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

COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE STATEMENT

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.

Organization:	Rio Vista Development, LLP dba The Garland Hotel
Group Contract Number:	KM 05398411-G
Type of Benefits:	Dental Benefits
Plan Name	MET335
SafeGuard Toll Free Number(s):	
For General Information	1-800-275-4638

THIS EVIDENCE OF COVERAGE ONLY DESCRIBES DENTAL BENEFITS.

REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

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 RESIDENTS OF CALIFORNIA

This evidence of coverage provides a detailed summary of how your SafeGuard dental contract operates, Your entitlements, and the contract's restrictions and limitations. **This combined evidence of coverage and disclosure statement constitutes only a summary of the contract. The contract must be consulted to determine the exact terms and conditions of coverage.** If You have special health care needs, You should read carefully those sections that apply to You. You may obtain a copy of the contract by requesting it from the Organization, or by writing to SafeGuard Health Plans, Inc., Attn: Legal Department, 5 Park Plaza, Suite 1850, Irvine, CA, 92614-2533, or by calling (800) 880-1800.

This evidence of coverage and disclosure statement is subject to Chapter 2.2 of Division 2 of the California Health and Safety Code (commonly referred to as the Knox-Keene Act) and the regulations issued thereto by the Department of Managed Health Care. Should either the law or the regulations be amended, such amendments shall automatically be deemed to be a part of this document and shall take precedence over any inconsistent provision of this contract. Any provision required to be in this evidence of coverage and disclosure statement by either law or the regulation shall automatically bind SafeGuard.

Pursuant to Section 1365(b) of the Knox-Keene Health Care Service Plan Act of 1975, as amended, an enrollee or subscriber who alleges that his or her enrollment has been canceled or not renewed because of his or her health status or requirements for health care services may request a review by the Director of California Department of Managed Health Care. If the Director determines that a proper complaint exists, the Director shall notify SafeGuard. Within 15 days after receipt of such notice, SafeGuard shall either request a hearing or reinstate the enrollee or subscriber. If, after hearing, the Director determines that the cancellation or failure to renew is improper, the Director shall order SafeGuard to reinstate the enrollee or subscriber. A reinstatement pursuant to this provision shall be retroactive to the time of cancellation or failure to renew and SafeGuard shall be liable for the expenses incurred by the subscriber or enrollee for covered health care services from the date of cancellation or non-renewal to and including the date or reinstatement.

Confidentiality of Dental Records

A STATEMENT DESCRIBING SAFEGUARD'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF DENTAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

You may request confidential treatment for the following types of written, verbal, or electronic communications by calling MetLife at 1-800-MET-LIFE (1-800-638-5433): bills and attempts to collect payment; notices of adverse benefits determinations; explanation of benefits notices; requests for additional information regarding claims; notices of contested claims; the name and address of a provider, description of services provided, and other information related to visits; and any communication initiated by us that contains protected health information.

Organ Donation

Donating organs and tissues provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If You are interested in organ donation, please speak with Your physician. Organ donation begins at the hospital when a person is pronounced brain dead and is identified as a potential organ donor. An organ procurement group will become involved to coordinate the activities.

Language Assistance

As a SafeGuard Member You have a right to free language assistance services, including interpretation and translation services. SafeGuard collects and maintains Your language preferences, race, and ethnicity so that we can communicate more effectively with our Members. If You require spoken or Written language assistance or would like to inform SafeGuard of Your preferred language, please contact us at (800) 880-1800.

作為**SafeGuard**的會員，您有權獲得免費語言服務，包括口譯和筆譯。**SafeGuard**收集並保存有關您的語言選擇、人種和族裔方面的資料，以便我們更有效地與會員溝通。如果您需要語言方面的協助，或希望將您選擇的語言告訴**SafeGuard**，可通過電話或網站與**SafeGuard**聯絡，電話是**(800) 880-1800**。

Como miembro de SafeGuard usted tiene derecho a recibir servicios gratuitos de asistencia en idiomas. Esto incluye servicios de interpretación y traducción. SafeGuard recaba la información sobre sus preferencias de idioma, raza, y etnia de manera que nos podamos comunicar eficazmente con nuestros afiliados. Si necesita asistencia verbal o escrita en su idioma o quiere informarle a SafeGuard sobre su idioma de preferencia, comuníquese con nosotros al (800) 880-1800.

