

PLATINUM INDIVIDUAL PLAN

An Individual HMO Dental Benefit Policy

Issued and Administered by

MOMENTUM INSURANCE PLANS, INC.

2971 Chapel Valley Road

Madison, Wisconsin 53711

608-729-6500

866-421-6649

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MOMENTUM INSURANCE PLANS, INC.

PLATINUM INDIVIDUAL INSURANCE POLICY

Welcome to Momentum Insurance Plans, Inc. (“Momentum”). We look forward to providing you with general and specialty dental care benefits. Please read this policy carefully to understand the full range of benefits our program offers you. If you have questions, please call us at 866-421-6649.

All terms, conditions and other provisions of this policy are governed by Wisconsin law applicable to limited-scope dental policies. All benefits are paid according to the terms, conditions and provisions of this Policy. Momentum settles claims based upon a methodology which may be less than the provider’s billed charge. Please see page 6 under Your Momentum Dental Provider for more details.

Important Notice Concerning Statements in the Application for this Policy. Your application is a part of this policy; it is attached to the policy. If the application is not complete or has an error please let us know right away. If your answers are incorrect or untrue we may have the right to deny benefits or rescind the policy. If for any reason any part of the application is incorrect please contact us immediately.

Your Right to Return this Policy. Please read this Policy Immediately. If you are not satisfied with this policy for any reason you may notify us within ten (10) days of receiving it and any premium that you have paid will be refunded to you less claims that we have paid. This policy will then be void from the start.

Effective Date. The Effective Date of this policy is the date assigned by Momentum after Momentum accepts your application for coverage.

This Policy renews at the option of Momentum Insurance Plans, Inc.

MEMBER RIGHTS AND RESPONSIBILITIES

Momentum has established a Quality Improvement Committee to identify, evaluate and take steps to improve access to dental care. The Committee also monitors the quality of care you receive. If you experience any problems with Momentum's services or processes please let us know immediately. Only then are we able to address your concerns.

As a policyholder or covered dependent under this policy you are entitled to certain rights and protections. Please review the Member Rights and Responsibilities stated below and take an active role in managing your dental health.

Member Rights

- **To choose:** You have the right to choose a personal dentist from Momentum's network of dental providers.
- **To obtain information:** You have the right to receive information about your rights and responsibilities and to make recommendations concerning this Member Rights and Responsibilities statement. You have the right to obtain information about Momentum and this policy's coverage, exclusions and limitations. You also have the right to (a) receive preventive care information and information on treatment options; and (b) obtain information about how to file a complaint, appeal or grievance.
- **To privacy and confidentiality:** You have the right to privacy and confidentiality in communications with your dental provider and your dental records.
- **To participate in your care:** You have the right to be active in decision-making about treatment and to have candid discussions about appropriate and necessary treatment options for dental conditions, regardless of cost or benefit coverage. You have the right to obtain information about the risks and benefits of treatment; you also have the right to refuse care.
- **To present a complaint, appeal or grievance:** You have the right to voice concerns or complaints and to receive a prompt and fair review by Momentum.
- **To be treated with respect and dignity:** You have the right to be treated with respect and dignity regardless of race, age, gender, sexual orientation or creed.

Member Responsibilities

- **To choose a personal dentist:** You have a responsibility to choose a personal dentist from Momentum's dental network and to establish a relationship with that dentist.
- **To know your benefits and requirements:** You have a responsibility to understand your policy benefits, exclusions and limitations and to follow required procedures. You also have a responsibility to know how to use the provider network and to ask questions about things you do not understand.

- ***To provide accurate information:*** You have a responsibility to provide accurate and complete information about your health history, eligibility and enrollment and to pay any out-of-pocket expenses as they occur.
- ***To participate in your care:*** You have a responsibility to participate in your care by asking questions about your dental health. You also have a responsibility to follow the recommended and agreed upon treatment plan and to make healthy lifestyle choices to maintain your dental health.
- ***To keep appointments:*** You have a responsibility to keep your appointments and to give early notice if you must cancel.
- ***To show consideration and respect:*** You have a responsibility to show consideration and respect to dental providers and dental staff.

YOUR MOMENTUM DENTAL PROVIDER

We ask that you select a personal Momentum dental care provider and visit him or her on a regular basis to receive preventive dental services. Regular dental care promotes optimal dental health and leads to early detection of dental problems.

All benefits under this policy are based on a fee schedule that Momentum has established. The fee is a dollar amount that we have established to which your benefits will be applied. We will never pay more than the established fee minus your deductible and/or coinsurance.

