

## LIBERTY Dental Plan TERMS AND CONDITIONS



### **PREPAYMENT FEE:**

In consideration of the dental benefits provided by LIBERTY Dental Plan (LIBERTY), the Subscriber shall pay LIBERTY the standard premium plus any enrollment fee based on the Benefit Plan selected. The payment due to LIBERTY shall be paid yearly in advance. If any check for payment is returned for insufficient funds, the Subscriber agrees to pay LIBERTY a fee of \$30.

### **OTHER CHARGES:**

In addition to paying the prepayment fee referred to above, the receipt of certain types of dental benefits, as specified in the Benefit and Co-Payment document for the Benefit Plan, may require the Member to make a co payment to the network dentists.

### **FACILITIES:**

All services and benefits under our Dental Plans are covered only if provided by a contracted LIBERTY participating Primary Care Dentist or if referred to a Dental Specialist by LIBERTY. The only time you may receive care outside of the network is for true emergency dental services necessary when you are out-of-the area or cannot contact your Primary Care Dentist or LIBERTY. LIBERTY will reimburse you for true emergency dental treatment expenses up to a maximum of \$75.00 per year, less applicable co-payments.

The name, address, and telephone number of each participating dentist is available on the [LIBERTY Web Site](#) or by calling Member services (888-703-6999). The provider will be available for appointments during office hours. Should the Member have any questions regarding the days and hours of the offices of a network dentist, the Member should call their network dentist directly.

### **UPGRADE PROVISIONS:**

The contracted Benefit Plan can be upgraded at any time during the contract term. The Subscriber shall pay LIBERTY the difference in premium for the entire contract term plus a one-time administration fee. Proration is not available for any upgrade. The expiration date of the newly upgraded plan will remain the same as the original contract.

The CA90 Plan is exempt from this benefit. This plan can only be renewed within 30 days of the contract expiration. No new purchases or upgrades are available for this plan.

### **RENEWAL PROVISIONS:**

LIBERTY has contracted to provide dental benefits to the Subscriber for a period of one year. The contract may thereafter be renewed at the discounted renewal rate for the selected Benefit Plan within 30 days of the original contract expiration, unless the original Benefit Plan has been terminated. If greater than 30 days have passed since the original contract expiration, a new Benefit Plan can be purchased at the standard premium rate, with the exception of the CA90 Plan, which is not available as a new purchase.

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In the event that the Subscriber's Benefit Plan is no longer available from their network dentist or LIBERTY, the Subscriber has the option to select another Benefit Plan from LIBERTY.

## **REFUND POLICY:**

If the Subscriber is eligible for a refund upon cancellation or termination of the agreement, LIBERTY will return to the Subscriber the pro rata portion of the Premium for any unexpired period for which payment has been received, not to exceed 9 months of premium refund. Any Enrollment or Activation Fee Paid (typically \$20) will not be refunded. All refunds will be issued within 30 days of receipt of the notice of cancellation.

## **TERMINATION OF BENEFITS:**

Subject to the [Enrollee Complaint Procedure](#) provision, an eligible Subscriber or eligible dependent's enrollment under this Program may be cancelled or renewal of enrollment refused.

**LIBERTY may cancel or terminate the agreement in the following scenarios:**

### (1) Loss of eligibility as described in the Evidence of Coverage

- Cancellation is effective immediately upon receiving written notice regarding the loss of eligibility
- Subscriber is eligible for a refund in accordance with the refund policy
- Coverage for the Subscriber and his/her dependents shall cease effective the last day of the month in which the termination occurred

### (2) Loss of dependent status

- Cancellation is effective immediately upon receiving written notice regarding the loss of dependent status
- Subscriber is eligible for a refund in accordance with the refund policy
- Coverage for the Subscriber and his/her dependents shall cease effective the last day of the month in which the termination occurred

### (3) Subscriber engages in conduct detrimental to safe operations and the delivery of services while in a network dentists' facility

- Cancellation is effective upon 15 days written notice from LIBERTY to the Subscriber

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- Subscriber is eligible for a refund in accordance with the refund policy
- Coverage for the Subscriber and his/her dependents shall cease effective the last day of the month in which the termination occurred

### (4) Failure to pay prepayment fee

- Cancellation is effective upon 15 days written notice from LIBERTY to the Subscriber
- Subscriber is not eligible for a refund
- Subscriber may continue to receive benefits during the 15-day period and may be reinstated during the term of Contract upon payment of any unpaid premium

### (5) Subscriber knowingly commits or permits another person to commit fraud or deception in obtaining benefits under the Program

- Cancellation is effective upon 15 days written notice from LIBERTY to the Subscriber
- Subscriber is not eligible for a refund
- Coverage for the Subscriber and his/her dependents shall cease effective the last day of the 15 day period

**A Subscriber may cancel the agreement and receive a refund in accordance with the refund policy under the following conditions:**

- (1) No Contract Dentist is available to the Subscriber
- (2) The Subscriber has moved out of the LIBERTY of California service area
- (3) The Subscriber changes to a coverage under a group program

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All cancellation notices from the Subscriber must be sent 30 days in advance in writing via email, mail or fax, and received by LIBERTY at:

**Email:** [eligibility@libertydentalplan.com](mailto:eligibility@libertydentalplan.com)

**Mail:** LIBERTY Dental Plan  
Attn: Eligibility Department  
340 Commerce, Suite 100  
Irvine, CA 92602

**FAX:** LIBERTY Dental Plan  
Attn: Eligibility Department  
(888)704-9930

Cancellation of a Subscriber's enrollment, as described above, shall automatically cancel the enrollment of any of his or her Dependent Enrollees. Any cancellation is subject to the written notification requirements set forth in this Contract.

If the Subscriber believes that enrollment has been cancelled or not renewed because of their health status or requirements for health care services, or that of the Subscriber's dependent(s), the Subscriber may request a review by the Director of the California Department of Managed Health Care of the State of California. Please refer to [Enrollee Complaint Procedure](#).