Benefits Provided by SafeGuard Health Plans, Inc. a MetLife company
200 Park Avenue, New York, New York 10166-0188

EVIDENCE OF COVERAGE

SafeGuard Health Plans, Inc. ("SafeGuard"), a MetLife company, certifies that You and Your dependents are covered for the benefits described in this evidence of coverage and disclosure statement, subject to the provisions of this evidence of coverage. This evidence of coverage is issued to You under the group contract and it includes the terms and provisions of the group contract that describe Your benefits. **PLEASE READ THIS EVIDENCE OF COVERAGE CAREFULLY.**

This evidence of coverage is part of the group contract. The group contract is a contract between SafeGuard and Your Organization and may be changed or ended without Your consent or notice to You.

THIS EVIDENCE OF COVERAGE ONLY DESCRIBES DENTAL BENEFITS.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

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Notice for Texas Residents

-A health maintenance organization (HMO) plan provides no benefits for services you receive from out-of-network physicians or providers, with specific exceptions as described in your evidence of coverage and below.

-You have the right to an adequate network of in-network physicians and providers (known as network physicians and providers).

-If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance at: www.tdi.texas.gov/consumer/complfrm.html.

-If your HMO approves a referral for out-of-network services because no network physician or provider is available, or if you have received out-of-network emergency care, the HMO must, in most cases, resolve the out-of-network physician's or provider's bill so that you only have to pay any applicable in-network copayment, coinsurance, and deductible amounts.

-You may obtain a current directory of network physicians and providers at the following website: www.metlife.com\mybenefits or by calling (800) 880-1800 for assistance in finding available network physicians and providers. If you relied on materially inaccurate directory information, you may be entitled to have a claim by an out-of-network physician or provider paid as if it were from a network physician or provider, if you present a copy of the inaccurate directory information to the HMO, dated not more than 30 days before you received the service.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

SafeGuard Health Plans, Inc. (“SafeGuard”), a MetLife company

To get information or file a complaint with your insurance company or HMO:

Call: Quality Management Department at (800) 880-1800

Toll-free: (800) 880-1800
Online: www.metlife.com\mybenefits
Mail: SafeGuard Health Plans, Inc.
PO Box 30900
Laguna Hills, CA 92654-0900

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de sucompañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

SafeGuard Health Plans, Inc. (“SafeGuard”), a MetLife company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:
Llame a: Quality Management Department al (800) 880-1800
En línea: www.metlife.com\mybenefits
Dirección postal: SafeGuard Health Plans, Inc.
PO Box 30900
Laguna Hills, CA 92654-0900

El Departamento de Seguros de Texas

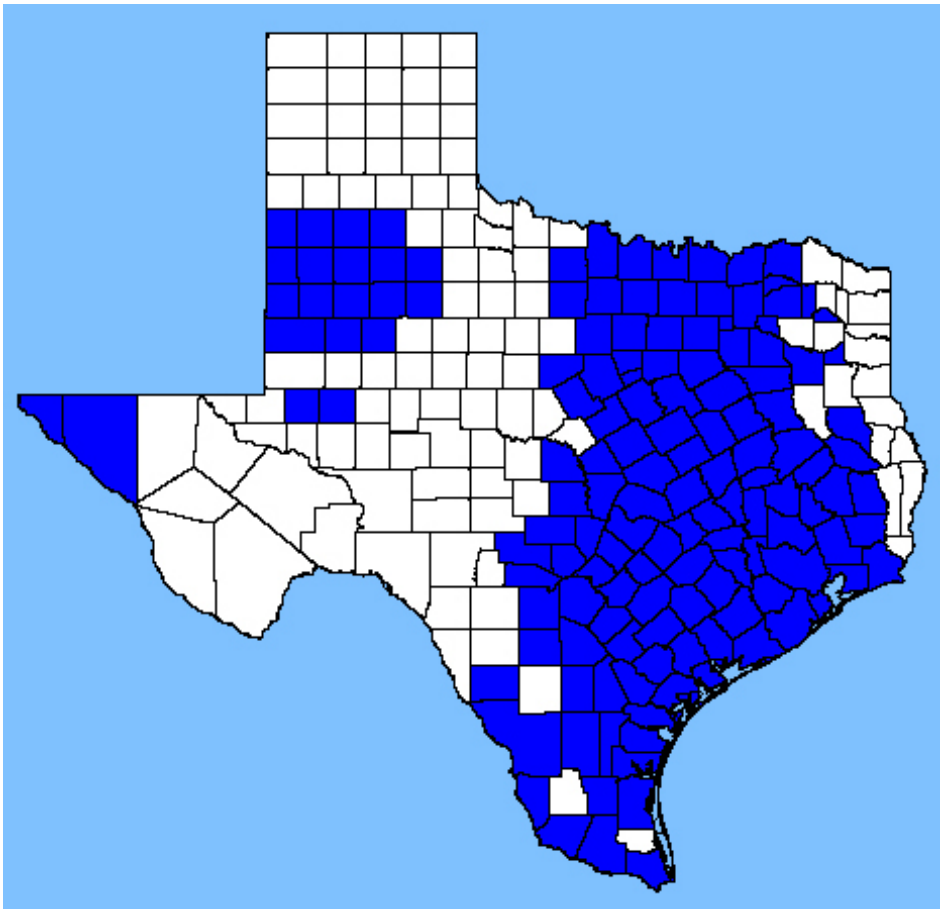
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: www.tdi.texas.gov Correo electrónico: ConsumerProtection@tdi.texas.gov Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SafeGuard is licensed as a Dental Health Maintenance Organization offering a single health care service plan. Should any provision herein not conform to the Texas Health Maintenance Organization Act or other applicable laws, it shall be construed as if it were in full compliance thereof.
You may contact us at:

SafeGuard Health Plans, Inc.
PO Box 30900
Laguna Hills, CA 92654-0900
(800) 880-1800

We are licensed to conduct business in the following counties in the State of Texas:

Anderson, Angelina, Aransas, Archer, Atascosa, Austin, Bailey, Bandera, Bastrop, Bee, Bell, Bexar, Blanco, Borden, Bosque, Brazoria, Brazos, Brooks, Burleson, Burnet, Caldwell, Calhoun, Cameron, Camp, Chambers, Clay, Cochran, Collin, Colorado, Comal, Comanche, Cooke, Coryell, Crosby, Dallas, Dawson, Delta, Denton, Dewitt, Dickens, Dimmit, Duval, Eastland, Ector, El Paso, Ellis, Erath, Falls, Fannin, Fayette, Floyd, Fort Bend, Franklin, Freestone, Frio, Gaines, Galveston, Garza, Gillespie, Goliad, Gonzales, Grayson, Gregg, Grimes, Guadalupe, Hale, Hamilton, Hardin, Harris, Hays, Henderson, Hidalgo, Hill, Hockley, Hood, Hopkins, Houston, Hudspeth, Hunt, Jack, Jackson, Jefferson, Jim Wells, Johnson, Karnes, Kaufman, Kendall, Kenedy, Kent, Kerr, Kleberg, Lamar, Lamb, Lampasas, Lavaca, Lee, Leon, Liberty, Limestone, Live Oak, Llano, Lubbock, Lynn, Madison, Atagorda, McLennan, McMullen, Medina, Midland, Milam, Montague, Montgomery, Nacogdoches, Navarro, Nueces, Palo Pinto, Parker, Polk, Rains, Refugio, Robertson, Rockwall, San Jacinto, San Patricio, San Saba, Smith, Somervell, Starr, Tarrant, Terry, Travis, Trinity, Tyler, Van Zandt, Victoria, Walker, Waller, Washington, Webb, Wharton, Williamson, Wilson, Wise, Yoakum, Young, and Zapata.