Under this policy:

Your Momentum dentist charges only pre-arranged fees that are guaranteed to be at or below Momentum's fee schedule.

- Your dentist submits claim forms directly to Momentum.
- You are responsible only for any applicable deductible or coinsurance for covered dental procedures.
- You are responsible for the full cost of all non-covered procedures.
- Momentum pays your dentist directly for services rendered to you.

For a list of Momentum dentists visit Momentum's web site at www.momentumplans.com.

DEFINITIONS

Benefit Accumulation Period means the twelve (12) months following the Effective Date shown in the Summary of Benefits section of this Policy.

Benefit or ***Benefits*** means those Dental Procedures that are covered by Momentum under the terms of Your Policy as specified in the Summary of Benefits section.

Coinsurance means the percentage of Momentum's Fee Schedule paid by the Policyholder or Covered Dependent for a specific Benefit each time that Benefit is provided under this Policy, subject to the Covered Percentage.

Coverage Percentage means the percentage of the Fee Schedule paid by Momentum for a specific Benefit as specified in the Summary of Benefits section.

Covered Dependent means a Dependent who (a) is listed on the application that is a part of this Policy; (b) has been accepted by Momentum as a Covered Dependent; and (c) for whom the appropriate Premium has been paid.

Deductible means the specified dollar amount that You or a Covered Dependent must pay each Benefit Accumulation Period before Momentum will pay Benefits. The Deductible is applied to the amount set forth in Momentum's Fee Schedule.

Dental Procedure means dental treatment provided by a Dentist or a licensed hygienist employed by a Dentist and reported to Momentum using the Code on Dental Procedures and Nomenclature (CDT).

Dentist means a person duly licensed to practice dentistry in the State of Wisconsin or in the state or country in which the Dental Procedure is provided.

Dependent means a person other than the Policyholder who has satisfied the criteria for eligibility to enroll for coverage under this Policy.

Effective Date means the date the provisions of this Policy become effective.

Emergency Treatment Outside the Service Area is limited to Emergency treatment to relieve pain and does not include any follow up treatment provided by a provider other than a Momentum Dentist and his or her employees. For this purpose Outside the Service Area means outside of a 50 mile radius of the Members Momentum Dentist.

Emergency and ***Urgent*** mean a serious dental condition that manifests itself by acute symptoms. A dental Emergency is an oral condition that occurs suddenly and creates an Urgent need for professional consultation and/or treatment. The clinical condition may include hemorrhage, infection, pain, and trauma.

Grievance means any dissatisfaction with Momentum, a dental provider or other person who is employed by or associated with Momentum that is expressed in writing by or on behalf of a Policyholder or Covered Dependent.

Initial Period of Coverage is the three (3) month period starting with the Effective Date for which Premium is paid with the application for coverage. Premium for this period is non-refundable. This does not affect your right to return this policy, as previously stated.

Momentum means Momentum Insurance Plans, Inc.

Momentum Fee Schedule means the amounts that Momentum has established and agreed to pay to Dentists for providing services under this Policy.

Policy means this contract, the Summary of Benefits, any endorsements to this contract and the completed application attached to this contract.

Policyholder means a person who (a) has completed and signed the application necessary for coverage under this Policy; (b) who has been accepted by Momentum for coverage under this Policy; and (c) who has paid the appropriate Premium.

Premium means the total fee due for this Policy period.

Summary of Benefits means a listing of the specific Benefits, exclusions and limitations set forth under the terms of this Policy. The Summary of Benefits is attached to this Policy.

Urgent Care Grievance means any dissatisfaction with the administration or claims practices of or provision of services by Momentum that requires immediate attention. An Urgent Care Grievance must be delivered to Momentum in writing, in person or by telephone. See the Grievance Procedures contained in this Policy.

Waiting Period is the period of time after Your Effective Date during which Benefits are not payable under this policy.

We, Us or Our means Momentum Insurance Plans, Inc.

You or Your means the Policyholder.

SUMMARY OF BENEFITS

Deductible Limitations

The Deductible for Dental Procedures is \$50 for You and each Covered Dependent or \$150 per family, per Benefit Accumulation Period.

Maximum Benefit

The maximum total Benefit payable in any Benefit Accumulation Period is limited to the amount specified below.

Your maximum total benefit and the maximum total Benefit for any Covered Dependent per Benefit Accumulation Period for Dental Procedures is \$1,200.

Orthodontic Maximum Benefit

This Policy does not provide an orthodontic Benefit.

Summary of Benefits, Limitations, Coverage and Coinsurance Percentages

This Policy provides the following Benefits subject to the Coverage Percentage listed for each Benefit and subject to any applicable Deductible.

