounts and maximum benefit limitations.

#### Evelusions

We will not pay benefits for any of the following:

- 1. any procedure or treatment not shown on the Policy Schedule.
- 2. any procedure rendered during an applicable Benefit Waiting Period.
- 3. any amount in excess of a Calendar Year or lifetime maximum benefit limitation.
- 4. Dental Preventive Benefits when there is less than 150 calendar days between the dates of service for Dental Preventive Services.
- 5. all Experimental or Investigative Services.
- 6. any procedure performed by a person other than a Dentist or Dental Hy, ienist.
- 7. any procedure performed by a Covered Person's Immediate Family Moriber.
- 8. all services that are not Dentally Necessary.
- 9. repairs to dental work less than 180 calendar days fallowing completion of the initial procedure.
- 10. prosthetics replaced less than 5 years following the previous placement.
- 11. crowns replaced less than 5 years following the previous placement.
- 12. inlays or onlays replaced less than 5 years following the last placement.
- 13. dental implants or the ren oval of implants
- 14. Cosmetic Services, unless performed to correct a functional disorder.
- 15. services performed outside the United States and its territories and Canada except for services that are received for Emergency Dental Treatment.
- 16. replacement of any tooth missing prior to the Effective Date.
- 17. placement of full or partial dentures, whether removable or fixed, including a Maryland Bridge, unless replacing a Functioning Natural Tooth extracted after the Effective Date and not within a Benefit Waiting Period.
- 18. for Covered Persons under age 16, inlays, onlays, bridgework or crowns except for stainless steel or plastic crowns.
- 19. any charge or procedure for treatment required because of Dental Injury or disease due to:
  - a. war or any act of war, whether declared or undeclared.
  - b. participation in the military service of any country or international organization, including non-military units supporting such forces.
  - c. charges for Sickness or Injury caused or aggravated by attempted suicide or intentionally self-inflicted Sickness or Injury.
  - d. taking part in a riot or insurrection, or an act of riot or insurrection.
  - e. participating in, voluntarily attempting to commit or commission of a felony or engaging in an illegal occupation at the time of an Accident.

- f. being intoxicated or under the influence of any narcotic unless administered on the advice of a physician.
- g. riding in any aircraft not licensed to carry passengers or not operated by a duly licensed pilot.
- h. charges for treatment or services required due to an Injury sustained in operating a motor vehicle while the Covered Person's blood alcohol level, as defined by law, was .08 or higher. This exclusion applies whether or not the Covered Person is charged with any violation in connection with the Accident.
- 20. procedures rendered before the Effective Date or after the termination date of coverage.
- 21. orthodontic treatment and services.

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#### **IV. Claim Provisions**

Most providers will file claims directly with Us. You are responsible for filing a claim with Us if the provider does not file it. The following provisions tell You how to file claims with Us.

## **Notice of Claim**

We must receive written or electronic notice of the services that were received for which the claim is made. Notice must be provided to Us within 60 days after a covered loss occurs or as soon as reasonably possible. Notice given by You or on Your behalf to Us at 501 West Michigan, Milwaukee, Wisconsin, 53203 or any other address which We may provide to You or to any authorized agent of Us, with information sufficient to identify You, shall be deemed notice to Us.

#### Claim Forms

Upon receipt of a notice of claim, We will furnish to the claimant such forms as are usually furnished for filing proof of loss. If such forms are not furnished within 10 working days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

#### **Proof of Loss**

Written proof of loss must be furnished to Us at 501 West Michigan, Milv auke, Wisconsin, 53203 or any other address which We may provide to You. In case of claim for loss of which this Policy provides any periodic payment contingent upon continuing loss, proof of loss in ust be furnished within 90 days after the termination of the period for which We are liable. In case of claim for any other loss, proof of loss must be furnished within 180 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

The proof of loss must include all of the following:

- 1. Your name and Policy number
- 2. the name of the Covered Purson who incorred the claim.
- 3. the name and address of the provider of the services.
- 4. an itemized bill from the provider of the services that includes the Dental Treatment performed in terms of the American Dental Association Uniform Code on Dental Procedures and Nomenclature or by narrative description.