NOTICE REGARDING YOUR RIGHTS AND RESPONSIBILITIES

Rights:

- During the term of the group contract between SafeGuard and Your Organization, SafeGuard will not decrease any benefits, increase any fixed dollar amount of Co-Paymentany Covered Percentage or the Prepayment Fee, or change any exclusion or limitation, except after at least 60 days Written notice to Your Organization.
- We will provide written notice within a reasonable time to Your Organization of any termination or breach of contract by, or inability to perform of, any contracting provider if Your Organization may be materially and adversely affected.
- We will not cancel or fail to renew Your enrollment in this group contract because of your health condition or your requirements for dental care.
- We will treat communications, financial records and records pertaining to Your care in accordance with all applicable laws relating to privacy.
- Decisions with respect to dental treatment are the responsibility of You and Your Selected General Dentist. We neither require nor prohibit any specified treatment. However:
- Only certain specified services are Covered Services. Please see the Scheduled of Benefits for information regarding your plan.
- Your Selected General Dentist must follow the rules and limitations set up by SafeGuard and conduct his or her professional relationship with You within the guidelines established by SafeGuard. If SafeGuard's relationship with Your Selected General Dentist ends, Your Selected General Dentist must complete any and all treatment in progress. SafeGuard will arrange a transfer for You to another Selected General Dentist to provide for continued coverage under the group contract. You must have all treatment in progress completed by a Selected General Dentist, or have such treatment arranged by SafeGuard. As indicated on Your enrollment form, Your signature authorizes SafeGuard to obtain copies of your dental records, if necessary.

Responsibilities:

- You should identify Yourself to Your Selected General Dentist as a covered person under the group contract. If you fail to do so, you may be charged the Selected General Dentist's usual and customary fees instead of the applicable Co-Payment, if any.
- You should treat the Selected General Dentist and his or her office staff with respect and courtesy and cooperate with the prescribed course of treatment. If You continually refuse a prescribed course of treatment, Your Selected General Dentist or Specialty Care Dentist has the right to refuse to treat You. SafeGuard will facilitate second opinions and will permit You to change Your Selected General Dental Office; however, SafeGuard will not interfere with the dentist-patient relationship and cannot require a particular dentist to perform particular services.
- You should scheduled appointments or contact the Selected General Dental Office twenty-four hours in advance to cancel an appointment. If You do not, You may be charged a missed appointment fee.
- You are responsible for the prompt payment of any charges for services performed by the Selected General Dentist. If the Selected General Dentist agrees to accept part of the payment directly from SafeGuard, You are responsible for prompt payment of the remaining part of the Selected General Dentist's charge.
- You should notify SafeGuard of changes in family status. If You do not, SafeGuard will be unable to authorize dental care for You and/or Your Dependents.

- You should consult with Your Selected General Dentist about treatment options, proposed and potential procedures, anticipated outcomes, potential risks, anticipated benefits and alternatives. You should share with Your Selected General Dentist the most current, complete and accurate information about Your medical and dental history and current conditions and medications.
- You should follow the treatment plans and health care recommendations agreed upon by Your Selected General Dentist.

The group contract provides access to You and Your Dependents to dental benefits through the use of Selected General Dentists. When You or a Dependent receive dental services, You and not Us or Your Organization are solely responsible for payment of all Co-Payments and other charges listed in the SCHEDULE OF BENEFITS and for any excluded procedure, and must make payment directly to the Selected General Dentist rendering such services.

DENTIST-PATIENT RELATIONSHIP

We do not provide dental services. Whether or not benefits are available for a particular service does not mean You or Your Dependents should or should not receive the service. You and Your Dependents, along with the Selected General Dentist have the right and are responsible at all times for choosing the course of treatment and services to be performed.

The relationship between You and Your Dependents and the Selected General Dentist rendering services or treatment shall be subject to the rules, limitations and privileges incident to the professional relationship, and the guidelines established by SafeGuard. The Selected General Dentist shall be solely responsible to You or Your Dependent, without interference from SafeGuard or Your Organization, for all services or treatment within the professional relationship. The Selected General Dentist shall have the right to refuse treatment if You or Your Dependents continually fail to follow a prescribed course of treatment, use the relationship for illegal purposes, or make the professional relationship onerous.

While SafeGuard desires and will actively seek to contract with the most modern dental facilities available in the profession, it is understood and agreed that the operation and maintenance of the Selected General Dentist's facility, equipment and the rendition of all professional services shall be solely and exclusively under the control and supervision of the Selected General Dentist, including all authority and control over the selection of staff, supervision of personnel, and operation of the professional practice and/or the rendition of any particular professional service or treatment.

SafeGuard will undertake to see that the services provided to You or Your Dependents by Selected General Dentists shall be performed in accordance with professional standards of reasonable competence and skill of dental practitioners, as applicable, prevailing in the community in which each Selected General Dentist practices.

Upon termination of a provider contract with a Selected General Dentist, SafeGuard is liable for Covered Services rendered by such provider (other than for Co-Payments) to You or Your Dependents who remain under the care of such provider at the time of such termination until the services being rendered are completed, unless We make reasonable and medically appropriate provision for the assumption of such services by another Selected General Dentist.

In the event of termination of this group contract, each Selected General Dentist shall complete all dental procedures which have been started prior to the date of termination, pursuant to the terms and conditions of this group contract.

This Evidence of coverage, along with the Schedule of Benefits, provides complete details of how your dental plan operates, your entitlements and the exclusions and limitations.

ENTIRE CONTRACT

SafeGuard typically contracts with an Organization, such as your employer or association, to offer benefits to its employees or members. Your Organization’s contract with SafeGuard, together with the

application, acceptance agreement, enrollment form, this Evidence of Coverage and any attachments or inserts including the Schedule of Benefits with Exclusions and Limitations, constitutes the entire agreement between the parties. To be valid, any change in the contract must be approved by an officer of SafeGuard and attached to it. Should any provision herein not conform to applicable laws, it shall be construed as if it were in full compliance thereof.

WHO MAY ENROLL

Your Organization responsible for determining eligibility. You may enroll Yourself and Your dependents, provided each meets Your Organization's eligibility requirements and/or the Service Area and Dependent Coverage requirements listed below.

SERVICE AREA

The Service Area is the geographical area in which SafeGuard has a panel of contracted dentists who have agreed to provide care to SafeGuard members. Please see Page 4. To enroll in the SafeGuard plan, you must reside, live, or work in the Service Area and the permanent legal residence of any enrolled dependents must be:

- The same as Yours;
- In the Service Area with the person having temporary or permanent conservatorship or guardianship of such dependents, where the Subscriber has legal responsibility for the health of such dependents;
- In the Service Area under other circumstances where You are legally responsible for the health care of such dependents; or
- In the Service Area with Your spouse.

DEPENDENT COVERAGE

Your Organization is responsible for determining dependent eligibility. In the absence of such a determination, SafeGuard defines eligible dependents as:

- Your lawful spouse or domestic partner, if Your Organization provides such coverage
- Your unmarried children or grandchildren up to age 26 for whom You provide care, including adopted children, step-children, or other children for whom You are required to provide dental care pursuant to a court or administrative order. In addition, such dependents must be full-time students.
- Your children who are incapable of self-sustaining employment and support due to a medical disability or handicap; or
- Other dependents if Your Organization provides benefits for these dependents.

Please check with Your Organization if you have questions regarding your eligibility requirements.