For example, if the Coverage Percentage shown is 80, Momentum will pay 80% of the Fee Schedule amount, after satisfaction of any applicable Deductible. In the same example, the Coinsurance (the amount You or a Covered Dependent must pay) is 20%.

If the Coverage Percentage shown is 0, that Dental Procedure is not covered under this Policy.

Any Waiting Period may be waived for You if You were covered under an employer-sponsored policy within the preceding sixty (60) days of the Effective Date of Your coverage under this Policy. Waiting Periods must be satisfied if there has been a lapse in coverage longer than sixty (60) days preceding this Policy's Effective Date or if a new member is added to this Policy. Any Waiting Period may also be waived for You if You were covered under another individual Policy within the last thirty (30) days of the Effective Date of Your coverage under this Policy and had been covered under that previous policy for at least 12 consecutive months. The previous policy must also have provided substantially similar Benefits and Coverage Percentages as this Policy as determined by Momentum.

Waiting Periods will not be waived for You or any Covered Dependent if any Covered Dependent was not a Covered Dependent under the previous Policy.

Proof of prior coverage and termination date of coverage must be provided to Momentum by You.

Effective Date _____.

Does Deductible Apply?	Coverage Percentage	Benefit
No	100	Examinations at six (6) month intervals.
No	100	Full mouth series x-rays once every five (5) years for either individual films or panoramic films, including bitewings.
No	100	Bitewing x-rays no more frequently than one (1) time in a twelve (12) month period (limited to a set of four (4) films.
No	100	Routine prophylaxis (teeth cleaning) at six (6) month intervals. Periodontal maintenance can be substituted for routine prophylaxis at six (6) month intervals and paid at the fee allowed for a routine prophylaxis. Any difference between the dental provider's fee for periodontal maintenance and the fee allowed for routine prophylaxis will be the responsibility of the Policyholder or Covered Dependent.
No	100	Topical fluoride applications once per twelve (12) month period for Covered Dependents to age 19.
No	100	Space maintainers for retaining space when a primary tooth is prematurely lost to age 16.
Yes	50	Emergency treatment to relieve pain. Emergency Treatment Outside the Service Area is limited to \$100 per Benefit Accumulation Period.
No	100	Topical application of sealants for Covered Dependents to age 14. Application is limited to the occlusal (biting) surface of permanent molars which are free of decay and restorations. Benefits for sealants are limited to one (1) application per tooth per lifetime.
Yes	75	Amalgam (silver) restoration. A six (6) month Waiting Period applies.
Yes	75	Composite (tooth colored) restorations on anterior (front) teeth. A six (6) month Waiting Period applies.
Yes	75	Non-surgical extractions and surgical extractions of erupted teeth if necessary due to a failed non-surgical extraction. A six (6) month Waiting Period applies.

Yes	50	Stainless steel crowns, one (1) per primary tooth in a three (3) year period. A twelve (12) month Waiting Period applies.
Yes	50	Endodontics, including root canal treatment and root canal therapy. A twelve (12) month Waiting Period applies.
Yes	50	Surgical endodontic treatment. A twelve (12) month Waiting Period applies.
Yes	50	Non-surgical periodontics, including procedures necessary for the treatment of diseases of the gums and bone supporting the teeth. Treatment is limited on once per quadrant every twenty-four (24) months. A twelve (12) month Waiting Period applies.
Yes	50	Surgical periodontic treatment. Treatment is limited to once per quadrant every thirty-six (36) months. A twelve (12) month Waiting period applies.
Yes	50	Crowns, inlays or onlays are provided when teeth are broken down by dental decay or accidental injury and may no longer be restored adequately with a filling material. Coverage for the purpose of replacing a defective existing crown, inlay or onlay will be provided only after a seven (7) year period from the date on which the item was last supplied, whether or not Momentum paid for the original Dental Procedure as a Benefit under this Policy. Porcelain veneers on crowns are Benefits on the six (6) front teeth, bicuspid, and upper first molars. A twelve (12) month Waiting Period applies.
Yes	50	Prosthetics, including fixed bridgework, partial dentures and complete dentures to replace missing permanent teeth. Coverage for the purpose of replacing a defective existing fixed bridge or partial or complete denture will be provided only after a ten (10) year period from the date on which the defective item was last supplied, whether or not Momentum paid for the original Dental Procedure as a Benefit under this Policy. Porcelain veneers on crowns or pontics are Benefits on the six (6) front teeth, bicuspid, and upper first molars. Fixed bridges or partial or complete dentures are provided where chewing function is impaired due to missing teeth. A twelve (12) month Waiting Period applies.
Yes	50	Repairs and adjustments to prosthetic appliances. Denture relines and rebase is a Benefit once in any three (3) year period. A twelve (12) month Waiting Period applies.

