

Effective January 1, 2019

Terms & Conditions for:

- **HDS Individual Dental Plan for Children**
- **HDS Basic Dental Plan**
- **HDS Classic Dental Plan**
- **HDS Preferred Dental Plan**
- **HDS Deluxe Dental Plan**

Thank you for choosing HDS as your dental plan. This document lists the terms and conditions of your dental plan. Please read this document and keep it in a safe place for reference.

“You” refers to the person who is the subscriber or Responsible Party of this policy.

Your Application and “How to Use Your Dental Plan” brochure are part of this plan’s Terms and Conditions.

Eligibility Guidelines

Resident of the State of Hawaii

Enrollment is for a minimum of 12 months

Eligible family members include:

- You and your:
 - Spouse, partner or reciprocal beneficiary
- Dependent children under age 26 will be automatically terminated from the plan on December 31 the year in which they turn age 26. Dependents include:
 - Biological child, stepchild, foster child, adopted child and child placed under legal guardianship
- Disabled dependents age 26 and older who are unmarried and incapable of supporting themselves because of physical or mental incapacity that began before age 26 may continue to be enrolled under the plan

Responsible Party

HDS allows you to enroll your immediate family members only (no dental coverage for yourself) and you will be considered the Responsible Party. HDS will assume you will have financial responsibility to pay for the dental premiums. Family members eligible to enroll are:

- Spouse, partner, or reciprocal beneficiary
- Dependent children as stated above

Effective Date (Start Date) of This Plan

A completed HDS Application (or online enrollment) along with premium payment must be received by the 25th of the month in order for benefits to start the 1st of the next month. For example: Applications received on January 25th will be effective February 1st. Applications received on January 26th will be effective March 1st.

Monthly Premium Rates

Monthly premium rates are determined by the age of each enrollee on January 1 of each year and are subject to change each January 1. For all the plans except the HDS Basic Dental Plan, the first three children under age 21 will be charged a premium per child. Additional children will not be charged a premium. Changes in enrollment may adjust your premium rates.

Paying for Your Dental Plan

HDS provides you three options to pay for your dental plan: annual payment, monthly payment by bank account and monthly payment by credit card. Whichever option you choose, your dental coverage will be granted only if premium payments have been received in full by HDS.

- Annual Payment – paid by check or credit card before the start date of the plan. Your first year’s premiums are calculated for the remaining number of months in the current calendar year multiplied by the appropriate monthly premium rate.
- Monthly Payment by Bank Account – the first month’s payment must be submitted before the start date of the plan. The initial payment can be made by check, money order or credit card. HDS will automatically deduct future payments from the bank account you designate. Monthly payments will be deducted on the 23rd or next business day of each month for the next month’s premium. For example: The premium payment for August will be automatically deducted on July 23rd.
- Monthly Payment by Credit Card – the first month’s payment must be submitted before the start date of the plan. HDS will automatically process future payments from the credit card account you designate. Monthly payments will be charged on or around the 17th of each month, for the next month’s premium. For example: The premium payment for August will be automatically charged on or around July 17th.

All credit card payments are processed through HDS’s credit card processor. You will be responsible for notifying HDS 30 days in advance of any update to the credit card expiration date.

HDS will process your premium payment using the account information (bank or credit card account) authorized by you or the account owner.

Dishonored Requests for Automatic Payments/Special Handling Fees

If you do not have enough money in your account at the time of deduction or your credit card issuer or network does not honor your payment, we:

- a. have the right to collect a special handling fee (currently \$25).
- b. have the right to collect the amount from you via other approved payment methods (cash, check, credit card, money order or cashier’s check).
- c. will suspend benefits until all premiums and special handling fees have been paid in full.
- d. may terminate your dental plan for non-payment.

Late Fee

A late fee (currently \$15.00) may be applied to your account for monthly or annual premium payments which are not received by the due date.

Changing Payment Options or Bank/Credit Card Accounts for Automatic Monthly Payments

Payment options may be changed at any time. Submit the new account information to HDS by the 15th day of the month to be effective for your next payment.

Renewal Terms

- This plan renews every January 1. Enrollment in the plan is subject to annual renewal.
- Before December 1 of each year, HDS will notify you of any changes in premium rates, benefits and/or other plan terms for the next calendar year.
- Unless you choose to terminate your plan, your enrollment will be renewed automatically for the next calendar year. New premium rates, benefits and/or plan terms specified in the notice will apply.