WHEN COVERAGE BEGINS

Coverage for You and Your enrolled dependents will begin on the date determined by Your Organization. Newborn children are covered the first day of the month following the date of birth and legally adopted children, foster children and stepchildren are covered the first day of the month following placement as long as SafeGuard is notified within 31 days and any prepayment fee is paid within that period.

Check with Your Organization if you have any questions about when your coverage begins.

RECEIVING CARE

When enrolling for dental benefits, You and Your Dependents must choose a Selected General Dental Office from Our network. You and Your Dependents each may select a different Selected General Dental Office. Please refer to the Directory of Participating Providers for a complete listing of Selected General Dental Offices. You may obtain a Directory of Participating Providers from Our website www.metlife.com\mybenefits or by calling 1-800-880-1800.

Covered Services must be performed by Your Selected General Dental Office or a SafeGuard Specialty Care Dentist to whom You are referred in accordance with the terms of Your evidence of coverage and Schedule of Benefits. Services performed by any Dentist not contracted with SafeGuard are not Covered Services, without prior approval by SafeGuard, in accordance with the terms of Your evidence of coverage and Schedule of Benefits, subject to Emergency Dental Care provisions. If, based on a documented physical, mental, or medical reason as determined by the individual's physician or dentist providing the dental care, You or Your Dependents are unable to receive Covered Services in an office setting, We will not exclude coverage for those Covered Services based on the Covered Services not being completed in an office setting.

SPECIALTY CARE REFERRALS

During the course of treatment, Your Selected General Dentist may encounter situations that require the services of a Specialty Care Dentist. Your Selected General Dentist is responsible for determining when the services of a Specialty Care Dentist are necessary. How Specialty Care is accessed is determined by Your plan. Some plans allow self-referral while others require that Your Selected General Dentist refer You directly to a provider whose practice is limited to Specialty Care. Please consult the SCHEDULE OF BENEFITS for full information.

CHANGING YOUR SELECTED GENERAL DENTAL OFFICE

You or Your Dependent may change Selected General Dental Offices at any time. To do so, please contact Us at (800) 880-1800. We will help You locate a convenient Selected General Dental Office. The transfer will be effective on the first day of the month following the transfer request. There is no limit to how often You or Your Dependent may change Selected General Dental Offices. You must pay all outstanding charges owed to Your or Your Dependent's Selected General Dental Office before transferring to a new Selected General Dental Office. You may also have to pay a fee for the cost of duplicating x-rays and dental records.

SECOND OPINIONS

You or Your Dependent may request a second opinion if there are unanswered questions about diagnosis, treatment plans, and/or the results achieved by such dental treatment. In addition, We or You or Your Dependent's Selected General Dentist may also request a second opinion. There is no second opinion consultation charge. You or Your Dependent will be responsible for the office visit Co-Payment as listed in the Schedule of Benefits.

Reasons for a second opinion to be provided or authorized shall include, but are not limited to, the following:

(1) If You or Your Dependent question the reasonableness or necessity of recommended surgical procedures.
(2) If You or Your Dependent question a diagnosis or plan of care for a condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment, including, but not limited to, a serious chronic condition.
(3) If the clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating Selected General Dentist is unable to diagnose the condition, and the enrollee requests an additional diagnosis.

(4) If the treatment plan in progress is not improving Your or Your Dependent's dental condition within an appropriate period of time given the diagnosis and plan of care, and You or Your Dependent request a second opinion regarding the diagnosis or continuance of the treatment.

Requests for second opinions are processed within five business days of Our receipt of such request, except when an expedited second opinion is warranted; in which case a decision will be made and conveyed to You within 24 hours. Upon approval, We will contact the consulting Selected General Dentist and make arrangements to enable You or Your Dependent to schedule an appointment.

All second opinion consultations will be completed by a Selected General Dentist with qualifications in the same area of expertise as the referring Selected General Dentist or Selected General Dentist who provided the initial examination or dental care services.

You or Your Dependent may request a second opinion or obtain a copy of the second dental opinion policy by contacting Us either by calling (800) 880-1800 or sending a written request to the following address:

SafeGuard
c/o Customer Service
PO Box 3594
Laguna Hills, CA 92654-3594

YOUR FINANCIAL RESPONSIBILITY:

Prepayment Fee

Your Organization prepays SafeGuard for your coverage on a monthly basis. If you are responsible for any portion of the Prepayment Fee, your Organization will advise you of the amount and how it is to be paid. The Prepayment Fee is not the same as a co-payment.

Pursuant to Texas Insurance Code §1254.001, SafeGuard has the right to increase the premium charged within 60 days written notice to the Subscriber.

The Organization is liable for a member's premiums from the time the member is no longer part of the group eligible for coverage under the contract with SafeGuard until the end of the month in which the Organization notifies SafeGuard that the member is no longer part of the group eligible for coverage through the Organization. The member shall remain covered by the Organization until the end of that period.

Co-Payments

When You or Your Dependent receive care from either a Selected General Dentist or a Specialty Care Dentist, You must pay the Co-Payment. The Co-Payment is a fixed dollar amount as shown in the Schedule of Benefits or a fixed percentage of the Maximum Allowed Charge of the Covered Services performed by Your Selected General Dentist for which We are not responsible. When You or Your Dependent are referred to a Specialty Care Dentist, the Co-Payment may be either a fixed dollar amount, or a percentage of the Maximum Allowed Charge. Please refer to the Schedule of Benefits for specific details. When You have paid the required Co-Payment, if any, You have paid in full. If We fail to pay the Selected General Dentist, You will not be liable to the Selected General Dentist for any sums owed by Us. If You or Your Dependent choose to receive services from an Out-of-Network Dentist, You may be liable to the Out-of-Network Dentist for the cost of services unless specifically authorized by Us or in accordance with Emergency Dental Condition provisions of this evidence of coverage. We do not require claim forms.

Yearly Maximums

The Schedule of Benefits lists the Yearly maximums, if any, for Covered Services.

Orthodontic Covered Services

Orthodontic treatment is governed by the Schedule of Benefits. If your plan includes Orthodontic treatment coverage, such treatment and the specifics regarding the benefits and coverage under your plan will be contained in the Schedule of Benefits. If Your benefits terminate after the start of Orthodontic treatment, You will be responsible for any additional incurred charges for any remaining Orthodontic treatment.

Other Charges

All other charges You may be required to pay under this evidence of coverage are listed in the Schedule of Benefits. You must pay all Co-Payments, or the percentage of the Maximum Allowed Charge that We are not responsible for under the group contract.

PROMPT PAYMENT OF CLAIMS

All claims submitted to SafeGuard will be paid within 45 days of receipt (30 days if claim submitted electronically) when accompanied by appropriate documentation to support payment of the claim or, if other written arrangements have been made with the dental care provider, within the parameters of those agreements.

Payment of claims to You will be handled as follows:

Not later than the 15th day after we receive from you, SafeGuard will:

- Acknowledge receipt of the claim;
- Commence any investigation of the claim; and
- Request information, statements and forms from you as deemed necessary. Additional requests may be made during the course of the investigation.

Not later than the 15th day after receipt of all requested items and information, SafeGuard will:

- Notify You of the acceptance or rejection of the claim and the reason if rejected; or
- Notify You that additional time is needed and state the reason. Not later than the 45th day after the date of notification of the additional time requirement, SafeGuard shall accept or reject the claim.
- Claims will be paid no later than the fifth day after notification of acceptance of the claim.

CUSTOMER SERVICE

SafeGuard provides toll-free access to our Customer Service Associates to assist you with benefit coverage questions, resolving problems, or changing your dental office. SafeGuard's Customer Service can be reached Monday through Friday at 800)880-1800 from 5:00a.m. to 6:00pm Pacific Time. Automated service is also provided after hours for eligibility verification and dental office transfers.