When We receive written or electronic proof of loss, We may require additional information. You must furnish all items We decide are necessary to determine Our liability in accordance with the Right to Collect Information provision in this section. We will not pay benefits if the required information or authorization for its release is not furnished to Us. We reserve the right to request X-rays, narratives and other diagnostic information, as We see fit, to determine benefits.

# **Right to Collect Information**

To determine Our liability, We may request additional information from a Covered Person, Dentist, Dental Hygienist, facility, or other individual or entity. A Covered Person must cooperate with Us, and assist Us by obtaining the following information within 30 days of Our request. Charges will be denied if We are unable to determine Our liability because a Covered Person, Dentist, Dental Hygienist, facility, or other individual or entity failed to:

- 1. authorize the release of all medical and dental records to Us and other information We requested for pending claims under this Policy.
- 2. provide Us with information We requested about pending claims.

- 3. provide Us with information that is accurate and complete.
- 4. have any examination completed as requested by Us.

Such charges may be considered for benefits upon receipt of the requested information, provided all necessary information is received prior to expiration of the time allowed for submission of claim information as set forth in this Claim Provisions section.

# **Physical Examination**

We have the right to have a provider of Our choice examine a Covered Person when and as often as We may reasonably require during the pendency of a claim for benefits. These exams will be paid by Us.

# **Payment of Claims**

Benefits will be paid within 15 working days of Our receipt of due written or electronic proof of loss. Benefits for services provided will be paid to the Policyholder unless they have been assigned to a provider. Any benefits unpaid at Your death will be paid at Our option to Your spouse, Your estate or the providers of the services.

If a claim or a portion of the claim is contested by Us, You shall be notified in writing that the claim is contested or denied within 15 working days after receipt of the claim by Us. The notice that a claim is contested shall identify the contested portion of the claim and the reasons for contesting the claim.

Upon receipt of any additional information requested from You, We will pay or deny the contested portion within 15 working days. All over due payments shall bear simple interest at the rate of 18 percent per year.

We will pay dental claims when coded according to the An e ican Dental Association Uniform Code on Dental Procedures and Nomenclature or Current Dental Terminology (CDT) manual. We will not pay for: charges that are billed separately as professional services when the procedure requires only a technical component; or charges that are billed incorractly or billed separately but are an integral part of another billed service, as determined by Us; or other claims that are improperly billed; or duplicates of previously received or processed claims.

Any amount We pay in good faith vill release Us from further liability for that amount. Payment by Us does not constitute any assumption of liability for further coverage under this plan.

#### **Overpayment**

If a benefit is paid under this plan and it is later shown that a lesser amount should have been paid, We will be entitled to recover the excess amount from You or the person or entity receiving the incorrect payment.

## Claims Involving Misrepresentation or Fraud

Claims will be denied in whole or in part in the event of misrepresentation or fraud by a Covered Person or a Covered Person's representative. If benefits are paid under this plan and it is later shown the claims for these benefits involved misrepresentation or fraud, We will be entitled to a refund from You or the person or entity receiving the payment.

If the Covered Person, or anyone acting on the Covered Person's behalf, knowingly files a fraudulent claim, claims may be denied in whole or in part, coverage may be terminated or rescinded, and the Covered Person may be subject to civil and/or criminal penalties.

### Workers' Compensation Not Affected

Insurance under this plan does not replace or affect any requirements for coverage by workers' compensation insurance. If state law allows, We may participate in a workers' compensation dispute arising from a claim for which We paid benefits.

#### Claim Appeal

You have the right to request a review of all adverse claim decisions. A review must be requested in writing within 180 days following Your receipt of the notice that the claim was denied or reduced.

#### V. Premium Provisions

#### Consideration

This plan is issued based on the statements and agreements in the Covered Person's application/enrollment form and during the enrollment process, any exam of a Covered Person that is required, any other amendments or supplements to the application/enrollment form and payment of the required premium. Each renewal premium is payable on the due date subject to the Grace Period provision in this section.

# **Premium Payment**

The initial premium must be paid on or before the due date for this coverage to be in force. Subsequent premiums are due as billed by Us. Each renewal premium must be received by Us on its due date subject to the Grace Period provision in this section. Premiums must be received in cash or check at Our office on the date due. We may agree to accept premium payment in alternative forms, such as credit card or automatic charge to a bank account. We reserve the right to dishonor any such agreement for payment of premium during the grace period if We tried to obtain payment for the amount due using the alternative method but were unsuccessful.