NOTICE FOR RESIDENTS OF ALL STATES

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 Co-Payment, or the Prepayment Fee, or change any exclusion or limitation, except after at least 30 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 Schedule of Benefits. Please also review the DENTAL BENEFITS section of this evidence of coverage for more details.
    - 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. As indicated on Your enrollment form, Your signature authorizes SafeGuard to obtain copies of your dental records, if necessary.
- You may request a response from SafeGuard to any Written concern or complaint.

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 contact the Selected General Dental Office twenty-four (24) 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.

DENTAL BENEFITS

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 SafeGuard's Peer Review Committee and Public Policy Committees. 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.

Who May Enroll

Your Organization is 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

SafeGuard's service area is the geographic region in the state of California where SafeGuard is authorized by the California Department of Managed Health Care to provide Covered Services to Members and in which SafeGuard has a panel of Selected General Dentists and Specialty Care Dentists who have agreed to provide care to SafeGuard members. To enroll in the SafeGuard plan, You and Your dependents must reside, live, or work in the Service Area.

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;
- Your 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;
- Your children who are incapable of self-sustaining employment and support due to a developmental disability or physical handicap; and
- 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 day of birth as long as You are enrolled; legally adopted children, foster children and stepchildren are covered the first day of the month following placement as long as SafeGuard is notified within ninety (90) days.

Your coverage will begin on the date determined by Your Organization. Waiting periods for eligibility, if applicable, are determined by Your Organization.

Adopted child are covered from the earlier of the moment the child is placed in Your residence, and the child's birth, if You have entered into a written agreement to adopt the child prior to its birth. Newborn children are covered the first day of the month following the date of birth, and foster children and stepchildren are covered the first day of the month following placement as long as Your Organization is notified within 90 days and any Prepayment Fee is paid within that period.

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

Choice of Dentists

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL CARE MAY BE OBTAINED.

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. If You do not select a Selected General Dental Office or the one you chose is not available, SafeGuard may do so for You. 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 (800) 880-1800.

Facilities

You may obtain a list of SafeGuard's Selected General Dental Offices and their hours of availability by calling SafeGuard at (800) 880-1800. A list of SafeGuard's participating General Dental Offices can be found it is Directory of Participating Providers or online at www.metlife.com\mybenefits.

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.

Provider Reimbursement

By statute, every contract between SafeGuard and its providers state that, in the event SafeGuard fails to pay the provider, You shall not be liable to the provider for any sums owed by SafeGuard. Selected General Dental Offices will collect all applicable co-payments from you directly at the time of service and then bill SafeGuard for reimbursement according to the contracted plan provisions.

Selected General Dental Offices are paid on a per member, per month, or "capitated" basis for members that have selected the Selected General Dental Office and may receive an additional or supplemental fee for certain procedures performed. Specialty Care Dentists are compensated according to a negotiated fee schedule. No bonuses or incentives are paid to Selected General Dental Offices or Specialty Care Dentists. For additional information, you may contact SafeGuard at (800) 880-1800 or speak directly with Your provider.

SafeGuard shall provide coverage for dental consultation and treatment services that are appropriately delivered through telehealth services. SafeGuard will reimburse the provider on the same basis and to the same extent had the consultation and treatment services been performed in-person.

Liability of Subscriber or Enrollee for Payment

Covered Services must be performed by Your Selected General Dental Office or a 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 Out-of-Network Dentist are not Covered Services, without prior approval by SafeGuard or Your Selected General Dentist, in accordance with the terms of Your evidence of coverage and Schedule of Benefits (except for out-of-area emergency services). If You or Your dependent self-refer to a Selected General Dentist (other than Your or Your dependent's Selected General Dentist) or an Out-of-Network Dentist, You are responsible for the cost of those services.