EMERGENCY DENTAL SERVICES

All SafeGuard Selected General Dental Offices and Selected Specialty Care Providers provide Emergency Dental Services twenty-four (24) hours a day, seven (7) days a week. In the event of a dental emergency, simply contract your Selected General Dentist who will make arrangements from such emergency dental care, including the treatment and stabilization of an emergency dental condition.

If you cannot reach your dentist or SafeGuard's Customer Services, you may obtain Emergency Dental Services from any licensed dentist. SafeGuard will provide coverage for the following Emergency Dental

Services without regard to whether the dentist or provider furnishing the services has a contractual or other arrangement to provide services to covered individuals:

- Dental screening examinations and other evaluations required by state or federal law, which are necessary to determine whether an emergency dental condition exists.
- Necessary emergency dental care services, including the treatment and stabilization of an emergency dental condition.
- Services originating in a dental office following treatment or stabilization of an emergency dental condition, providing a prudent layperson possessing an average knowledge of medicine and health has made inquiry to and received authorization from SafeGuard for the post stabilization services. SafeGuard shall respond to the treating dentist within the time appropriate to the circumstances relating to the delivery of the services and the condition of the member, but in no case to exceed one (1) hour.

Examples of a dental emergency are defined as procedures administered in a dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain, or acute infection that would lead a prudent layperson to believe that immediate care is needed.

If medically necessary covered dental services are not available through a network provider, SafeGuard will, within the time appropriate to the circumstances relating to the delivery of the services and the condition of the patient, but in no event to exceed five (5) business days after receipt of reasonably requested documentation, allow a referral to a non-network provider and shall fully reimburse the non-network provider at the usual and customary or an agreed rate.

REIMBURSEMENT PROVISIONS

You are financially responsible for the cost of any services received from Out-of-Network Dentist unless those services were arranged by Your or Your Dependent's Selected General Dentist or were required to treat an Emergency Dental Condition.

When You or Your Dependent receive a Covered Service from an Out-of-Network Dentist for an Emergency Dental Condition, You should request that the Out-of-Network Dentist bill Us. If the Dentist refuses to bill Us but agrees to bill You, You should immediately submit the bill to Us in accordance with the sub-section titled Emergency Dental Care.

ROUTINE QUESTIONS ABOUT DENTAL BENEFITS

If You have any questions about dental benefits provided by the group contract, please call Us by dialing 1-800-880-1800.

Grievance Procedures

A "Complaint" is your written or oral dissatisfaction about any aspect of SafeGuard's operation, including but not limited to dissatisfaction with our plan administration, procedures, denial, reduction, or termination of a service not related to medical necessity, disenrollment decisions, or the way a service is provided.

A "Complaint" does not include (a) a misunderstanding or problem of misinformation that can be promptly resolved by SafeGuard by clearing up the misunderstanding or by supplying the correct information to your satisfaction; or (b) you or your provider's dissatisfaction of disagreement with an Adverse Determination.

If You or Your dependents have a complaint with SafeGuard or Your Selected General Dental Office, You may register Your complaint by calling SafeGuard's Customer Service at (800)880-1800. Or, you may submit a written complaint form (available online of by calling Customer Service) or a detailed summary of Your complaint to SafeGuard at:

SafeGuard
c/o Quality Management Department
PO Box 3532
Laguna Hills, CA 92654-3532

Please be sure to include Your name (patient's name, if different), Family Identification Number, Facility (or Selected General Dentist) name and number on all written correspondence.

SafeGuard agrees, subject to its complaint procedures, to duly investigate any and all complaints received from members. SafeGuard will acknowledge and confirm receipt of Your complaint in writing within five (5) calendar days of receipt of a complaint. We will resolve the complaint and communicate the resolution in writing within thirty (30) days. If SafeGuard receives your complaint orally, you will receive, with the acknowledgment letter, a one page complaint form that must be returned to SafeGuard so that it may resolve Your complaint promptly. Complaints involving an emergency will be investigated and resolved in accordance with the medical or dental immediacy, but no later than one business day after SafeGuard receives the complaint.

SafeGuard will issue a response letter to Your complaint which will provide the following information:

- SafeGuard's resolution of the complaint;
- the specific reason for the resolution
- the specialization of any provider consulted; and
- a complete description of the process for appeal, including the deadlines for the appeals process and the deadlines for the final decision on the appeal

Appeals to SafeGuard

If the action taken by SafeGuard is not satisfactory, You may appeal the matter. SafeGuard will acknowledge all appeals and appoint an appeal panel within five (5) calendar days of receipt by SafeGuard. SafeGuard will appoint an appeal panel, which will consist of three (3) persons, one dentist, one member, and one SafeGuard staff member who was not previously involved in the case. No later than five (5) calendar days before the date of the appeal hearing, SafeGuard shall provide to the complainant or the complainant's designated representative, written notification that includes the following information:

- The specialization of any Dentists consulted during the investigation;
- The name and affiliation of each SafeGuard representative on the appeal panel; and
- The complainant's right to:
- appear in person (or designate a representative if the enrollee is a minor or is disabled) at the appeal panel hearing in the location where the complainant normally received health care services unless another site is agreed to by the complainant, or address a Written appeal to the complaint appeal panel;
- present Written or oral information to the appeal panel;
- present alternative expert testimony to the appeal panel;
- request the presence of, and question at the appeal panel, any person responsible for making the prior determination that resulted in the appeal; and
- question those people responsible for making the prior determination that resulted in the appeal.

The appeal panel hearing will occur no later than 25 calendar days following Our receipt of the request and the complainant will be advised of the appeal panel's determination no later than 30 calendar days following Our receipt of the appeal request.

The final decision of the appeal panel will be communicated, in Writing, to the complainant within 5 calendar days of the appeal panel hearing and will include the toll-free telephone number and address of the Texas Department of Insurance. The Written communication will include a statement on the specific dental determination, clinical basis, and/or contractual criteria used to reach the final decision.

Grievance Appeals for an Emergency Dental Condition

If the appeal request involves a presently occurring Emergency Dental Condition, within 24 hours We will contact an appropriate Dentist who has not been involved with the case. Complaints involving an Emergency Dental Condition will be investigated and resolved in accordance with the dental immediacy but no later than 1 business day after We receive the complaint. SafeGuard will immediately inform the complainant of the final decision verbally followed by Written notification within 3 business days.

Appeal of Adverse Determinations

You, a person acting on Your behalf, or Your provider may appeal an Adverse Determination orally or in Writing. Appeal decisions will be made by a physician, or Dentist, as appropriate. When We receive an oral appeal of Adverse Determination, We will send a one-page appeal form to the appealing party.

Within 5 working days from Our receipt of the appeal, We will send Written acknowledgement of:

- the date We received the appeal, and
- a list of documents needed to be submitted by the appealing party to Us for the appeal.

As soon as practical after We have completed review of the appeal of the Adverse Determination, but no later than 30 days after We receive the appeal, We will issue a Written response to the complainant, a person acting on behalf of the complainant, or the complainant's provider explaining the resolution of the appeal. This response will include:

- a statement of the specific medical, dental, or contractual reasons for the resolution;
- the clinical basis for such decision;
- the specialization of any Dentist or other provider consulted; and
- notice of the appealing party's right to seek review of the denial by an independent review organization and the procedures for obtaining that review.

If the appeal is denied, Your provider may send to Us, in Writing, good cause for having a particular type of Specialty Care provider review the case. If this is provided to Us within 10 business days of the denial, the denial will be reviewed by a health care provider in the same or similar specialty as typically manages the Dental, or Specialty Care condition, procedure, or treatment under discussion for review of the Adverse Determination. The specialty review will be completed within 15 business days of receipt of the request.