Optional Procedures

Momentum will pay up to the Fee Schedule amount for the least expensive Dental Procedure that is adequate to restore the tooth or dental arch to contour and function, but only if that Dental Procedure is a Benefit under this Policy. You, or Your Covered Dependent, will be responsible for the remainder of the Dentist's fee if a more expensive Dental Procedure is selected. The Coinsurance and Deductible will apply regardless of which Dental Procedure is selected.

EXCLUSIONS

This Policy does not include any of the following:

1. Dental Services for injuries or conditions that can be compensated under Worker's Compensation or Employer Liability Laws.
2. Services or appliances, including prosthetics (crowns, bridges and dentures), started prior to the date the patient became eligible for Benefits under this Policy.
3. Prescription drugs, pre-medications or charges for anesthesia.
4. Oral surgical procedures, including surgical extractions of impacted teeth.
5. Preventive control programs.
6. Charges for completion of forms and charges for consultations.
7. Charges by any hospital or other surgical or treatment facility, or any additional fees charged by a Dentist for treatment in any such facility.
8. Charges for treatment of, or services related to, temporomandibular joint dysfunction.
9. Services that are determined to be partially or wholly cosmetic in nature.
10. Cast restorations placed on Covered Dependents under the age of 12.
11. Prosthetics placed on Covered Dependents under the age of 16.
12. Appliances, restorations or procedures for: increasing vertical dimension; restoring occlusion; correcting harmful habits; replacing tooth structure lost by attrition; correcting congenital or developmental malformations, unless restoration is needed to restore normal bodily function (except in newly born children); temporary Dental Procedures; splints, unless necessary as a result of accidental injury; implants and implant-related procedures.
13. Treatment by other than a Momentum Dentist or his or her employees, other than Emergency Treatment Outside the Service Area.
14. Dental Procedures to treat injuries or diseases caused by riots or any form of civil disobedience.
15. Dental Procedures to treat injuries sustained while committing a criminal act.
16. Dental Procedures to treat intentionally self-inflicted injuries.
17. Replacement of lost or stolen dentures and charges for duplicate dentures.
18. Dental Procedures in cases where, in the professional judgment of the attending Dentist, a satisfactory result cannot be obtained.
19. Repair and replacement of orthodontic appliances.

20. Dental Procedures and services not specifically covered under this Policy or excluded by Momentum rules and regulations, including claim processing rules, which may change periodically, and which are printed on the Explanation of Benefits (EOB) form and dental provider's Explanation of Payment form.

ELIGIBILITY

Policyholder. You, the Policyholder, are eligible for coverage under this Policy if You have completed and signed the appropriate application and Momentum has accepted the application.

Covered Dependents. Your Covered Dependents are eligible for coverage on Your Effective Date if You elected Dependent coverage.

For Policyholders enrolling their Covered Dependents, Dependents include the following:

1. Your lawful spouse;
2. Your children, including step- and adopted children and children placed for adoption with You, who satisfy all of the following:
 - (a) The child is less than 26 years of age, regardless of student status; and
 - (b) The child is not eligible for coverage under a group dental benefit plan that is offered by the child's employer and for which the amount of the child's premium is not greater than the Premium amount for coverage as a Dependent under Your Policy.
3. Notwithstanding 1 and 2 above, Your unmarried, adult children, including step and adopted children and children placed for adoption with You may be covered under this Policy if the adult child satisfies all of the following:
 - (a) The child is a full-time student, regardless of age; and
 - (b) The child is not eligible for coverage under a group dental benefit plan that is offered by the child's employer and for which the amount of the child's premium is not greater than the Premium amount for coverage as a Dependent under Your Policy.
 - (c) The child was under 27 years of age when he or she was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces when the child was attending, on a full-time basis, an institution of higher learning; and
 - (d) The child re-enrolled as a full-time student within 12 months of returning from active duty.
4. The children of Your unmarried child are covered until Your child reaches age 18.
5. Your unmarried Dependent child who is over 26 years of age, who is financially dependent upon You because of physical and/or mental incapacity that commenced while a Dependent and who is chiefly dependent upon you for support and maintenance.

Momentum may require than an enrollee or Policyholder seeking coverage of a Dependent child to provide written documentation, initially and annually thereafter, that the Dependent child satisfies the criteria for coverage under this Policy.

