

Broker & Consultant Guarantee of Service ExcellenceSM

Delta Dental of Massachusetts is committed to providing the highest level of service to its Brokers and Consultants as well as its Plan Sponsors. That is why we have developed one of the industry's most comprehensive service guarantees specifically for Brokers and Consultants. Our Guarantee of Service ExcellenceSM guarantees quality customer service in writing and is backed by a comprehensive refund policy.

*If Delta Dental pays the Plan Sponsor for any service failure regarding the following guarantees, we will also pay the Broker/Consultant.**

1. **The Guarantee:** Savings of 10% or More.

These savings reflect the total dollar value of Massachusetts' participating dentists' usual and stated fees for covered services, which are not balance billed back to patients.

The Refund: Monetary credit given to the Broker/Consultant equal to the difference between 10% and the lesser amount actually saved.

2. **The Guarantee:** Responsive Member and Account Service.

Delta Dental will either resolve your question immediately, or we guarantee you an initial update within one business day and continual follow-up through to resolution.

The Refund: \$50 paid to the Broker/Consultant per occurrence.

3. **The Guarantee:** Quick Processing of Claims.

During the course of a policy year, 95% of the account's claims will be processed accurately within 15 business days upon receipt of completed claim forms.

The Refund: The administrative fee charged for the account's last month of service.

4. **The Guarantee:** Smooth Transition to Delta Dental.

The criteria for each account's successful transition to Delta Dental is based upon a checklist that is mutually determined between the account and Delta Dental.

The Refund: The account will be reimbursed the administrative fee charged for the account's second month of service following the transition.

5. **The Guarantee:** No Balance Billing of Patients.

Patients who receive treatment for covered services from a participating dentist will not be billed for any difference between the contracted fee and the dentist's submitted charge.

The Refund: The Broker/Consultant will be reimbursed \$50 per occurrence.

6. **The Guarantee:** Accurate and Quick Turnaround of ID Cards.

A complete and accurate identification card for each subscriber will be postmarked and mailed within 10 business days.

The Refund: \$25 paid to the Broker/Consultant per ID card.

7. **The Guarantee:** Timely Payment of Commissions.

Delta Dental guarantees that over the course of an Agreement year, one hundred percent (100%) of all commissions will be paid within the month, provided Delta Dental has received the Plan Sponsor's monthly premium by the end of that month.

The Refund: If the commission is not adjudicated within thirty (30) business days, the Broker/Consultant may request a payment of one hundred dollars (\$100).

** Specific guarantees vary by product.*

See back for Terms and Conditions.

Terms and Conditions

In addition to the benefits Delta Dental of Massachusetts provides to your clients, we also offer a Guarantee of Service Excellence to Brokers and Consultants that manage Carrier's accounts. If Carrier pays the account under any Service Guarantee, a payment will also be made to the Broker or Consultant according to the terms below. Our Guarantee of Service Excellence is unique to Delta Dental of Massachusetts, and ensures your account's satisfaction with key service measures. Our guarantee promises the following:

1. Savings of 10% or More

- (a) The Carrier guarantees first, that over the course of a policy year, the total claims submitted to and paid by the Carrier to Massachusetts' participating dentists for services to Company subscribers will be reduced by an amount equal to at least 10% of the total of all claims payments made by the Carrier, and that this reduction will not be balance billed to subscribers (see "No Balance Billing" below). Claims savings may not include payments made for alternate benefits.
- (b) This savings is comprised of savings from approved discounts in fees paid to Massachusetts participating providers, coordination of benefits, and consultant review denials. If the total savings as a percentage of claim payments by the Carrier did not achieve at least a 10% reduction, the Company may request a refund or credit equal to the difference between 10% and the lesser amount actually saved.
- (c) This guarantee is not available on table or allowance, voluntary or DeltaCare plans.
- (d) Claims savings for small businesses will be based on annual, aggregate data for this segment.

2. Responsive Member and Account Service

- (a) The Carrier guarantees that Company personnel and subscribers will be given resolutions to questions immediately by phone or e-mail, or (if a problem cannot be immediately resolved) an initial update within one business day and continuous follow-up through to resolution.
- (b) If Carrier fails to meet this service standard and such failure is reasonably documented by the Company and submitted to Carrier in accordance with Carrier's standard service guarantee procedures, the Company may request a credit or refund of \$50 per service failure.

3. Quick Processing of Claims

- (a) The Carrier guarantees that over the course of a policy year, 95% of all claims will be accurately adjudicated (accepted in full, accepted in part, or denied) within 15 business days after Carrier's receipt of a complete and accurate claim form, including any required attachments.
- (b) Carrier's turnaround time performance will be measured by data contained in a management report generated annually for the Company by the Carrier. If the report shows that more than 10% of the Company's claims were not adjudicated within 15 business days, the Company may request a credit or refund of the administrative fee charged by Carrier for the last month of the policy year.

4. Smooth Transition to Delta Dental

- (a) The Carrier guarantees a smooth transition (to a company already offering dental insurance to employees) or a smooth implementation (to a company that is not presently offering dental insurance to employees).
- (b) The Carrier and the Company shall agree upon the criteria against which to measure Carrier's performance under this guarantee and will set forth such criteria in a transition checklist containing, among other things, services required from Carrier, deliverables required from the Company, submittal deadlines for both Carrier and Company, and time period within which smooth transition or implementation will be completed.
- (c) If the checklist is adhered to by the Company and a smooth transition or implementation is not achieved within the time period agreed upon, then the Company may request a credit or refund of the administrative fee charged by Carrier for the second month of the policy year.