In a circumstance involving a life-threatening condition, You are entitled to an immediate appeal to an independent review organization and are not required to comply with Our procedures for an internal review of the Adverse Determination.

Appeal of Adverse Determinations for an Emergency Dental Condition

In addition to the Written appeal, We will conduct an expedited appeal for denials of service for Emergency Dental Care. Such appeals are reviewed by a provider who has not previously reviewed the case, and who is of the same or a similar specialty as typically manages the applicable condition, procedure, or treatment under review. Appeals involving an Emergency Dental Condition will be investigated and resolved in accordance with the medical or dental immediacy of the condition, procedure, or treatment, but no later than 1 business day after We receive all information necessary to complete the appeal.

Filing Complaints with the Texas Department of Insurance

Any person, including persons who have attempted to resolve complaints through Our complaint system process and who is dissatisfied with the resolution, may file a complaint with the Texas Department of Insurance at PO Box 149091, Austin, TX 78714-9091. The Department's telephone number is (800) 252-3439.

The commissioner will investigate a complaint against Us to determine its compliance with applicable law within sixty (60) days after the Department receives Your complaint and all information necessary for the Department to determine compliance. The commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur:

- additional information is needed,
- an on-site review is necessary,
- We, the physician or provider, or You do not provide all documentation necessary to complete the investigation, or
- other circumstances beyond the Department's control occur.

We will not engage in any retaliatory action, including refusal to renew or cancellation of coverage, against a person because the person, or person acting on behalf of the person, has filed a complaint against Us or appealed a decision of Ours. We will not retaliate against a provider because the provider has, on behalf of You or Your Dependent, filed a complaint against Us.

You may be entitled to an independent review of your complaint pursuant to Texas Insurance Code section. In addition, if you have a disability affecting Your ability to communicate, SafeGuard will provide You, at Our own expense, an enrollee handbook and materials relating to the complaint and appeal process in the appropriate format, including but not limited to Braille, large print, audio tape, TDD access; and/or an interpreter.

Coordination of Benefits

We do not coordinate benefits with any other carrier. If you have coverage with another carrier, please contact that carrier to determine whether coordination of benefits is available. We will always pay as the primary carrier when we receive a claim.

TERMINATION OF COVERAGE

For a Member, in the case of:

- Non-payment of amounts due under the contract, including any applicable co-payments, coverage may be cancelled after not less than 30 days written notice; except no written notice will be required for failure to pay the Prepayment Fee
- Fraud or intentional misrepresentation, coverage may be cancelled after not less than 15 days written notice; subject, however, to the incontestability provisions outlined in this Evidence of Coverage;
- Fraud in the use of services or facilities, coverage may be cancelled after not less than 15 days written notice;
- Failure to meet eligibility requirements, coverage will be cancelled immediately, subject to continuation of coverage and conversion privileges, if applicable;
- Misconduct detrimental to safe Plan operations and the delivery of services, coverage may be cancelled immediately;

- Failure of the You and Your Selected General Dentist or Selected Specialty Care Provider to establish a satisfactory patient/provider relationship, provided that SafeGuard has made a good faith effort to provide the You with an opportunity to select an alternative provider, and further provided that SafeGuard has notified You in writing at least 30 days in advance that we consider such member's patient/provider relationship to be unsatisfactory and specified the changes that are necessary in order to avoid termination, and thereafter You have failed to make such changes, then coverage may be cancelled at the end of 30 days; and
- Failure of You and/or Your dependents to reside, live, or work in the Service Area, coverage may be cancelled immediately. This provision only applies if coverage is terminated uniformly without regard to any health status-related factor of members. Coverage for a child who is the subject of a medical support order cannot be cancelled solely because the child does not live, reside or work in the Service Area.

For a Group, in the case of:

- Nonpayment of premium, subject to the Grace Period provision. In this case, your coverage will terminate at the end of the last period for which a premium payment has been made to SafeGuard.
- Fraud on the part of the Group, coverage may be terminated after 15 days written notice;
- Violation of the participation requirements, coverage may be cancelled if a Group fails to meet the participation requirement, for a period of at least six consecutive months, SafeGuard may terminate coverage upon the first renewal date following the end of the six consecutive month period;
- No enrollees from the Group reside, live or work in the Service Area; and
- Membership of an Employer in an association ceases, coverage may be cancelled after 30 days written notice. This provision applies only if coverage is terminated uniformly without regard to the health status of the covered member.

Grace Period

A period of at least 30 days after a premium due date, during which premium must be paid to SafeGuard without lapse of Your coverage and that of Your dependents, if any, under this Evidence of Coverage. If payment is not received within the 30 days, coverage may be cancelled after the 30th day and You will be responsible for any cost of services received during the Grace Period.

If You terminate from the plan while the Group Contract between SafeGuard and Your Organization is in effect, Your dentist must complete any dental procedure started on You before Your termination, abiding by the terms and conditions of the plan.

Covered Services After Dental Coverage Ends

Dental services received after You or Your Dependent's coverage terminates are not covered. Your Selected General Dentist must complete any dental procedure started on you before your termination, abiding by the terms and conditions of the plan.

Orthodontic treatment is governed by the Orthodontic limitations listed in the section SCHEDULE OF BENEFITS. If coverage from the plan ends after the start of Orthodontic treatment, You or Your Dependent will be responsible for any costs Orthodontic treatment after coverage ends.

Renewal Provisions

Your Organization has contracted with Us to provide services for the time period specified in the group contract between the parties. Your benefits are guaranteed for that time period so long as You meet eligibility requirements under the group contract. When the group contract expires, it may be renewed. If

renewed, it is possible that the terms the group contract may have been changed. If changes to benefits, Co-Payments or premiums have been made to a renewed group contract, Your Organization will notify You not less than sixty (60) days before the effective date.

Conversion Privilege/Continuation of Coverage

If Your or Your Dependent's dental benefits end, contact Our customer service department at (800) 880-1800 to check on the availability of a conversion plan.

If Your or Your Dependent's dental benefits end for any reason except for involuntary termination for cause, You or Your Dependents may elect to continue dental benefits under this group contract. You or Your Dependents may continue dental benefits, upon payment of the applicable premium, until the earliest of:

- 9 months after the date the election is made (if You and/or Your Dependents are not eligible for continuation under COBRA);
- 6 months after the date Your and/or Your Dependent's continuation under COBRA ends (if You and/or Your Dependent are eligible for continuation under COBRA);
- the date on which failure to make timely payments would terminate coverage;
- the date on which You and/or Your Dependents are covered for similar services and benefits by another provider or dental service subscriber contract or other prepayment plan or any other plan or program; or
- the date on which the group contract ends.

You and/or Your Dependents must request this continuation of coverage in Writing within 31 days following the later of:

- the date Your or Your Dependent's coverage would otherwise end; and
- the date You or Your Dependents are given notice of the right of continuation by Your Employer.

INCONTESTABILITY

All statements made on Your Enrollment Form shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of Your knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew Your coverage or reduce benefits unless: (1) it is in written enrollment application signed by you; and (2) a signed copy of the enrollment application is or has been furnished to You or Your representative.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid or reduce benefits or defend a claim unless the following requirements are met:

- The statement is in a Written application or enrollment form;
- You have Signed the application or enrollment form; and
- A copy of the application or enrollment form has been given to You or Your Beneficiary.

This contract may only be contested for fraud or intentional misrepresentation of material fact made on the enrollment application.