Coverage of Students on Medical Leave. A Covered Dependent who is a full-time student may continue to receive Dependent coverage if, due to a medically necessary leave of absence,

he or she ceases to be a full-time student and submits documentation and certification of the medical necessity of the leave of absence from his or her attending physician. Coverage may continue until the first to occur of the following:

1. The Covered Dependent advises Momentum that he or she does not intend to return to school full-time.
2. The Covered Dependent becomes employed full-time.
3. The Covered Dependent obtains other dental care coverage.
4. The Covered Dependent marries and is eligible for coverage under his or her spouse's dental care coverage.
5. The Covered Dependent reaches the age at which coverage as a Dependent who is a full-time student would otherwise end under the terms and conditions of this Policy.
6. Coverage of the Policyholder through whom the Covered Dependent has Dependent coverage under this Policy is discontinued or not renewed.
7. 12 months have elapsed since the Covered Dependent's coverage continuation began and the Covered Dependent has not returned to school full-time.

Adding Dependents (includes coverage for newborn and adopted children). A newborn child is covered at birth and coverage continues for sixty (60) days. To continue coverage after the sixty (60) day period a signed application and any required premium must be submitted to Momentum within one (1) year of birth. If You adopt a child, coverage begins on the day the child is adopted, placed for adoption, or on the day of the final order granting adoption, whichever comes first. To continue coverage from the date of adoption, a signed application and any required premium must be received by Momentum within sixty (60) days of the adoption. If you choose to add Dependents at later date, you may do so only under certain circumstances listed below.

With the submission of a signed application and payment of any required additional premium, You may add a Dependent as follows:

- (a) Your natural born child or adopted child prior to his/her 4th birthday
- (b) Your lawful spouse, if added within 31 days of the date of marriage

Notices. Notice to Momentum will be considered sufficient if mailed to Momentum's business office address. Notices to You will be considered sufficient if mailed to Your last known address.

PREMIUMS, INITIAL PERIOD OF COVERAGE, RENEWAL, GRACE PERIOD, AND REINSTATEMENT

Premium Rates. Momentum determines the Premium rates for this Policy and all subsequent Premiums due for all persons insured under this Policy. Each Premium for each renewal period after the Initial Period of Coverage must be paid directly to Momentum by the Premium due date to maintain coverage and keep this Policy in force.

For renewal periods subsequent to the initial Policy period, Your payment of the required Premium by the Premium due date will keep this Policy in force for the renewal period which begins on the first day of the calendar month following the Premium due date through the last day of the calendar month, subject to the renewal period's grace period. Your failure to pay the Premium due for a renewal period shall terminate this Policy in accordance with the section titled *Termination of Policy*, below.

Momentum may change the Premium rates and/or Benefits under this Policy on the first day of any renewal period.

Momentum will send You written notice of a Premium rate change at least thirty (30) days before any such change takes effect. However, if the Premium rate is increased 25% or more for a renewal period, Momentum will send You written notice of the new Premium rate at least sixty (60) days before any change takes effect. The Premium rate change takes effect on the first day of the renewal period as described in the required notice.

Initial Period of Coverage and Renewal Periods. This Policy's Initial Period of Coverage is three (3) calendar months. Each subsequent renewal period of coverage is for one calendar month. If We have approved You and any eligible Dependents for this Policy and accepted Your pre-paid Premium, this Policy will be in force for the period of time paid by Your pre-paid Premium.

Premium Due Date. This Policy is in force if We have approved Your application and accepted the pre-paid Premium for You and any eligible Dependents. After that, We will renew this Policy for additional renewal periods if you remain eligible and pay Your Premium in accordance with this Policy. A renewal period's Premium due date is the 20th day of the month, prior to the coverage month. Your Premium payment for a renewal period must be received by Momentum electronically via Automated Clearing House (ACH) transaction or through a recurring credit card transaction. If You do not pay the required Premium by the end of the renewal period's grace period, this Policy will automatically terminate on the last day of the grace period.

Momentum is not responsible for notifying You when Premiums are due for coverage provided during the renewal periods under this Policy.

Grace Period. Unless You have notified Us in advance that You wish to terminate Your Policy, You will have a ten (10) day grace period to pay Your Premium. Your Policy stays in force during the grace period. If You do not pay Your Premium within the grace period, this Policy

will automatically terminate on the last day of the grace period. Pro-rated Premium is due for the grace period after the Policy is terminated.