Prepayment Fee

Your Organization prepays Us for Your and Your dependent's coverage. If You are responsible for any portion of this Prepayment Fee, Your Organization will advise You of the amount and how it is to be paid. Please refer to the Co-Payment section, below, for information relating to Your Co-Payments under this group contract. The Prepayment Fee is not the same as a Co-Payment.

The exact Prepayment Fee is contained in the group contract between Us and Your Organization. You may obtain a copy of the group contract from Your Organization, or by writing to SafeGuard Health Plans, Inc., Attn: Legal Department, 5 Park Plaza, Suite 1850, Irvine, CA 92614-2533, or by calling (800) 880-1800.

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 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, as shown in the Schedule of Benefits. 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 will 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.

Orthodontic Covered Services

Orthodontic treatment is governed by the Schedule of Benefits. If Dental Benefits terminate after the start of Orthodontic treatment, You will be responsible for any additional incurred charges for any remaining Orthodontic treatment.

Yearly Maximums

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

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 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.

Non-Covered Services

IMPORTANT: If you opt to receive dental services that are not covered services under this plan, a participating dental provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about dental coverage options, you may call member services at (800) 880-1800 or your insurance broker. To fully understand your coverage, you may wish to carefully review this evidence of coverage.

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.

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.

If you receive a bill or have paid for a Covered Service and seek reimbursement, please contact SafeGuard at (800) 880-1800. Once you have paid your Co-Payments for Covered Services at Your Selected General Dentist Office, you are no responsible for any other payments for Covered Services.

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.

Second Opinion

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 (5) 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 twenty-four (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 3532
Laguna Hills, CA 92654-3532

Emergency Dental Care

Emergency Dental Care means dental screening, examination, and evaluation by a Dentist, or, to the extent permitted by applicable law, by appropriate personnel under the supervision of a Dentist to determine if an Emergency Dental Condition exists, and, if it does, the care and treatment necessary to relieve or eliminate the Emergency Dental Condition.

All Selected General Dental Offices provide treatment for Emergency Dental Conditions twenty-four (24) hours a day, seven (7) days a week and We encourage You or Your dependent to seek care from Your Selected General Dental Office. If treatment for an Emergency Dental Condition is required, You or Your dependent may go to any dental provider, go to the closest emergency room, or call 911 for assistance, as necessary. Prior authorization is not required.

Your reimbursement from Us for treatment for an Emergency Dental Condition, if any, is limited to the extent the treatment You or Your dependent received directly relates to the evaluation and stabilization of the Emergency Dental Condition. All reimbursements will be allocated in accordance with the group contract, subject to any exclusions and limitations. Hospital charges and/or other charges for care received at any hospital or outpatient care facility are not Covered Services.

If You or Your dependent receive treatment for an Emergency Dental Condition, You will be required to pay the charges to the Dentist and submit a claim to Us for a benefits determination. If You or Your dependent seek treatment for an Emergency Dental Condition from a provider located more than fifty (50) miles away from Your or Your dependent's Selected General Dentist, You or Your dependent will receive coverage for the treatment of the Emergency Dental Condition up to a maximum of fifty dollars ($50).

To be reimbursed for treatment of an Emergency Dental Condition, You must notify Us after receiving such treatment. If You or Your dependent's physical condition does not permit such notification, You must make the notification as soon as it is reasonably possible to do so. Please include your name, ID number of the person who received treatment, address and telephone number on all requests for reimbursement.

If You or Your dependent do not have an Emergency Dental Condition and a delay in receiving treatment would not be detrimental to Your or Your dependent's health, please contact Your or Your dependent's Selected General Dental Office or Our Customer Service Department at (800) 880-1800 to make reasonable arrangements for Your or Your dependent's care.

TERMINATION OF BENEFITS

Cancellation of Benefits

Your coverage may be cancelled for any reason, after not less than sixty (60) days Written notice by either SafeGuard or Your Organization.

Your coverage may be cancelled after not less than thirty (30) days Written notice for:

- Non-payment of amounts due under the contract, except no Written notice will be required for failure to pay premium.
- Failure to establish a satisfactory Dentist-patient relationship and if it is shown that SafeGuard has, in good faith, provided You with the opportunity to select an alternative Dentist.
- Failure to reside, live or work in the Service Area.