Misstatement of Age

If Your or Your Dependent's age is misstated, the correct age will be used to determine eligibility for dental benefits and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this evidence of coverage do not conform to any applicable law, this evidence of coverage shall be interpreted to so conform.

DEFINITIONS

As used in this evidence of coverage, the terms listed below will have the meanings set forth below. When defined terms are used in this evidence of coverage, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- Your Organization's place of business;
- an alternate place approved by Your Organization; or
- a place to which Your Organization's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Organization approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Adverse Determination means a determination by Us that the services furnished or proposed to be furnished to You are not Dentally Necessary or are experimental or investigational.

Amalgam means a silver filling material usually used on posterior teeth.

Anterior means teeth located in the front of the mouth – upper and lower 6 teeth with three in each quadrant of the mouth 12 teeth in total.

Asymptomatic means without symptoms, the absence of any indication of disease, surrounding pathology or impaired function.

Bicuspid means teeth located immediately in front of the molar teeth – upper and lower with two in each quadrant of the mouth 8 teeth in total.

Bridge or **Bridgework** means a fixed replacement for one or more missing teeth that is permanently attached to the teeth adjacent to the empty space(s).

Cast Restoration means an inlay, onlay, or crown.

Child means the following:

- Your natural or adopted child;
- Your stepchild who resides with You;
- Your grandchild who resides with You;
- or a child who resides with and is fully supported by You (including the child of a Domestic Partner), and who, in each case, is under age **26**, and
- unmarried;

- supported by You;
- not employed on a full-time basis; and
- a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located.

Child includes:

- newborn children;
- adoptees or a child who has become the subject of a lawsuit for adoption by You, where You have legal responsibility for the health care of such child;
- a child over who You have temporary or permanent conservatorship or guardianship;
- a child residing in the Service Area with Your Spouse;
- a child for whom You are required to provide a dental plan for by a medical support order;
- a child who is medically certified as disable and dependent on the parent; and
- a dependent student on medically necessary leave of absence for one year after the first day of medically necessary leave of absence

The term does not include any person who:

- is in the military of any country or subdivision of any country;
- lives outside of the United States or Canada; or
- is covered under the group contract as an Employee.

Co-Payment or Co-Pay means a fixed dollar amount as shown in the Schedule of Benefits. or a percentage of the Maximum Allowed Charge that is not a Covered Percentage. You must pay Your Co-Payment at the time of delivery of supplies or services.

Cosmetic means services performed solely for appearance. Treatment of decay, disease or injury to the teeth or supporting tissues of the teeth is not evident. Cosmetic means any procedure which is directed at improving the patient's appearance and does not meaningfully promote the proper function or prevent or treat illness or disease.

Covered Percentage means the percentage of the Maximum Allowed Charge that We cover. These percentages are shown in the SCHEDULE OF BENEFITS

Covered Service means a dental service used to treat Your or Your Dependent's dental condition which is:

- prescribed or performed by a Dentist while such person is covered for dental benefits;
- Dentally Necessary to treat the condition; and
- described in the SCHEDULE OF BENEFITS, or
- DENTAL BENEFITS sections of this evidence of coverage.

Crown means a restoration place over a tooth to strengthen and/or replace missing tooth structure. A crown can be made of different materials, for example, noble, high noble, and base metals, or porcelain or porcelain and metal.

Dental Hygienist means a person trained to:

- remove calcareous deposits and stains from the surfaces of teeth; and
- provide information on the prevention of oral disease.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's parents; children (natural, step or adopted); siblings; grandparents; or grandchildren.

Dentally Necessary means that a dental service or treatment is performed in accordance with generally accepted dental standards and is:

- necessary to treat decay, disease or injury of the teeth; or
- essential for the care of the teeth and supporting tissues of the teeth.

Dentist means:

- a person licensed to practice dentistry in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Dentist's services for purposes of the group contract. Each such person must be licensed in the jurisdiction where the services are performed and must act within the scope of that license. The person must also be certified and/or registered if required by such jurisdiction.

For purposes of dental benefits, the term will include a Physician who performs a Covered Service.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's parents; children (natural, step or adopted); siblings; grandparents; or grandchildren.

Dentures means fixed partial dentures (bridgework), removable partial dentures and removable full dentures.

Dependent(s) means Your Spouse and/or Child.

Directory of Participating Providers means the list of Selected General Dentists from whom You must select to receive Covered Services.

Domestic Partner means each of two people, one of whom is an employee of Your Organization, who have:

- registered as domestic partners with a government agency or office where such registration is available; or
- submitted a domestic partner declaration to Your Organization.

The domestic partner declaration must be signed by both parties, and establish that:

- each person is 18 years of age or older;
- neither person is married;

- neither person has had another domestic partner within 6 months prior to the date they enroll for benefits for the Domestic Partner under the group contract;
- they have shared the same residence for at least 6 months prior to the date they enroll for benefits for the Domestic Partner under the group contract;
- they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
- they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least **6** months prior to the date they enroll for benefits for the Domestic Partner under the group contract, and such commitment is expected to last indefinitely; and
- 2 or more of the following exist as evidence of joint responsibility for basic financial obligations:
  - a joint mortgage or lease;
  - designation of the Domestic Partner as beneficiary for life insurance or retirement benefits;
  - joint wills or designation of the Domestic Partner as executor and/or primary beneficiary;
  - designation of the Domestic Partner as durable power of attorney or health care proxy;
  - ownership of a joint bank account, joint credit cards or other evidence of joint financial responsibility; or
  - other evidence of economic interdependence.

Your Organization will review the affidavit and determine whether to accept the request to insure the Domestic Partner.

Emergency Dental Condition means a dental condition the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including, but not limited to, bleeding, swelling or severe pain, that a prudent layperson, possessing an average knowledge of dentistry and health, could reasonably expect the absence of immediate dental attention to result in:

- placing the health of the person afflicted with such condition in serious jeopardy;
- serious impairment to such person's bodily functions;
- serious impairment or dysfunction of any bodily organ or part of such person; or
- serious disfigurement of such person.

Endodontics means procedures that treat the nerve or the pulp of the tooth. Usually needed due to injury or infection of the tooth.

Experimental means services that do not have endorsement from professional organizations whose role is to evaluate such items. Services that are either unproven for the diagnosis or treatment of a condition or not generally recognized by the professional community as effective or appropriate for the diagnosis or treatment of a condition.

Full-Time means Active Work on Your Organization's regular work schedule for the class of Employees to which You belong. The work schedule must be at least 20 hours a week.

Maximum Allowed Charge means the lesser of:

- the amount charged by the Selected General Dentist or
- the maximum amount which the Selected General Dentist has agreed with Us to accept as payment in full for the dental service.

Oral Surgery means surgery performed in and around the mouth, to remove teeth, reshape portions of the bone or soft tissue, or biopsy suspect areas of the mouth.

Orthodontics means braces and other procedures or appliances to help align the upper and lower teeth.

Out-of-Network Dentist means a Dentist who does not have a contractual agreement with Us to provide Covered Services to You or a Dependent.

Periodontics means procedures related to treatment of the supporting structures of the teeth (e.g., gums and underlying bone).

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the group contract. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's parents; children (natural, step or adopted); siblings; grandparents; or grandchildren.

Posterior means teeth that have flat chewing surfaces, located in the back of the mouth, upper and lower includes molars and bicuspids (premolars) 20 teeth including wisdom teeth.

Prepayment Fee means the monthly fee paid to Us by Your Organization. The prepayment fee is not the same as a Co-Payment.

Primary Teeth means the first set of teeth ("baby" teeth).

Prophylaxis means a standard cleaning, the scaling and polishing of teeth to remove plaque and tarter above the gum line.