Reinstatement. If Your Policy terminates because You have not paid the Premium by the end of the grace period, and We accept a Premium from You within twelve (12) months following that termination without requiring an application for reinstatement or reserving Our right to refuse reinstatement, that Premium payment will place this Policy back in force as of the date We accept the Premium. If We require an application for reinstatement and issue a conditional receipt for the Premium this Policy will be reinstated only upon Our approval of Your application. In such case, the Effective Date of the reinstatement will be the date of Our approval. In either case We are not responsible for any claims incurred and You are not responsible for Premiums during the period the Policy was not in force. We reserve the right to charge You a reasonable reinstatement fee.

PREDETERMINATION OF BENEFITS

After an examination, Your Dentist may recommend a treatment plan. If the services involve crowns, fixed bridgework, implants or partial or complete dentures ask your Dentist to send the treatment plan to Momentum for review.

The available coverage will be calculated and printed on a Predetermination of Benefits form. Momentum will send copies of the form to You and to Your Dentist.

Predeterminations are not required; however, Momentum encourages You to use this service.

Before You schedule dental appointments, You and Your Dentist should discuss the amount to be paid by Momentum and Your financial obligations for the proposed treatment.

CLAIM FILING PROCEDURES

1. Definitions

- (a) A “Pre-Service Claim” is a claim for which approval is required before care has been received.
- (b) An “Urgent Care Claim” is a claim for which the standard waiting time for a benefit decision could seriously jeopardize Your life, health or ability to regain maximum function or, in the opinion of a physician or dentist with knowledge of your condition, would subject You to severe pain that cannot be adequately managed without the care requested.
- (c) A “Post-Service Claim” is a claim for payment or reimbursement after You have received the care.

2. Initial Determinations

(a) Urgent Care Claims

If Your claim is an urgent care claim, We will provide You with a decision as soon as possible, taking into account Your medical circumstances. We will make a decision no later than 72 hours after receipt of Your claim. However, if We require additional information from You to make the benefit determination, We will make the request within 24 hours of receipt of Your claim. You will have a reasonable amount of time to provide the information. “Reasonable” means not less than 48 hours. We will reach a decision as soon as possible but not later than 48 hours from receipt of the additional information or the end of the time period You had to provide the information, whichever occurs first. If We orally deny Your claim, We will send a written notice within 3 days.

(b) Concurrent Care Decisions

We may approve payment for an ongoing course of treatment to be provided over a period of time or a number of treatments. If We have approved payment for an ongoing course of treatment, and We determine that payment for such treatment should be reduced or terminated before the end of the period of time or number of treatments authorized, We will inform You in advance of the payment reduction or termination so that You can appeal our decision before We reduce or terminate payment. If Your appeal to continue treatment is an urgent care claim We will make a determination as soon as possible, taking into account Your medical circumstances. We will make a decision no later than 24 hours after receipt of Your appeal.

(c) Other Claims

All other initial determinations will be made within the following timeframes.

- 1) Pre-Service Claims: within 15 days after the date the claim was received by Us.
- 2) Post-Service Claims: within 30 days after the date the claim was received by Us.

If We are not able to meet the above timeframes for reasons beyond Our control, We will notify You in writing prior to the expiration of the initial deadline. The notice will state the reason for the delay and the date on which You can expect a decision. The expected decision date will not be more than 15 days from the original deadline. However, if We require additional information from You to make the Benefit determination the expected decision date will be not more than 15 days from the date You provide Us with the additional information. The notice will specifically describe the additional information We require. You will have 45 days from the date You receive the notice to provide the additional information.

(d) Claim Denials

If We deny Your claim, in whole or in part, We will inform You in writing. The denial notice will include all of the following:

- 1) The specific reasons(s) for the denial.
- 2) References to the specific Plan provision on which the denial is based.
- 3) A description of any additional information needed to complete the claim and an explanation of why We need the information.
- 4) A description of Your right to appeal, including the deadline and procedures, and Your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, if the appeal is not decided in Your favor.
- 5) If We used a specific internal guideline to make our decision, a statement that We relied on the guideline and that You may obtain a copy of the guideline upon request and without charge.
- 6) If the determination is based on a medical determination, such as that the procedure is not medically necessary or is experimental, upon request and without charge, an explanation will be provided to You of the scientific or clinical judgment for the determination.

3. Proof of Loss

A Dental Procedure is incurred on the date it is completed. Dental Procedures are considered for Benefits if the claim is incurred during the Policy period and the claim is filed within ninety (90) days after the date on which the Dental Procedure was incurred. You, or Your Covered Dependent, will be responsible for payment for any Dental Procedure that is completed after termination of Your or Your Covered Dependent's coverage.