Your premium may be adjusted from time to time based on different factors including, but not limited to, Your geographic area, payment method and plan design. All premium adjustments will be made to individuals on the basis of shared characteristics. The premium may also change if You add or delete Covered Dependents, change the payment method, move to another zip ode or otherwise change the coverage. The mode of payment (monthly, quarterly or other) is subject to change at Our discretion.

#### **Grace Period**

There is a grace period of 31 days for the payment of each promum due after the initial premium during which time the Policy will remain in force. If the full premium due is not received at Our Home Office by the end of the grace period, the coverage will end on the date that the grace period ends. If any claims become payable during the grace period, any impaid premium due will be deducted from the claim payment. If the premium is received during or by the end of the grace period, coverage will continue without interruption unless You call (fur price or give ) is written notice to cancel the coverage.

#### Reinstatement

If any premium is not poid within the required time period, coverage for You and any Covered Dependents will lapse. The coverage vill'be reinstated only if all of the following requirements are met:

- 1. the lapse was not more than 180 days.
- 2. You submit an application/enrollment form for reinstatement to Us along with the required premium payment. Submission of premium to Your agent is not submission of premium to Us. We may require payment of unpaid premium during the lapsed period, but not to any period prior to the date occurring 60 days before the reinstatement date.
- 3. We approve Your application/enrollment form for reinstatement.

The coverage will be reinstated on the date We approve Your application/enrollment form for reinstatement. If We have not responded to Your application/enrollment form for reinstatement by the 45th day after We receive the application/enrollment form, the coverage will be reinstated on that date. If the coverage is reinstated, the loss resulting from an Injury will only be covered only if the Injury is sustained on or after the date of reinstatement. Benefits under the Policy will not be paid for dental Sickness or conditions diagnosed between the lapse date and the tenth day following the date of reinstatement.

In all other respects, You and Our Company will have the same rights as existed under this plan before the coverage lapsed, subject to any provisions included with or attached to this plan in connection with the reinstatement.

# **Covered Dependent Conversion**

A Covered Dependent may be eligible to convert to another dental plan that We issue which provides coverage most nearly similar to the coverage in this Policy in the Covered Dependent's state of residence at

the time coverage terminates under this plan if:

- 1. the Covered Dependent's insurance terminates due to a valid decree of divorce between the Policyholder and the Covered Dependent; or
- 2. the Covered Dependent's insurance terminates due to the death of the Policyholder; or
- 3. a Covered Dependent child's insurance terminates because the child no longer meets the eligibility requirements for a Dependent.

To obtain conversion coverage, the Covered Dependent must submit a written application/enrollment form and the required premium to Us within 45 days after coverage under this plan terminates. Evidence of insurability will not be required. Coverage will be provided on the dental insurance form that We offer for providing conversion coverage at that time. However, the conversion plan may provide different benefit levels, covered services and premium rates. Any and all probationary or waiting periods set forth in the conversion plan shall be considered as being met to the extent coverage was in force under this plan.

If written enrollment is not made within 45 days following the termination of insurance under this plan, conversion coverage may not be available.

The conversion coverage will take effect at 12:01 a.m. local time at the covered person's residence on the day after coverage under this plan terminates. Benefits paid under the new plan cannot exceed any applicable maximum benefit that would have otherwise been paid under the 'erris' of this Policy if coverage under this Policy would have remained in force.

# VI. Effective Date and Termination Date

# Eligibility and Effective Date of Policyholder

A person who is eligible may elect to be covered under this plan by completing the enrollment process and submitting any required premium. You must be a resident of the state where this plan is issued. Your coverage will take effect at 12:01 a.m. local time in the state of issuance on the Effective Date approved by Us.

If the Policyholder moves to a different state after the Effective Date, We will replace this Policy with a similar plan that is issued in the Policyholder's new state of residence. Coverage under the new plan will be effective on the date the Policyholder becomes a resident of the new state. If the Policyholder moves to a state where We do not provide insurance coverage under a plan similar to this Policy, We reserve the right to terminate this coverage for You and any Covered Dependents.