Your coverage may be cancelled for not less than fifteen (15) days Written notice for:

- An intentional misrepresentation, except as limited by statute.
- Fraud in the use of services or facilities, or on the part of Your Organization.
- Such other good cause as agreed upon in the group contract.

Your coverage may be cancelled immediately:

- Subject to any continuation of coverage and conversion privilege provisions, if applicable, if You do not meet eligibility requirements other than the requirements that You live, work or reside in the Service Area.
- Upon termination of the group contract between SafeGuard and Your Organization, if expired and not renewed.

If Your Organization fails to pay the Prepayment Fees through and including the final month of the group contract, all coverage may be terminated at the end of the group contract's grace period, and You may be responsible for the usual and customary fees for any services received from Your Selected General Dentist or Specialty Care Dentist during the period the Prepayment Fees went unpaid, including the group contract's grace period.

If You terminate from the plan while the contract between SafeGuard and Your Organization is in effect, Your coverage will extend to the end of the month following notice of termination. Your Selected General Dentist must complete any dental procedures started on You before Your termination, abiding by the terms and conditions of the plan.

Your and Your dependents' enrollment will be cancelled as of the last day for which Prepayment Fees have been received, subject to compliance with notice requirements.

In the event Your and Your dependents' enrollment is cancelled, SafeGuard will send such notification to Your Organization, which will, in turn, notify You. Your Organization will also send You notice when Your actual coverage is terminated.

Orthodontic treatment is governed by the Orthodontic limitations listed on Your Schedule of Benefits. If You terminate coverage from the plan after the start of Orthodontic treatment, You will be responsible for any additional incurred charges for any remaining Orthodontic treatment.

Renewal Provisions

Your Organization has contracted with SafeGuard to provide services for the time period specified in the group contract. Your coverage under the plan is guaranteed for that time period so long as You meet the eligibility requirements under the plan. When the group contract expires, it may be renewed. If renewed, it is possible that the terms of the plan may have been changed. If changes to Covered Services, Co-payments or Your contribution to the Prepayment Fees have been made to a renewed contract, Your Organization will notify You not less than thirty (30) days before the effective date.

Reinstatement

Receipt by SafeGuard of the proper prepaid or periodic payment after cancellation of the contract for non-payment shall reinstate the contract as though it had never been cancelled if such payment is received on or before the due date of the succeeding payment.

A Member who alleges that his or her enrollment has been cancelled or not renewed because of his or her health status or requirements for health care services may request a review by the Director of the California Department of Managed Health Care. If the Director determines that a proper complaint exists, the Director shall notify SafeGuard. Within fifteen (15) days after receipt of such notice, SafeGuard shall either request a hearing or reinstate the person as a Member. If, after the hearing, the Director determines that the cancellation or failure to renew is improper, the Director shall order SafeGuard to reinstate the person as a Member. A reinstatement pursuant to this provision shall be retroactive to the time of cancellation or failure to renew and SafeGuard shall be liable for the expenses incurred by the subscriber or enrollee for covered health care services from the date of cancellation or non-renewal to and including the date of reinstatement.

Disenrollment

You may disenroll from the plan at the end of the term of the group contract. Please contact Your Organization for more information.

CONTINUITY OF CARE

Current Members

If You are a current Member of SafeGuard, You may be eligible to temporarily continue receiving Covered Services for You and/or Your dependents from a former Selected General Dentist Office or Specialty Care Dentist whose contract with SafeGuard is terminated (a "Terminated Provider") for treatment of certain specified dental conditions. Please call SafeGuard at (800) 880-1800 to see if You are eligible for this benefit. You may request a copy of SafeGuard's Continuity of Care Policy from SafeGuard. You must make a specific request to continue under the care of a Terminated Provider. SafeGuard is not required to continue Your care with Your Terminated Provider if You are not eligible under SafeGuard's Continuity of Care Policy or if SafeGuard cannot reach agreement with the Terminated Provider on the terms regarding Your and/or Your dependents' care in accordance with California law.