Circumstances beyond Your control might make this time limit unreasonable. Pursuant to sec. 631.81, Wis. Stats., We will still process Your claim if You submit it within one (1) year after the time required by this provision.

4. Legal Action

You may not start legal action against Momentum until the earlier of:

- (a) 60 days after You file notice of a claim and complete the Grievance process; or
- (b) The date Momentum denies the claim and You complete the Grievance process.

Despite the above provisions You may opt to start legal action before completing the Grievance process. If You do so a court may dismiss Your lawsuit because You failed to complete the Grievance process.

You may not start legal action against Momentum more than 3 years from the time written proof of loss was required to be filed. You must file written proof of loss within 90 days of the date of service. This means that any legal action must be started within 39 months of the first date of service upon which the action is based.

5. Physical Examination

Momentum, at its own expense, has the right to examine any Policyholder or Covered Dependent when and as often as may be reasonably necessary to determine his or her eligibility for claimed services or Benefits under this Policy, including without limitation, issues relating to subrogation and coordination of benefits. By executing an application for coverage under the Policy, each Policyholder is deemed to have waived any legal right he or she may have to refuse consent to such examination when performed or conducted for the purposes set forth above.

6. Medical Reports

Dental care providers must give Momentum reports to help Us determine Benefits due to You. You agree to cooperate with Momentum to execute releases that authorize such providers to release all records to Momentum that relate to services You receive under this Policy. This is also a condition of Momentum paying claims. All information must be furnished to the extent Momentum deems necessary in a particular situation and as allowed by applicable law.

7. Sharing Information

You agree to permit Momentum and its reviewers to share information about You and Your Dependents to promote the orderly and cost-effective delivery of care. Sharing information promotes Momentum's quality assurance and cost control programs. When sharing information with others Momentum agrees to preserve confidential matters and records in accordance with state and federal law.

8. Time Limit on Certain Defenses

Momentum may investigate information provided by the Policyholder in applying for coverage for 2 years after the original Effective Date of coverage. After this 2-year period expires, no misstatements may be used to void coverage or to deny a claim that arises after the 2-year period expires. This time limit does not apply to fraudulent misstatements made in the application for coverage under this Policy.

GRIEVANCE PROCEDURE

Denial of a Claim for Benefits

If You make a claim for Benefits under this Policy and Your claim is denied in whole or in part, You and Your Dentist will receive written notification within 30 days after Your claim is received unless special circumstances require an extension of time for processing. Our decision will be sent on a form entitled *Explanation of Benefits*.

If additional time is necessary for processing a claim for Benefits We will notify You and Your Dentist within the initial 30-day period of the extension and the reason it is necessary. If an extension is needed because either You or Your Dentist did not submit information necessary to make a Benefit determination the notice of extension will describe the required information. You will have 45 days from receipt of the notice to provide the specified information.

Appealing a Claim Denial

If You have questions about the denial of a claim for Benefits please contact Momentum. Because most questions about Benefits can be answered informally We encourage You to try resolving any problem by talking with Momentum first. However, You have the right to file a formal written Grievance or appeal and to have Your matter reviewed by Momentum's Grievance Committee. You will be notified of the determination within thirty (30) calendar days from the date Momentum receives your grievance but no later than sixty (60) calendar days if additional review is necessary. You can direct Your written grievance to:

Momentum Insurance Plans, Inc.
2971 Chapel Valley Road
Madison, Wisconsin 53711
608-729-6500
866-421-6649

You may resolve your problem by taking the steps outlined above or You may contact the Office of the Commissioner of Insurance and file a written complaint to:

Office of the Commissioner of Insurance
Complaints Department
PO Box 7873
Madison, WI 53707-7873

You can also call 800-236-8517 (outside of Madison) or 266-0103 (in Madison) and request a complaint form.

Provide the reasons why You disagree with the Benefit determination and include any documentation You believe supports Your claim. Be sure to include the Policyholder's name, the Covered Dependent's name (if applicable) and the Policyholder's identification number on all supporting documents.

TERMINATION OF POLICY

All insurance coverage for You and Your Covered Dependents will cease at 11:59 PM Central Time on the date this Policy terminates. This Policy will terminate on the earliest of:

1. Nonpayment of Premiums when due, subject to the grace period provision of this Policy.
2. The date We receive a request from You to terminate this Policy or any later date stated in Your request.
3. The date We decline to renew this Policy.
4. The date of Your death if there are no Covered Dependents.
5. If You engage in fraudulent conduct or furnish Us with fraudulent or misleading material information relating to Your application for coverage then We may terminate Your coverage back to its original Effective Date. You are responsible for paying Us for any Benefits that We have paid.
6. You no longer reside in the area where We are authorized to conduct business.