# Eligibility and Effective Date of Dependents

The following information explains how You can obtain coverage for any Dependents that You want to add to Your plan. A Dependent can be added after the Policyholder's Effective Date. To be covered under this plan, a person must meet the Dependent definition in this plan and is subject to the additional requirements below:

- **1. Adding a Newborn Child:** You must call Our office or send Us written; otice of the birth of the child and We must receive any required additional premium within 60 days of wirth. The Effective Date of coverage will be 12:01 a.m. local time at the Policyholder's state our saddness on the date the child is born. If these requirements are not met, Your newborn child will be lovered only for the first 31 days from birth.
- 2. Adding an Adopted Child or Child Placed for Adoption. A newly adopted child can be added on the date the child is placed with the Policyholder in an icipation of legal adoption and the Policyholder assumes a legal obligation for support of the child or on the date of the final decree of adoption, whichever occurs first. You must call Ord office or send Us written notice of the placement for adoption of the child or final decree of adoption in the We musc receive any required additional premium within 60 days of the placement for adoption or final decree of adoption or final decree of adoption, whichever occurs lirst. If these requirements are not met, Your newly adopted child will be covered for only the first 31 days from the earlier of the final decree of adoption or placement for adoption. A child is no longer considered adopted if, prior to legal adoption, You relinquish legal obligation for support of the child and the child is removed from placement.
- **3.** Adding Any Other Dependent: To add any other Dependent, an application/enrollment form must be completed and sent to Us along with any required premium. Evidence of insurability must also be provided. The Effective Date of coverage will be 12:01 a.m. local time in the state of issuance on the Effective Date approved by Us.

#### **Termination Date of Coverage**

The Policyholder may cancel this coverage at any time by sending Us written notice or calling Our office. Upon cancellation, We will return the unearned portion of any premium paid, in accordance with the laws in the Policyholder's state of residence.

This coverage will terminate at 12:01 a.m. local time at the Policyholder's state of residence on the earliest of the following dates:

- 1. the date We receive a request in writing or by telephone to terminate this plan or on a later date that is requested by the Policyholder for termination.
- 2. the date We receive a request in writing or by telephone to terminate coverage for a Covered Dependent or on a later date that is requested by the Policyholder for termination of a Covered Dependent.
- 3. the date this plan lapses for nonpayment of premium per the Grace Period provision in the Premium Provisions section.

- 4. the date there is fraud or material misrepresentation made by or with the knowledge of any Covered Person applying for this coverage.
- 5. on the date the Policyholder moves to a state where We do not provide insurance coverage under the same plan as this Policy, We reserve the right to terminate this coverage.
- 6. for a Covered Dependent: on the date a Covered Dependent no longer meets the Dependent definition in this plan.
- 7. the anniversary date of this Policy following the Policyholder's 70th birthday.

Sample 1110

#### **VII. Other Provisions**

## Assignment

A Covered Person's right to benefits under this Policy is assignable. A signed copy of the assignment must be sent to Our Home Office in a form acceptable to Us. The assignment is subject to any payment made or other action taken before We receive the assignment.

# Modification of Policy or Coverage

The Policy may be changed at any time. We will give You 60 days notice prior to any change. We will not change provisions of this Policy without Your written consent. No change in the Policy will be valid unless approved by one of Our executive officers and included with this Policy. No agent or other employee of Our Company has authority to waive or change any plan provision or waive any other applicable enrollment or application requirements.

We may modify the insurance coverage for You and any Covered Dependents. This modification will be consistent with state law and will apply uniformly to all policies in the state of issue with Your plan of coverage. You will be notified of any change.

## **Clerical Error**

If a clerical error is made by Us, it will not affect the insurance to which a Co ered Person is entitled. Delay or failure to report termination of any insurance will not continue the insurance in force beyond the date it would have terminated according to this Policy. The premium charges will be adjusted as required, but not for more than two years prior to the date the error was found. If the premium was overpaid, We will refund the difference within 15 working days of the date We become two that an overpayment of premium has occurred. If the premium was underpaid, the difference must be paid to Us within 60 days of Our notifying You of the error.