New Members

If You are a new Member of SafeGuard, You may be eligible to temporarily continue receiving Covered Services for You and Your dependents from an Out-of-Network Dentist for treatment of certain specified conditions if the services were being provided by an Out-of-Network Dentist at the time the Your coverage becomes effective. Please call SafeGuard at (800) 880-1800 to see if You may be eligible for this benefit. You may request a copy of SafeGuard's Continuity of Care Policy from SafeGuard. You must make a specific request to continue under the care of the Out-of-Network Dentist. SafeGuard is not required to continue care with the Out-of-Network Dentist if You are not eligible under SafeGuard's Continuity of Care Policy or if SafeGuard cannot reach an agreement with the Out-of-Network Dentist on the terms regarding Your for You and Your dependents care in accordance with California law.

DENTAL BENEFITS: INQUIRIES AND GRIEVANCE PROCEDURES

Routine Questions About Dental Benefits

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

Grievance Procedures

If You or Your dependents have a grievance with Us or Your Selected General Dentist, You may submit such grievance by calling Our customer service department at (800) 880-1800. When You call, You may:

- submit the grievance orally, or
- request a grievance form to submit the grievance in Writing.

To submit the grievance in Writing, complete the grievance form, or provide a detailed summary of Your grievance to:

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

You may also file a Written grievance via our website at www.metlife.com/mybenefits. Please click on Members, then "Forms to Print," and then "Grievance Forms".

In all Written correspondence, please be sure to include at least the following information:

- Your name,
- Name of the Plan,
- Identification Number of the person You are Writing about; and
- Facility (or Selected General Dental Office) name and number.

We agree to investigate and try to resolve complaints received. We will confirm receipt of Your complaint in writing within five (5) calendar days of receipt. We will resolve the complaint and communicate the resolution in writing within thirty (30) calendar days. A grievance must be filed within one hundred and eighty (180) days of the occurrence or incident that is the subject of the grievance.

If Your grievance involves an imminent and serious threat to Your health, including but not limited to severe pain, potential loss of life, limb or major bodily function, You or Your provider may request an expedited review, and if Your grievance qualifies as an urgent grievance, We will process Your grievance within three (3) calendar days from receipt of Your request. You are not required to file a grievance with SafeGuard before asking the California Department of Managed Health Care ("Department") to review Your case on an expedited basis. The Department may be contacted at (**1-888-HMO-2219**), TDD line (**1-877-688-9891**) for the hearing and speech impaired, or **http://www.hmohelp.ca.gov.**

The California Department of Managed Health Care ("Department") is responsible for regulating health care service plans. If You have a grievance against Your health plan, You should first telephone Your health plan at (800) 880-1800 and use Your health plan's grievance process before contacting the Department. Using this grievance procedure does not prohibit any potential legal rights or remedies that may be available to You. If You need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by Your health plan, or a grievance that has remained unresolved for more than sixty (60) days, You may call the Department for assistance. You may also be eligible for an Independent Medical Review ("IMR"). If You are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The Department's Internet Web Site **http://www.hmohelp.ca.gov** has complaint forms, IMR application forms and instructions online.

Arbitration

Each and every disagreement, dispute or controversy which remains unresolved concerning the construction, interpretation, performance or breach of this contract, or the provision of dental services under this contract after exhausting SafeGuard's complaint procedures, arising between the Organization, a Member or the heir-at-law or personal representative of such person, as the case may be, and SafeGuard, its employees, officers or directors, or Selected General Dentist or their dental groups, partners, agents, or employees, may be voluntarily submitted to arbitration in accordance with the American Arbitration Association rules and regulations, whether such dispute involves a claim in tort, contract or otherwise. This includes, without limitation, all disputes as to professional liability or malpractice, that is as to whether any dental services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered. It also includes, without limitation, any act or omission which occurs during the term of this contract but which gives rise to a claim after the termination of this contract. Arbitration shall be initiated by Written notice to SafeGuard at 5 Park Plaza, Suite 1850, Irvine, CA, 92614-2533.

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.