Terminating Your Dental Plan

All requests for termination are effective on the last calendar day of the month which HDS received the request. HDS will accept written, email and phone requests to our Customer Service department from the subscriber only. Any overpayment resulting from an approved termination request will be refunded.

Retroactive terminations **will not** be permitted. If you terminate your dental plan within 12 months of enrollment, you may not re-enroll until after 90 days from your date of termination. Any re-enrollment will be considered a new enrollment; therefore, any waiting periods and deductibles will apply as new.

Email Notifications

By providing an email address, you agree to receive communications regarding your policy, premium payments or benefits electronically.

Maintaining Accurate Information

It is your sole responsibility to ensure that your contact and account information are current and accurate. This will include information such as your name, address, phone number, email address and bank account or credit card information.

Amendments to Terms & Conditions

HDS reserves the right to change these Terms and Conditions at any time.

Questions Regarding Your Plan

If you have any questions regarding the plan benefits and these Terms and Conditions, please call our Customer Service department at 529-9248 or toll-free at 1-844-379-4325 or email CS@HawaiiDentalService.com.

For matters pertaining to premium payments, please call our Billing department at 529-9313 or toll-free at 1-800-232-2533, extension 313 or email HDSIndividualDentalPlan@HawaiiDentalService.com.

Once enrolled, you may access your Individual Dental Plan account information on our website at HawaiiDentalService.com. Go to "Members > My Individual Plan Account".

Notice of Non-Discrimination & Language Assistance

HDS complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. HDS does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

HDS provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

HDS provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact 1-844-379-4325, TTY: 711.

If you believe that HDS has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Civil Rights Coordinator: Director of Compliance
700 Bishop Street, Suite 700, Honolulu, HI 96813-4196
Telephone Number: 1-866-505-9227 Fax: (808) 599-4808
Email: HDScompliance@hawaiidentalsservice.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-844-379-4325; TTY: 711

(Ilocano) PAKDAAR: Nu saritaem ti Ilocano, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Awagan ti 1-844-379-4325 TTY: 711

(Tagalog) PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-844-379-4325 TTY: 711 .

(Japanese) 注意事項 : 日本語を話される場合、無料の言語支援をご利用いただけます。1-844-379-4325 TTY: 711 . まで、お電話にてご連絡ください。

(Chinese) 注意 : 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-844-379-4325 TTY: 711.

(Korean) 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-844-379-4325 TTY: 711 번으로 전화해 주십시오.

(Spanish) ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-844-379-4325 TTY: 711

(Vietnamese) CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-844-379-4325 TTY: 711

(Samoan) MO LOU SILAFIA: Afai e te tautala Gagana fa'a Sāmoa, o loo iai auaunaga fesoasoan, e fai fua e leai se totogi, mo oe, Telefoni mai: 1-844-379-4325 TTY: 711

(Marshallese) LALE: Ñe kwōj kōnono Kajin Majōl, kwomaroñ bōk jermal in jipañ ilo kajin ñe am ejjeļok wōñāñ. Kaalok 1-844-379-4325 TTY: 711

(Trukese) MEI AUCHEA: Ika iei foosun fonuomw: Foosun Chuuk, iwe en mei tongeni omw kopwe angei aninisin chiakku, ese kamo. Kori 1-844-379-4325 TTY: 711

(Hawaiian) E NĀNĀ MAI: Inā ho 'opuka 'oe i ka 'ōlelo [ho 'okomo 'ōlelo], loa 'a ke kōkua manuahi iā 'oe. E kelepona iā 1-844-379-4325 TTY: 711

(Micronesian-Pohnpeian) Ni songen mwohmw ohte, komw pahn sohte anahne kawehwe mesen nting me koatoantoal kan ahpw wasa me ntingie [Lokaiahn Pohnpei] komw kalangan oh ntingidieng ni lokaiahn Pohnpei. Call 1-844-379-4325 TTY: 711

(Bisayan) ATENSYON: Kung nagsulti ka og Cebuano, aduna kay magamit nga mga serbisyo sa tabang sa lengguwahe, nga walay bayad. Tawag sa 1-844-379-4325 TTY: 711

(Tongan) FAKATOKANGA'I: Kapau 'oku ke Lea-Fakatonga, ko e kau tokoni fakatonu lea 'oku nau fai atu ha tokoni ta'etotongi, pea teke lava 'o ma'u ia. Telefoni mai 1-844-379-4325 TTY: 711

(Laotian) ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-844-379-4325 TTY: 711