# **Conformity with State Statutes**

If this plan, on its Effective Date, is in conflict with any applicable federal laws or laws of the state where it is issued, it is changed to meet the minimum requirement of these laws. In the event that new or applicable state or federal laws are enacted which conflict with current provisions of this plan, the provisions that are affected will be administered in accordance with the new applicable laws, despite anything in the plan to the contrary.

## **Enforcement of Plan Prov. sions**

Failure by Us to enforce or require compliance with any provision within this plan will not waive, modify or render any provision unenforceable at any other time, whether the circumstances are the same or not.

#### **Entire Contract**

This Policy is issued to the Policyholder. The entire contract of insurance includes the Policy, a Covered Person's application/enrollment form, and any riders and endorsements. A copy of the application/enrollment form shall be included when the Policy is issued.

#### Representations

In the absence of fraud, all statements made on the application/enrollment form will be deemed representations and not warranties. This provision does not preclude defenses based upon provisions relating to eligibility. No statement made in the application/enrollment form will be used in any suit or action at law or equity unless a copy of the application/enrollment form is furnished to the Policyholder, or in the event of death or incapacity of the Policyholder, a copy will be furnished to the Policyholder's beneficiary or personal representative.

#### Misstatements

If a Covered Person's material information has been misstated and the premium amount would have been different had the correct information been disclosed, an adjustment in premiums may be made based on the corrected information. In addition to adjusting future premiums, We may require payment of past premiums at the adjusted rate to continue coverage. If the Covered Person's age is misstated and coverage would not have been issued based on the Covered Person's true age, Our sole liability will be to refund all of

the premiums paid for that Covered Person's coverage, minus the amount of any benefits paid by Us.

# Incontestability and Time Limit on Certain Defenses

Within the first two years after the Effective Date of coverage, We have the right to rescind or modify Your Policy of insurance coverage and/or deny a claim for a Covered Person if the application/enrollment form contains an omission or misrepresentation, whether intended or not, which We determine to be material. We also reserve the right to rescind a Policy of insurance and/or deny a claim for a fraudulent misstatement or omission at any time during the coverage period.

# **Legal Action**

No suit or action at law or in equity may be brought to recover benefits under this plan prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No suit or action at law or in equity can be brought after the expiration of 3 years from the time written proof of loss is required to be furnished.



Time Insurance Company 501 W. Michigan Street P.O. Box 624 Milwaukee, WI 53201-0624

# DENTAL INDEMNITY INSURANCE OUTLINE OF COVERAGE FOR POLICY FORM 8079.POL.GA

#### THE POLICY PROVIDES LIMITED BENEFITS

# THE POLICY PROVIDES COVERAGE FOR DENTAL BENEFITS ONLY AND DOES NOT PROVIDE REIMBURSEMENT OF MEDICAL EXPENSES

## THIS IS NOT A MEDICARE SUPPLEMENT POLICY

**READ YOUR POLICY CAREFULLY:** This outline of coverage provides a very brief description of the important features of the Policy. This is not the insurance Policy and only the actual Policy provisions will control. The Policy itself sets forth in detail the rights and obligations of both You and Time Insurance Company. It is, therefore, important that You READ YOUR POLICY CAPLEULLY!

**DENTAL INDEMNITY COVERAGE:** Policies of this category are designed to provide, to the person insured, benefits when specified dental procedures are rendered subject to any limitations set forth in the Policy and in the amount shown on the Policy Schedule. Coverage is not provided for basic hospital, basic medical-surgical or major medical expenses.

#### DENTAL COVERAGE INFORMATION

**Dental Preventive Benefits:** We will pay in *D* intal Preventive Per efit of \$75, regardless of the number of visits to a Dentist or Dental Hygienist or the number of privice, received, every 150 calendar days. Dental Preventive Benefits are limited to an alimum benefit of \$150 per Calendar Year.

Basic Dental Services 2 on fix. We will pay the Scheduled Benefit for Basic Dental Services as show on the Policy Schedule. The Scheduled Benefit will be reduced by 50% for all Basic Dental Services rendered during the first Policy Year following the Effective Date of coverage. All benefits for Basic Dental Services rendered during the same Calendar Year are subject to a maximum Calendar Year benefit limitation of \$500.

### **EXCLUSIONS AND LIMITATIONS:**

This Policy pays limited, fixed indemnity benefits for Dental Treatments only. See the Policy Schedule for the limited benefit amounts and maximum benefit limitations.