Third Party Liability

If benefits covered by the group contract or evidence of coverage are provided to treat an injury or illness caused by the wrongful act or omission of another person or third party, provided that You are made whole for all other damages resulting from the wrongful act or omission before SafeGuard is entitled to reimbursement. You shall:

- Reimburse SafeGuard for the reasonable cost of services paid by SafeGuard to the extent permitted under California Civil Code section 3040 immediately upon collection of damages by You, whether by action or law, settlement or otherwise; and
- Fully cooperate with SafeGuard's effectuation of its lien rights for the reasonable value of services provided by SafeGuard to the extent permitted under California Civil Code section 3040. SafeGuard's lien may be filed with the person whose act caused the injuries, his or her agent, or the court.

SafeGuard shall be entitled to payment, reimbursement, and subrogation in third party recoveries and You shall cooperate to fully and completely effectuate and protect the rights of SafeGuard, including prompt notification of a case involving possible recovery from a third party.

Assignment of Benefits

By accepting coverage under the group contract, You agree to cooperate in protecting the interest of SafeGuard under this provision and to execute and deliver to SafeGuard or its nominee any and all assignments or other documents which may be necessary or proper to fully and completely effectuate and

protect the rights of SafeGuard or its nominee. You also agree to fully cooperate with SafeGuard and not take any action that would prejudice the rights of SafeGuard under this provision.

INDIVIDUAL CONTINUATION OF DENTAL BENEFITS WITH PAYMENT OF THE PREPAYMENT FEE

For Mentally Or Physically Handicapped Children

Benefits for a dependent child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within thirty-one (31) days after the date the child attains the age limit and at reasonable intervals after such date.

Subject to the TERMINATION OF BENEFITS section, benefits will continue while such child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a child, except for the age limit.

For Family And Medical Leave

Certain leaves of absence may qualify under the Family and Medical Leave Act of 1993 (FMLA) for continuation of benefits. Please contact the Organization for information regarding the FMLA.

At The Organization's Option

Your Organization may elect to continue benefits by paying the Prepayment Fee for any of the reasons specified below. Please check with Your Organization if You have questions regarding continuation. If Your benefits are continued, benefits for Your dependents may also be continued. You will be notified by Your Organization how much You will be required to contribute.

1. For the period You are laid off, up to two (2) months.
2. For the period You are not at work due to injury or sickness, up to nine (9) months.
3. For the period You are not at work due to any other Organization approved leave of absence; up to two (2) months.

At the end of any of the continuation periods listed above, Your benefits will be affected as follows:

- if You return to work within these time periods, Your coverage will continue under the group contract;
- if You do not return to work within these time periods, Your employment will be considered to end and Your benefits will end.

If Your benefits end, Your dependents' benefits will also end.

COBRA CONTINUATION FOR DENTAL BENEFITS

The following applies to employers with 20 or more employees that are not church or government plans:

If Dental Benefits for You or a dependent end, You or Your dependent may qualify for continuation of such benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA).

Please contact Your Organization for information regarding continuation of insurance under COBRA.

Cal-Cobra Continuation For Dental Benefits

If dental benefits for You or a dependent ends, You or Your dependent may qualify for continuation of such benefits under Cal-Cobra, section 1366.20 of the California Health and Safety Code.

Events that Allow Continuation, and Length of Continuation

You and Your dependent may continue dental benefits under this plan for a period of up to thirty-six (36) months, if Your dental benefits would otherwise end because:

1. Your employment ends for any reason other than Your gross misconduct, or
2. Your hours worked are reduced.

Your Organization must notify us of Your termination or reduction of hours within thirty-one (31) days after Your termination or reduction of hours.

Your dependent may continue coverage under this plan for up to thirty-six (36) months if Your dependent's dental benefits would otherwise end because of:

1. Your divorce,
2. Your legal separation,
3. Your death or
4. Your becoming eligible for Medicare.

Also, Your dependent child may continue coverage under this plan for up to thirty-six (36) months if such child's benefits would otherwise end because that child no longer qualifies as a dependent under the terms of this plan.