5. No Balance Billing of Patients

- (a) The Carrier guarantees that its participating dentists will not bill subscribers for any portion of the balance remaining on any claim for covered services after payment by Carrier (and by subscriber, if any payment is required as described below) has been made. This may not apply to services where an alternate benefit payment has been made.
- (b) If balance billing by a participating dentist occurs, and such balance billing is acceptably documented by a Company benefits administrator and submitted to Carrier in accordance with Carrier's standard service guarantee procedures, the Company may request a credit or refund equal to \$50.00 per documented occurrence.
- (c) Subscribers are responsible for payment of any costs resulting from the following: contractual limitations and exclusions of benefits; limitations and exclusions of benefits based on professional review of services; co-payments and deductibles as described in the policy; and patient eligibility denials.

6. Accurate and Quick Turnaround of ID Cards

- (a) The Carrier guarantees that a complete and accurate identification card for each subscriber will be postmarked and mailed within 10 business days after Carrier's receipt of a complete and accurate enrollment form for each subscriber. In lieu of enrollment forms, the required information may be supplied via electronic file or another medium approved by the Carrier.
- (b) If any card is mailed late or is inaccurate or incomplete, the Company may request a credit or refund of \$25 per card, not to exceed \$10,000 per calendar year.

7. Timely Payment of Commissions

- (a) Carrier guarantees that during a contract year with the Company, one hundred percent (100%) of commissions to be paid to an appropriately designated Broker or Consultant of Record, for Company, will be paid in full within the month full premium from the Company is received.
- (b) If Broker or Consultant does not receive the commission within thirty (30) business days from the date the premium was paid in full, the Broker or Consultant may request a payment of one hundred dollars (\$100).

Service Guarantee: Policies and Procedures

1. The service guarantee is extended to all Brokers and Consultants of Delta Dental of Massachusetts unless otherwise noted, provided they have been appropriately designated by the Company as the "Broker of Record."
2. In order to qualify for a refund or credit, the following procedures must be followed.
 - (a) The Carrier must receive the Company's notification, in writing (as described in b below) of a service failure within 90 calendar days from the date on which such failure occurred. Within the same 90-day period, Carrier must also receive payment for all invoiced subscription or premium charges for such period. Claims under the guarantees may not be deducted from subscription or premium charges or administrative fees by the Company.
 - (b) If notification is made by telephone, a written claim containing all relevant information must still be filed with the Carrier within 90 calendar days from the date on which the service failure occurred.
 - (c) A service failure will not be deemed to have occurred if within 90 calendar days after the Company notifies the Carrier, Carrier provides the Company with:
 - (i) proof of timely transmittal or processing of material which the Carrier has undertaken to transmit or process within a given period; or
 - (ii) information showing that the claimed service failure resulted from circumstances described in Section 4, "Liabilities Not Assumed."
 - (d) Under provisions of Section 7(a) and (b) above, Broker/Consultant must follow the procedures listed in this Section 2(a) through (c) above.
3. Credits or refunds will be made only to the Broker/Consultant when made to the Company, except as provided in Section 7 (a) or (b). The Carrier and the Broker/Consultant acknowledge that nothing in this article implies any undertaking by the Carrier for the benefit of which may be enforced by any third party.
4. Liabilities Not Assumed.
 - (a) CARRIER WILL NOT BE LIABLE, IN ANY EVENT, FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, RELATED TO ANY SERVICE FAILURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS, IN EXCESS OF THE APPLICABLE AMOUNTS SET FORTH IN THIS SERVICE GUARANTEE WHETHER OR NOT CARRIER KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED. CARRIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.
 - (b) Carrier will not be liable for, nor shall any adjustment, refund, or credit of any kind be made as a result of any loss, damage, delay, or service failure except such as may result from Carrier's sole negligence, including without limitation any loss, damage, delay, or service failure resulting from:
 - (i) acts or omissions of the Company, including incorrect or incomplete information provided by the Company to the Carrier or the Company's failure to meet its obligations pursuant to a conversion or implementation of Carrier's system;
 - (ii) national or local delays or disruption in transportation, delivery, telecommunications, or computer networks due to events beyond Carrier's control (such as weather phenomena, labor disputes, or natural disasters); fire; acts of God; unavoidable casualties; acts of public authorities; and any other event beyond Carrier's control;
 - (iii) acts or omissions of any person other than Carrier, including acts or omissions of dentists and other individuals or entities providing services or information to Carrier.
5. This Service Guarantee is a benefit offered to Delta Dental of Massachusetts' customers. It is not part of the Master Agreement or any Broker/Consultant agreement. If there is a conflict between the provisions of the Service Guarantee and any other written statement issued by Carrier pertaining to service guarantees, the provisions of this guarantee will control. Carrier reserves the right to unilaterally and from time to time in writing, modify, amend, or supplement the provisions of these Service Guarantees without notice, but no other agent or employee of Carrier is authorized to modify, amend, or supplement the provisions of these Service Guarantees (except for the claims savings guarantee for self-insured accounts).