Prosthodontics means the replacement of missing teeth with artificial substitutes. The appliances can be fixed (bridge or implant) or removable (dentures).

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this evidence of coverage. When a claim is made for any benefit described in this evidence of coverage, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Quadrant means one of the four equal sections into which Your mouth can be divided.

Reasonable and Customary Charge means the least of:

- the amount charged by the Selected General Dentist for a Covered Service;

- the usual amount charged by the Selected General Dentist for dental services which are the same as, or similar to, the Covered Service; or
- the usual amount charged by other Selected General Dentist in the same geographic area for dental services which are the same as, or similar to, the Covered Service.

Resin-based Composite means tooth-colored (white) fillings.

Selected General Dentist means a SafeGuard contracted dentist who agrees in Writing to provide dental services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

Selected General Dental Office means a dental office contracted with SafeGuard consisting of dentists who agree in Writing to provide dental services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

Specialty Care means services provided by an endodontist, periodontist, pediatric Dentist, oral surgeon, or orthodontist. These services may be covered at a co-payment, or at 75% of the Dentist's Reasonable and Customary Charge. If they are not Covered Services, they may be available at 75% of the Dentist's Reasonable and Customary Charge.

Specialty Care Dentist means a SafeGuard contracted dentist who agrees in Writing to provide Specialty Care services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

Service Area means the geographical area in which SafeGuard has a panel of Selected General Dentists and Specialty Care Dentists who have agreed to provide care to SafeGuard customers. To enroll in the SafeGuard plan, You and Your Dependents (except Dependent Children) must, reside, live, or work in the Service Area.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse. The term also includes Your Domestic Partner.

The term does not include any person who:

- is in the military of any country or subdivision of any country;
- lives outside of the United States or Canada; or
- is covered under the group contract as an Employee.

We, **Us** and **Our** mean SafeGuard Health Plans, Inc. or Metropolitan Life Insurance Company, or MetLife

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Year or **Yearly** means the 12 month period that begins January 1.

You and **Your** mean an employee who is covered under the group contract for the dental benefits described in this evidence of coverage.

THE PRECEDING PAGE IS THE END OF THE EVIDENCE OF COVERAGE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

MetLife

Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.
Metropolitan General Insurance Company
Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice, "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it

to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to: MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

HIPAA Notice of Privacy Practices for Protected Health Information

This notice describes how information about you, including Protected Health Information under HIPAA and/or medical records protected by federal confidentiality rules (42 C.F.R. Part 2), may be used and disclosed. This includes:

- **HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED;**
- **YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION;**
- **HOW TO FILE A COMPLAINT CONCERNING A VIOLATION OF THE PRIVACY OR SECURITY OF YOUR HEALTH INFORMATION OR OF YOUR RIGHTS CONCERNING YOUR INFORMATION.**

YOU HAVE A RIGHT TO A COPY OF THIS NOTICE (IN PAPER OR ELECTRONIC FORM) AND TO DISCUSS IT WITH THE METLIFE HIPAA PRIVACY OFFICE AT (212) 578-0299 AND HIPAAPRIVACYAMERICASUS@METLIFE.COM IF YOU HAVE ANY QUESTIONS.

This is your Health Information Privacy Notice from Metropolitan Life Insurance Company or a member of the MetLife, Inc. family of companies, which includes SafeGuard Health Plans, Inc., SafeHealth Life Insurance Company, and Delaware American Life Insurance Company (collectively, "**MetLife**"). **Please read it carefully.** You have received this notice because of your Dental, Vision, Long-Term Care, Cancer and Specified Disease Expense Insurance, or Health coverage with us (your "**Coverage**"). MetLife strongly believes in protecting the confidentiality and security of information we collect about you. This notice refers to MetLife by using the terms "us," "we," or "our."

This notice describes how we protect the personal health information and, when applicable, to comply with 42 CFR Part 2 regarding Substance Use Disorder (SUD) records we have about you which relates to your MetLife Coverage ("**Protected Health Information**" or "**PHI**"), and how we may use and disclose this information. PHI includes individually identifiable information which relates to your past, present or future health, treatment or payment for health care services. Substance Use Disorder (SUD) records refers to records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to substance abuse education prevention, training, treatment, rehabilitation, or research, which is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This notice also describes your rights with respect to the PHI and, if applicable, SUD records and how you can exercise those rights.

We are required to provide this notice to you by the Health Insurance Portability and Accountability Act ("**HIPAA**") and/or federal confidentiality rules (42 CFR Part 2). For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please see the privacy notices contained at our website, **www.metlife.com**. You may submit questions to us there or you may write to us directly at MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902.

NOTICE SUMMARY

The following is a brief summary of the topics covered in this HIPAA notice. Please refer to the full notice below for details.

As allowed by law, we may **use** and **disclose** PHI to:

- make, receive, or collect payments;
- conduct health care operations;
- administer benefits by sharing PHI with affiliates and Business Associates;
- assist plan sponsors in administering their plans; and
- inform persons who may be involved in or paying for another's health care.

In addition, we may use or disclose PHI:

- where required by law or for public health activities;
- to avert a serious threat to health or safety;
- for health-related benefits or services;
- for law enforcement or specific government functions;
- when requested as part of a regulatory or legal proceeding; and

- to provide information about deceased persons to coroners, medical examiners, or funeral directors.

You have the right to:

- receive a copy of this notice;
- inspect and copy your PHI, or receive a copy of your PHI;
- amend your PHI if you believe the information is incorrect;
- obtain a list of disclosures we made about you (except for treatment, payment, or health care operations);
- ask us to restrict the information we share for treatment, payment, or health care operations;
- request that we communicate with you in a confidential manner; and
- complain to us or the U.S. Department of Health and Human Services if you believe your privacy rights have been violated.

We are required by law to:

- maintain the privacy of PHI and, when applicable, SUD records;
- provide this notice of our legal duties and privacy practices with respect to PHI and, when applicable, SUD records;
- notify affected individuals following a breach of unsecured PHI and, when applicable, SUD records; and
- follow the terms of this notice.

NOTICE DETAILS

We **protect** your PHI from inappropriate use or disclosure. Our employees, and those of companies that help us service your MetLife Coverage, are required to comply with our requirements that protect the confidentiality of PHI. They may look at your PHI only when there is an appropriate reason to do so, such as to administer our products or services.

Except in the case of Long-Term Care Coverage, we will **not use or disclose** PHI that is genetic information for underwriting purposes. For example, we will not use information from a genetic test (such as DNA or RNA analysis) of an individual or an individual's family members to determine eligibility, premiums or contribution amounts under your Coverage.

We will **not sell or disclose** your PHI to any other company for their use in marketing their products to you. However, as described below, we will use and disclose PHI about you for business purposes relating to your Coverage.

The main reasons we may **use** and **disclose** your PHI are to evaluate and process any requests for coverage and claims for benefits you may make or in connection with other health-related benefits or services that may be of interest to you. The following describe these and other uses and disclosures.

- **For Payment:** We may use and disclose PHI to pay benefits under your Coverage. For example, we may review PHI contained in claims to reimburse providers for services rendered. We may also disclose PHI to other insurance carriers to coordinate benefits with respect to a particular claim. Additionally, we may disclose PHI to a health plan or an administrator of an employee welfare benefit plan for various payment-related functions, such as eligibility determination, audit and review, or to assist you with your inquiries or disputes.

- **For Health Care Operations:** We may also use and disclose PHI for our insurance operations. These purposes include evaluating a request for our products or services, administering those products or services, and processing transactions requested by you.