New Dependents

During the continuation period, a child of Yours that is:

1. born;
2. adopted by You; or
3. placed with You for adoption;

will be treated as if the child were a dependent at the time benefits were lost due to an event described above. To obtain benefits for the child, You must enroll the child for coverage within thirty (30) days of birth, adoption or placement for adoption.

Termination of Coverage

With respect to each person who continues benefits, the continued benefits will end on the earliest of:

1. the end of the thirty-six (36) month continuation period;
2. the date of expiration of the last period for which the required payment was made;
3. the date this plan or coverage for Your class is cancelled;
4. the date the person becomes entitled to Medicare;
5. the date the person becomes covered by another group benefit plan that does not have an exclusion or limitation for preexisting conditions that applies to the person;
6. the date the person becomes covered or could become covered by Federal Cobra (Section 4980B of the United States Internal Revenue Code);
7. the date the person becomes covered or could become covered under a plan governed by Chapter 6A of the Public Health Service Act, 42 U.S.C. Section 300bb-1 et seq., relating to Requirements for Certain Group Health Plans for Certain State and Local Employees;
8. The first day of the first month that begins more than thirty-one (31) days after the date of final determination under Title I or Title XVI of the Social Security Act that the person is no longer disabled.

Notice and Election of Coverage

When You or Your dependents become entitled to continue benefits under the plan because of:

1. Your termination or
2. Your reduction of hours worked,

We will send You, at Your last known address, the necessary Prepayment Fee information and enrollment forms and disclosures within fourteen (14) days. You or Your dependents, will then have sixty (60) days to elect to continue benefits from the latest of:

1. the date of the event that gives a right to continue coverage;
2. the date You are given notice of a right to continue coverage; and
3. the date coverage under this plan ends.

When You or Your dependents become entitled to continue benefits under the plan because of:

1. Your or Your dependent's receipt of determination of disability under the terms of the Social Security Act;
2. Your dependent child's ceasing to qualify as a dependent under this plan;
3. Your divorce;
4. Your legal separation;
5. Your death; or
6. Your becoming eligible for Medicare;

You or Your dependent must notify us within sixty (60) days. If We do not receive notice within sixty (60) days, the person or persons who would otherwise have been entitled to continued benefits will be disqualified from having dental benefits continued. You or Your dependent's notice and request for continued benefits must be in Writing and delivered to Us by first class mail or other reliable means of delivery including personal delivery, express mail, or private courier company.

Cost of Continued Coverage

Any person who elects to continue coverage under the plan must pay not more than one-hundred and ten percent (110%) of the full cost of that benefits (including both the share You now pay and the share Your Organization now pays).

Payment of the Prepayment Fees

The first Prepayment Fee must be paid within forty-five (45) days of Your election to continue benefits. Your first payment of the Prepayment Fee must be sufficient to pay all required Prepayment Fees and all Prepayment Fees due. The Prepayment Fee payment must be sent to Us by first class mail, certified mail or other reliable means of delivery, including personal delivery, express mail or private courier company. After the first Prepayment Fee payment, Your payments for continued coverage must be made on the first day of each month in advance. Failure to submit the correct Prepayment Fee amount within the forty-five (45) day period will disqualify the person(s) to whom the Prepayment Fee relates from receiving continuation coverage.

Exceptions

This right to continue coverage under this plan does not apply:

1. to a person who is not a resident of California;
2. to a person who is covered by or eligible to be covered by Medicare;
3. to a person who is covered or who becomes covered by another group benefit plan that does not have an exclusion or limitation for preexisting conditions that applies to the person;

4. to a person who is covered, becomes covered, or could become covered by Federal Cobra (Section 4980B of the United States Internal Revenue Code);
5. to a person who is covered, becomes covered, or could become covered under a plan governed by Chapter 6A of the Public Health Service Act, 42 U.S.C. Section 300bb-1 et seq., relating to Requirements for Certain Group Health Plans for Certain State and Local Employees;
6. to a person who fails to meet any one or more of the time limits set forth above for notice and election of coverage;
7. to a person who fails to submit the correct Prepayment Fee when or before it is due;
8. if at the time coverage under this plan ends Your Organization has twenty (20) or more employees; or
9. if Your Organization fails to notify Us of Your termination or reduction in hours within thirty-one (31) days.

