

DENTAL ASSOCIATES DISCOUNT PLAN

BENEFICIARY AGREEMENT

IMPORTANT

DENTAL ASSOCIATES DISCOUNT PLAN is **NOT** insurance and is NOT available to anyone who is covered by any other dental coverage.

Notice of 30 Day Right to Cancel This Beneficiary Agreement

The Beneficiary may cancel this Beneficiary Agreement, in writing, at any time. If cancelled within 30 days after the date of receipt of the identification card and/or other membership materials, the Beneficiary will be reimbursed all money paid, less a \$25 administrative fee, which we will offset against the amount to be reimbursed. Upon cancellation, the Beneficiary Agreement will be void and all discounts provided under it shall be reversed.

DENTAL ASSOCIATES DISCOUNT PLAN
11711 W Burleigh Street
Wauwatosa, Wisconsin 53222

CP-213-12

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DENTAL ASSOCIATES DISCOUNT PLAN
BENEFICIARY AGREEMENT

Address:

11711 W Burleigh Street
Wauwatosa, WI 53222

Phone:

877.398.0542

Web:

www.dentalassociatesdiscountplan.com

To be eligible for benefits under the Beneficiary Agreement, dental services must be received from a Participating Dentist. This Beneficiary Agreement provides discounts at the Participating Dentists. The range of discounts will vary depending on the type of Participating Dentist and service received. (See Exhibit A).

I. RIGHTS AND RESPONSIBILITIES OF BENEFICIARIES

A. ACCESS

You will have access to all Participating Dentists, without restrictions. There are no waiting periods or notification periods included in this Beneficiary Agreement.

B. BENEFICIARY RIGHTS

i. Right to Method of Payment

You have the right to purchase the discount plan by cash, check or credit card. We do not accept electronic fund transfer at this time. You have the right to modify payment method by contacting the Dental Associates Discount Plan by mailing address or phone at:

11711 W Burleigh Street
Wauwatosa, WI 53222
877.398.0542

ii. Right to Choice of Participating Dentist

You have the right to choose the dentist from which you will receive services from among Participating Dentists.

iii. Right to Information

You have the right to information on your discount plan relating to:

- a) Covered and excluded dental services,
- b) Available general and specialty care dentists, and
- c) The process to make known a Complaint or request.

iv. Right to Privacy and Confidentiality

You have the right to privacy and confidentiality of all communications.

v. Right to Present a Complaint

You have the right to present a Complaint about the provision of benefits under this Beneficiary Agreement and to receive a prompt and fair review of your Complaints. You have the right to receive the contact information for the Illinois Department of Insurance, upon request.

C. BENEFICIARY RESPONSIBILITIES

i. You Must Know Your Benefits and Requirements

You have a responsibility to:

- a) Understand your dental plan discounts,
- b) Follow the required procedures, and

c) Ask questions about things you do not understand.

ii. **You Must Provide Accurate Information**

You have a responsibility to provide accurate and complete information about your eligibility and enrollment.

iii. **You Must Pay the Participating Dentist**

You have a responsibility to fulfill any financial obligations you may incur on the day you receive services. You are responsible for paying the Participating Dentist.

iv. **You Must Pay for Services**

You are obligated to pay for all discounted dental services. You will receive a discount from those Participating Dentists that have enrolled with the discount plan. Dental Associates Discount Plan does not make payment to Participating Dentists.

II. TERMS AND CONDITIONS

A. TERMS

When used in this Beneficiary Agreement, these terms have the following meanings:

- i. "Beneficiary Agreement" means this Dental Beneficiary Agreement that you entered into with Dental Associates Discount Plan by signing the application.
 - ii. "Beneficiary" or "you" means the beneficiary and any dependents identified on the signature page to the Beneficiary Agreement application.
 - iii. "Dental Associates Discount Plan" or "we" means the entity providing the discount plan to the Beneficiary under this Beneficiary Agreement. Dental Associates Discount Plan has offices at the locations specified on the cover page of this Beneficiary Agreement.
 - iv. "Effective Date" means the date your discounts begin under the Beneficiary Agreement.
 - v. "Participating Dentist" means any dentist licensed in the state of Illinois who has agreed to provide discounts for dental services pursuant to the fee schedule attached as Exhibit A, a listing of which is available on Dental Associates Discount Plan website (www.dentalassociatesdiscountplan.com), or as requested by mailing address or phone at:

11711 W Burleigh Street
Wauwatosa, WI 53222
877.398.0542
 - vi. "Complaint" means any dissatisfaction with Dental Associates Discount Plan under the Beneficiary Agreement that is expressed by or on behalf of a Beneficiary.
 - vii. "Termination Date" means the date on which your discounts under the Beneficiary Agreement ends.
- B. ACTIVATION OF BENEFITS**
- i. You will be eligible to receive benefits under this Beneficiary Agreement after you complete all three of the following steps:

- a) You complete the form(s) required by Dental Associates Discount Plan,
 - b) You pay Dental Associates Discount Plan the proper fee, as shown on the Dental Associates Discount Plan Dental Beneficiary Agreement application, and
 - c) Dental Associates Discount Plan approves your application.
- ii. Your benefits begin on the date the above steps are completed. This is your Effective Date.
 - iii. Services performed prior to your Effective Date are not covered under this Beneficiary Agreement.

C. BENEFITS

- i. To be eligible for discounts under the Beneficiary Agreement, you must receive dental services from a Participating Dentist.
- ii. Any charges you are responsible for are due to the Participating Dentist and payable within the time periods set by the Participating Dentist.
- iii. You are eligible to receive the discount on those procedures provided in Exhibit A from the Participating Dentist's usual and customary fees.
- iv. Fees provided in Exhibit A are subject to change by Dental Associates Discount Plan. Changes shall not occur more than once per calendar year.

D. DENTAL ASSOCIATES DISCOUNT PLAN NOTICES

Notices to Dental Associates Discount Plan shall be sufficient if mailed or emailed to its regular office address. Notices to you shall be sufficient if mailed or emailed to your address in our records at the time of notice.

E. EVIDENCE OF PARTICIPATION

You are required to present your identification card or provide notice of your participation in the dental discount plan under this Beneficiary Agreement to the Participating Dentist when you receive dental care.

F. RELEASE OF INFORMATION

You expressly consent to, authorize and direct anyone from whom dental treatment or advice is being sought or rendered, to furnish and make available to Dental Associates Discount Plan any such dental or medical insurance eligibility information, or copies thereof, as Dental Associates Discount Plan may request. Dental Associates Discount Plan may, without consent or notice, release to or obtain from any other organization or person, any information, which it deems to be necessary to administer the discount plan or as required by law. Any Beneficiary under this Beneficiary Agreement shall furnish to Dental Associates Discount Plan such information as may be necessary for or reasonably requested by Dental Associates Discount Plan so that we may provide services under or comply with the terms of this Beneficiary Agreement.

G. DISBURSEMENT OF BENEFITS

No person other than you, or your listed dependents are entitled to benefits under this Beneficiary Agreement. Rights under this Beneficiary Agreement are not assignable or transferable in any

manner. They shall be forfeited if you, or any other person, assigns, transfers or aids any other person in obtaining benefits under it. Benefits under this plan are a direct reference to pre-determined discounts for services. The discount plan does not make payments to Participating Dentists for services rendered.

H. LIMITATION OF ACTIONS

No action at law or suit shall be commenced to recover on the Beneficiary Agreement for thirty (30) days after a written claim has been filed with Dental Associates Discount Plan. No action at law or suit shall be commenced more than three (3) years from the time the written proof of loss is furnished to Dental Associates Discount Plan.

I. CHANGES IN MEMBERSHIP STATUS

You shall notify Dental Associates Discount Plan within thirty (30) days of any change of address or changes in eligibility with another dental plan.

J. PROVISIONS PROHIBITED BY LAW

Any provision of this Beneficiary Agreement that may be prohibited by law shall be and become without force or effect but shall not invalidate or impair the enforceability of any other provision of this Beneficiary Agreement.

K. ENTIRE BENEFICIARY AGREEMENT

This Beneficiary Agreement and the Dental Associates Discount Plan Dental Beneficiary Agreement application constitute the entire agreement between you and Dental Associates Discount Plan. There are no other conditions, promises or representations in addition to, or at variance with, any of the terms of this Beneficiary Agreement.