We will not pay benefits for any of the following:

- 1. any procedure or treatment not shown on the Policy Schedule.
- 2. any procedure rendered during an applicable Benefit Waiting Period.
- 3. any amount in excess of a Calendar Year or lifetime maximum benefit limitation.
- 4. Dental Preventive Benefits when there is less than 150 calendar days between the dates of service for Dental Preventive Services.
- 5. all Experimental or Investigative Services.
- 6. any procedure performed by a person other than a Dentist or Dental Hygienist.
- 7. any procedure performed by a Covered Person's Immediate Family Member.

- 8. all services that are not Dentally Necessary.
- 9. repairs to dental work less than 180 calendar days following completion of the initial procedure.
- 10. prosthetics replaced less than 5 years following the previous placement.
- 11. crowns replaced less than 5 years following the previous placement.
- 12. inlays or onlays replaced less than 5 years following the last placement.
- 13. dental implants or the removal of implants.
- 14. Cosmetic Services, unless performed to correct a functional disorder.
- 15. services performed outside the United States and its territories and Canada except for services that are received for Emergency Dental Treatment.
- 16. replacement of any tooth missing prior to the Effective Date.
- 17. placement of full or partial dentures, whether removable or fixed, including a Maryland Bridge, unless replacing a Functioning Natural Tooth extracted after the Effective Date and not within a Benefit Waiting Period.
- 18. for Covered Persons under age 16, inlays, onlays, bridgework or c.o 'ns except for stainless steel or plastic crowns.
- 19. any charge or procedure for treatment required because of Dental Injury or disease due to:
  - a. war or any act of war, whether declared of unceclared.
  - b. participation in the military service from country or it terrational organization, including non-military units supporting such forces.
  - c. charges for Sickness or Injury caused or aggravated by attempted suicide or intentionally self-inflicted Sickness or Injury.
  - d. taking part in a riot or it surrection, or an act of riot or insurrection.
  - e. participating in, volume or villy attempting to commit or commission of a felony or engaging in an illegal occupation at the time of an Accident.
  - f. being intoxicated or under the influence of any narcotic unless administered on the advice of a physician.
  - g. riding in any aircraft not licensed to carry passengers or not operated by a duly licensed pilot.
  - h. charges for treatment or services required due to an Injury sustained in operating a motor vehicle while the Covered Person's blood alcohol level, as defined by law, was .08 or higher. This exclusion applies whether or not the Covered Person is charged with any violation in connection with the Accident.
- 20. procedures rendered before the Effective Date or after the termination date of coverage.
- 21. orthodontic treatment and services.

**RENEWABILITY PROVISION:** The policy is guaranteed renewable until 12:01 a.m. local time at the Policyholder's state of residence on the earliest of the following dates:

- 1. the date We receive a request in writing or by telephone to terminate this plan or on a later date that is requested by the Policyholder for termination.
- 2. the date We receive a request in writing or by telephone to terminate coverage for a Covered Dependent or on a later date that is requested by the Policyholder for termination of a Covered Dependent.
- 3. the date this plan lapses for nonpayment of premium per the Grace Period provision in the Premium Provisions section.

- 4. the date there is fraud or material misrepresentation made by or with the knowledge of any Covered Person applying for this coverage.
- 5. on the date the Policyholder moves to a state where We do not provide insurance coverage under the same plan as this Policy, We reserve the right to terminate this coverage.
- 6. for a Covered Dependent: on the date a Covered Dependent no longer meets the Dependent definition in this plan.
- 7. the anniversary date of this Policy following the Policyholder's 70th birthday.

PREMIUM INFORMATION	
Premium Payment Mode: SEMI-ANNUALLY	
INITIAL SEMI-ANNUAL PREMIUM AMOUNT:	\$55.80
INITIAL ANNUAL PREMIUM AMOUNT:	\$111.60

Your premium may be adjusted from time to time based on different factors in cluding, but not limited to, Your geographic area, payment method and plan design. All premium a dividents will be made to individuals on the basis of shared characteristics. The premium reay also change if You add or delete Covered Dependents, change the payment method, move to another zip code or otherwise change the coverage.

Licensed Agent's Signature

Date