Continuation under a New Plan

Your Organization must notify each person who has continued benefits under this plan if this plan ends for any reason and is replaced by Your Organization with a new group plan. The notice must be given thirty (30) days before this plan ends. The notice will be sent to the last known address of the person who has continued coverage under this plan. If this plan ends, continued benefits under this plan will end. A person who has continued benefits under this plan may then elect similar coverage under Your Organization's new group plan, if any, for the balance of the period that the person would have remained covered under this plan. Continued benefits will end for that person if the person does not, within thirty (30) days of receiving notice that this plan has ended, enroll in the new plan and pay any required contribution to the cost of the new plan. Your Organization will provide benefit and contribution information, enrollment forms and instructions for enrolling in the new plan. This information will be sent to the last known address of the person who has a right to continue benefits. If Your Organization or any successor Organization or purchaser of Your Organization ceases to provide a similar group benefit plan to active employees, the right to continue benefits ends.

GENERAL PROVISIONS

Entire Contract

Your dental benefits are provided under a group contract with Your Organization. The entire contract with Your Organization is made up of the following:

1. the group contract and its Exhibits, which include the evidence of coverage and Schedules of Benefits;
2. Your Organization's application; and
3. any amendments and/or endorsements to the group contract.

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:

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

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.

Public Policy Committee

The Public Policy Committee ("Committee") provides Our clients with the opportunity to participate in the review of quality improvement activities. Representatives of group contractholders, Selected General Dentists and Specialty Care Dentists, and Our employees, meet quarterly to discuss quality improvement activities and policies. If You are interested in being a representative to the Committee meeting, please contact Us at (800) 880-1800 and ask for the Director of Quality Management.

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.

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

Anterior means teeth located in the front of the mouth – upper and lower six (6) teeth with three in each Quadrant of the mouth; twelve (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; eight (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.

Co-Payment or Co-Pay means a fixed dollar amount 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, as shown in the Schedule of Benefits. 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 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.

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, of the same or opposite sex, one of whom is an employee of Your Organization, who represent themselves publicly as each other's domestic partner and 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 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 enrolled for insurance for the Domestic Partner under the Group Policy;
- they have shared the same residence for at least 6 months prior to the date they enrolled for insurance for the Domestic Partner under the Group Policy;
- 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 enrolled for insurance for the Domestic Partner under the Group Policy, 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 declaration and determine whether to accept the request to insure the Domestic Partner.

Your Organization will inform the employee of its decision.

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. These procedures are 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.

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.

Member means an individual enrolled in the Safeguard dental plan.

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.

Organization means an employer or other entity that has contracted with Us to arrange for the provision of dental care benefits.

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, such as gums and underlying bone.

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

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.

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.

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.

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.

We, Us and **Our** mean SafeGuard Health Plans, Inc.

Written or **Writing** means a record 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 a person, other than a dependent, 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 Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance

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, or as an executive benefit. 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, car, and home insurers. They also include 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 Group, Inc. ("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, Inc., 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 MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

Dear MetLife Customer:

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 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. This notice also describes your rights with respect to the PHI 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**"). 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;
- provide this notice of our legal duties and privacy practices with respect to PHI;
- notify affected individuals following a breach of unsecured PHI; 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 Rights Regarding Protected Health Information That We Maintain About You

The following are your various rights as a consumer under HIPAA concerning your PHI. 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 PHI:** In most cases, you have the right to inspect and obtain a copy of the PHI that we maintain about you. If we maintain the requested PHI electronically, you may ask us to provide you with the PHI 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 PHI, 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 PHI 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 PHI will not be made available for inspection and copying. This includes psychotherapy notes or PHI 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 PHI. 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 PHI:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI 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 PHI that:

  - is accurate and complete;
  - was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment;
  - is not part of the PHI kept by or for us; or
  - is not part of the PHI 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 PHI. 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 PHI 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 PHI 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 PHI 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

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