WHEN COVERAGE ENDS

As determined by Us, Your coverage under this Policy shall end automatically at 11:59 PM Central Time, without notice, on the earliest of the following dates:

1. The day immediately following the last day of the Policy period, Initial Period of Coverage or renewal period in which We receive Your request to terminate this Policy, unless You specify a later Policy termination date.
2. The day immediately following the last day of a renewal Policy period's grace period if Your Premium has not been paid before that date.
3. For Your Covered Dependent(s), the date on which Your coverage terminates, except in the event of your death.
4. The last day of the Policy period in which We decline to renew this Policy.
5. For Your spouse who is a Covered Dependent, the day immediately following the date on which Your spouse is no longer married to You due to divorce or annulment.
6. The last day of the calendar month following Your move to a permanent residence outside of the area where We are authorized to conduct business.
7. For a child who is a Covered Dependent, the earliest of the following dates, as determined by Us:
 - (a) The date the child marries.

- (b) The last day of the calendar month in which the child reaches age 27.
- (c) For covered Dependents who are full-time students age 27 and beyond, the last day of the calendar month in which the full-time student is no longer eligible under this Policy.
- (d) The last day of the calendar month in which the child ceases to be a Covered Dependent, as determined by Us.

You must notify Us if Your child loses Dependent status; however, You will still be responsible for any claim payments made during the period of time Your Dependent was not eligible for coverage under this Policy.

MOMENTUM'S LIABILITY

Momentum is not responsible for the actual care You receive from any person. This Policy does not give anyone any claim, right or cause of action against Momentum based on the acts or omissions of a dental care provider or the services he or she does or does not provide.

RIGHTS OF RECOVERY

If Benefits are paid on Your behalf under this Policy Momentum is entitled to all rights of recovery You may have against any other person or entity for those expenses to the extent of Momentum's payment. Momentum can subrogate only if You are fully compensated for all damages, taking into account Your comparative negligence. You must sign and deliver to Momentum any legal papers relating to the recovery, help exercise these rights and do nothing to harm these rights. If You are fully compensated for all expenses You must repay Momentum to the extent of Momentum's claim payments.

NOTICES

Any notice sent to Momentum shall be sent in writing. Such notice is considered to be delivered when delivery is in person or when sent by registered or certified U.S. mail, return receipt requested, proper postage prepaid and addressed to:

Momentum Insurance Plans, Inc.
2971 Chapel Valley Road
Madison, Wisconsin 53711

GOVERNING LAW

This Policy is issued to and delivered in the State of Wisconsin and is governed and construed under its laws and regulations.

NONWAIVER

No delay or failure by Momentum to exercise any right or remedy that may accrue to the company under this Policy shall impair any such right or remedy or be construed to be a waiver of any such right or remedy, nor shall it affect any subsequent right or remedy that Momentum may have hereunder whether or not the circumstances are the same.

SEVERABILITY

This Policy must be interpreted in a way that if any provision is held invalid or unenforceable then the rest of the Policy will remain in full force and effect without consideration of the invalid or unenforceable provision.

CONFORMITY WITH WISCONSIN LAWS AND REGULATIONS

On the Effective Date of this Policy any term, condition or provision conflicting with the laws and regulations of the State of Wisconsin applying to this Policy will automatically conform to the minimum requirements of such laws or regulations.

ENTIRE CONTRACT; CHANGES

The entire contract of insurance between You and Momentum consists of this Policy, Your application for coverage, the Summary of Benefits and all endorsements, if any.

No oral statements by any person will modify or otherwise affect the Benefits, limitations, conditions or exclusions of this Policy, convey or void any coverage, increase or reduce Benefits under the Policy (including the Summary of Benefits) or be used in the prosecution or defense of a claim under this Policy.

PROBLEMS WITH YOUR INSURANCE

If you experience problems with Momentum or a Momentum agent, do not hesitate to contact Us to resolve Your problem. You can contact Momentum at the following address and telephone number:

Momentum Insurance Plans, Inc.
2971 Chapel Valley Road
Madison, Wisconsin 53711
608-729-6500
866-421-6649

The Office of the Commissioner of Insurance is the state agency that regulations Wisconsin insurance companies. To file a complaint, write to:

Office of the Commissioner of Insurance
Complaints Department
PO Box 7873
Madison, WI 53707-7873

You can also call 800-236-8517 (outside of Madison) or 266-0103 (in Madison) and request a complaint form.