- **To Affiliates and Business Associates:** We may disclose PHI to Affiliates and to business associates outside of the MetLife family of companies if they need to receive PHI to provide a service to us and will agree to abide by specific HIPAA rules relating to the protection of PHI. Examples of business associates are: billing companies, data processing companies, companies that provide general administrative services, health information organizations, e-prescribing gateways, or personal health record vendors that provide services to covered entities. PHI may be disclosed to reinsurers for underwriting, audit or claim review reasons. PHI may also be disclosed as part of a potential merger or acquisition involving our business in order that the parties to the transaction may make an informed business decision.

- **To Plan Sponsors:** We may disclose summary health information such as claims history or claims expenses to a plan sponsor to enable it to obtain premium bids from health plans, or to modify, amend or terminate a group health plan. We may also disclose PHI to a plan sponsor to help administer its plan if the plan sponsor agrees to restrict its use and disclosure of PHI in accordance with federal law.

- **To Individuals Involved in Your Care:** We may disclose your PHI to a family member or other individual who is involved in your health care or payment of your health care. For example, we may disclose PHI to a covered family member whom you have authorized to contact us regarding payment of a claim.

- **Where Required by Law or for Public Health Activities:** We disclose PHI when required by federal, state or local law. Examples of such mandatory disclosures include notifying state or local health authorities regarding particular communicable diseases, or providing PHI to a governmental agency or regulator with health care oversight responsibilities.

- **To Avert a Serious Threat to Health or Safety:** We may disclose PHI to avert a serious threat to someone's health or safety. We may also disclose PHI to federal,

state or local agencies engaged in disaster relief, as well as to private disaster relief or disaster assistance agencies to allow such entities to carry out their responsibilities in specific disaster situations.

- **For Health-Related Benefits or Services:** We may use your PHI to provide you with information about benefits available to you under your current coverage or policy and, in limited situations, about health-related products or services that may be of interest to you. However, we will not send marketing communications to you in exchange for financial remuneration from a third party without your authorization.

- **For Law Enforcement or Specific Government Functions:** We may disclose PHI in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose PHI about you to federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

- **When Requested as Part of a Regulatory or Legal Proceeding:** If you or your estate are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We may also disclose PHI about you in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request or to obtain an order protecting the PHI requested. We may disclose PHI to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination.

- **PHI about Deceased Individuals:** We may release PHI to a coroner or medical examiner to assist in identifying a deceased individual or to determine the cause of death. In addition, we may disclose a deceased's person's PHI to a family member or individual involved in the care or payment for care of the deceased person unless doing so is inconsistent with any prior expressed preference of the deceased person which is known to us.

- **Other Uses of PHI:** Other uses and disclosures of PHI not covered by this notice and permitted by the laws that apply to us will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization in writing at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your Coverage. You should understand that we will not be able to take back any disclosures we have already made with authorization.

- **Your Records and 42 CFR Part 2:** If you receive services for a substance use disorder, those records are protected by federal law. We will not disclose your SUD records to anyone, including for treatment, payment, or healthcare operations, unless:

  - You sign a written consent form that complies with 42 CFR §2.31;
  - A court orders the disclosure;
  - It is for a medical emergency; or
  - It is for research or audit purposes as permitted by law.

- **Special Restrictions on Legal Proceedings:** Under Part 2 Final Rule, your SUD records cannot be used or disclosed in any civil, criminal, administrative, or legislative proceeding against you, even with a subpoena, unless authorized by a specific court order or your written consent.

- **SUD Records Uses and Disclosures We May Make Without Consent:**

  - Payment: We may use or disclose your records to pay claims for treatment services you have authorized, or for auditing purposes.
  - Medical Emergency: We may disclose records to medical personnel for the immediate treatment of an emergency.
  - Audits/Evaluations: We may disclose records to government agencies for mandatory audits or evaluations.

Your Rights Regarding Protected Health Information and SUD Records That We Maintain About You

The following are your various rights as a consumer under HIPAA concerning your PHI, and, when applicable, 42 CFR Part 2 concerning your SUD records. Should you have questions about or wish to exercise a specific right, please contact us in writing at the applicable Contact Address listed on the last page.

- **Right to Inspect and Copy Your Information:** In most cases, you have the right to inspect and obtain a copy of the information that we maintain about you. If we maintain the requested information electronically, you may ask us to provide you with the information in electronic format, if readily producible; or, if not, in a readable electronic form and format agreed to by you and us. To receive a copy of your information, you may be charged a fee for the costs of copying, mailing, electronic media, or other supplies associated with your request. You may also direct us to send the information you have requested to another person designated by you, so long as your request is in writing and clearly identifies the designated individual. However, certain types of information will not be made available for inspection and copying. This includes psychotherapy notes or information collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited circumstances, we may deny your request to inspect and obtain a copy of your information. If we do, you may request that the denial be reviewed. The review will be conducted by an individual chosen by us who was not involved in the original decision to deny your request. We will comply with the outcome of that review.

- **Right to Amend Your Information:** If you believe that your information is incorrect or that an important part of it is missing, you have the right to ask us to amend your information while it is kept by or for us. You must specify

the reason for your request. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend information that:

- is accurate and complete;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information kept by or for us; or
- is not part of the information which you would be permitted to inspect and copy.

- **Right to a List of Disclosures:** You have the right to request a list of the disclosures we have made of your information. This list will not include disclosures made for treatment, payment, health care operations, purposes of national security, to law enforcement, to corrections personnel, pursuant to your authorization, or directly to you. To request this list, you must submit your request in writing. Your request must state the time period for which you want to receive a list of disclosures. You may only request an accounting of disclosures for a period of time less than six years prior to the date of your request. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. We may charge you for responding to any additional requests. We will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any cost.

- **Right to Request Restrictions:** You have the right to request a restriction or limitation on information we use or disclose about you for treatment, payment, or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, **we are not required to agree to it.** If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on information uses or disclosures that are legally required, or which are necessary to administer our business.

- **Right to Request Confidential Communications:** You have the right to request that we communicate with you about information in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing *and* specify how or where you wish to be contacted. We will accommodate all reasonable requests.

- **Contact Addresses:** If you have any questions about a specific individual right or you want to exercise one of your individual rights, please submit your request in writing to the address below which applies to your Coverage:

MetLife or SafeGuard Dental & Vision
P.O. Box 14587
Lexington, KY 40512-4587

MetLife LTC Privacy Coordinator
1300 Hall Boulevard, 3rd Floor
Bloomfield, CT 06002

Delaware American Life Insurance Company
MetLife Worldwide Benefits
P.O. Box 1449
Wilmington, DE 19899-1449

Cancer and Specified Disease Expense Insurance
c/o Bay Bridge Administrators, LLC
P.O. Box 161690
Austin, TX 78716

- **Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, please contact MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902. All complaints must be submitted in writing. You will not be penalized for filing a complaint. If you have questions as to how to file a complaint, please contact us at telephone number (212) 578-0299 or at HIPAAprivacyAmericasUS@metlife.com.

ADDITIONAL INFORMATION

Changes to This Notice: We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for PHI we already have about you, as well as any PHI we receive in the future. The effective date of this notice and any revised or changed notice may be found on the last page, on the bottom right-hand corner of the notice. You will receive a copy of any revised notice from MetLife by mail or by e-mail, if e-mail delivery is offered by MetLife and you agree to such delivery.

Further Information: You may have additional rights under other applicable laws. For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please e-mail us at HIPAAprivacyAmericasUS@metlife.com or call us at telephone number (212) 578-0299, or write us at:

MetLife, Americas
U.S. HIPAA Privacy Office
P.O. Box 902
New York, NY 10159-0902