L. BENEFICIARY COMMUNICATIONS

Communications to Dental Associates Discount Plan with respect to the Beneficiary Agreement shall be sent via email to discountplan@dentalassociates.com or to the following mailing address:

11711 W Burleigh Street
Wauwatosa, WI 53222

Communications to Dental Associates Discount Plan regarding questions or Complaints with respect to the benefits under this Beneficiary Agreement shall be sent to discountplan@dentalassociates.com or the following mailing address:

11711 W Burleigh Street
Wauwatosa, WI 53222
877.398.0542

OR

Illinois Department of Insurance
320 W. Washington Street
Springfield, IL 62767-0001
1-217-782-4515

M. LAW

The laws of the State of Illinois shall govern this Beneficiary Agreement.

N. INDEPENDENT CONTRACTORS

The Participating Dentists who participate in the Dental Associates Discount Plan network are independent contractors in private practice and are neither employees nor agents of Dental Associates Discount Plan. Neither the availability of any particular Participating Dentist nor the inclusion of any particular Participating Dentist in the Dental Associates Discount Plan network can be guaranteed.

O. ELIGIBLE DEPENDENTS

Eligible dependents under a family program include a spouse/domestic partner and/or one or more eligible child dependents. Eligible child dependents include the Beneficiary's and the Beneficiary's spouse's, if applicable, natural born children or stepchildren, legally adopted children, and children whom the Beneficiary and the Beneficiary's spouse have legal guardianship and who are wholly dependent upon the Beneficiary and the Beneficiary's spouse for most of his/her support and maintenance and foster children. Proof of support or adoption and all other matters pertaining to eligibility as a dependent must be submitted to Dental Associates Discount Plan when requested.

Eligible dependent children are included under the Beneficiary's family membership (if selected by Beneficiary) until the end of the calendar year in which they attain the age of 26.

A child otherwise defined above but who has reached age 26 and who Dental Associates Discount Plan determines is incapable of self-sustaining employment by reason of mental or physical handicap or developmental disability shall be considered a child under this program if he/she depends on the Beneficiary or the Beneficiary's spouse for support and maintenance and had the condition before attaining age 26. Proof of disability must be submitted to Dental Associates Discount Plan when requested.

P. NO GUARANTEE

Dental Associates Discount Plan has no liability for providing and does not guarantee dental services, and is not liable for the quality of any dental services rendered.

Q. OUTCOMES

Dental Associates Discount Plan does not provide dental treatment and is not responsible for outcomes. All dental care is the responsibility of the treating dentist in consultation with the Beneficiary. Selection of the Participating Dentist is also the responsibility of the Beneficiary

III. TERMINATION OF AGREEMENT

A. BENEFICIARY AGREEMENT TERMINATION

- i. This Beneficiary Agreement is issued for a term of 12 month(s).
- ii. This Beneficiary Agreement will terminate if you fail to pay any required fees owed to Dental Associates Discount Plan, as explained below.

- iii. A person is no longer eligible for benefits under this Beneficiary Agreement if he or she obtains other dental coverage, including dental insurance, in addition to this plan. The benefits under this Beneficiary Agreement for a person with other dental coverage will terminate on the date the person becomes covered under the other plan.
- iv. The date on which benefits end is your Termination Date.
- v. When this Beneficiary Agreement terminates, your right to benefits hereunder shall terminate immediately.
- vi. In the event that any services are performed after the right to benefits has terminated, payment in full for such care shall be your sole responsibility.
- vii. Dental Associates Discount Plan reserves the right to terminate a Beneficiary's participation in the program with thirty (30) days' notice for any reason.

B. DISENROLLMENT

- i. Dental Associates Discount Plan may disenroll you, resulting in termination of benefits, for any one of the reasons described below:
 - a) You fail to pay the required enrollment fee,
 - b) You permit someone else to use the enrollment identification or knowingly provide fraudulent information in applying for benefits or receiving services, or
 - c) You fail to report other existing dental coverage and/or obtain active dental insurance.
- ii. If we terminate this Beneficiary Agreement for any reason other than the nonpayment of enrollment fees by the Beneficiary, we will reimburse you pro rata for any periodic charges.

IV. EXCLUSIONS AND LIMITATIONS

- i. This Beneficiary Agreement does not discount any services performed at offices other than Participating Dentists.
- ii. This Beneficiary Agreement does not cover care if benefits for that care are available to you under other medical or dental expense coverage unless those services are deemed non covered by the primary insurance coverage. Other medical or dental expense coverage includes:
 - a) individual or family plan health insurance,
 - b) group health insurance,
 - c) medical or hospital service insurance,
 - d) Medicare or Medicaid,
 - e) HMOs, PPOs, and other prepaid coverage, and
 - f) union, employer, or employee welfare benefit plans.