

## Guarantee of Service Excellence<sup>SM</sup>

*Delta Dental of Massachusetts is committed to providing the highest level of service to all its customers. That is why we have developed one of the industry's most comprehensive service guarantees. Our Guarantee of Service Excellence<sup>SM</sup> guarantees quality customer service in writing and is backed by a comprehensive refund policy.*

### 1. **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 account per occurrence.

### 2. **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.

### 3. **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 account will be reimbursed \$50 per occurrence.

### 4. **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 account per ID card.

*See back for Terms and Conditions.*

# Terms and Conditions

In addition to the benefits Delta Dental of Massachusetts provides under your contract, we also offer a Guarantee of Service Excellence. 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. **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 continual 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.
2. **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.
3. **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.
4. **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.

## Service Guarantee: Policies and Procedures

1. The service guarantee is extended to all customers of Delta Dental of Massachusetts.
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."
3. Credits or refunds will be made only to the Company. The Carrier and the Company acknowledge that nothing in this article implies any undertaking by the Carrier for the benefit of which may be enforced by subscribers, their dependents, or 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. 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.