

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

EVIDENCE OF COVERAGE

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

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

THIS EVIDENCE OF COVERAGE ONLY DESCRIBES DENTAL BENEFITS.

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.

TABLE OF CONTENTS

Section

<u>Page</u>

NOTICES	3
NOTICE REGARDING YOUR RIGHTS AND RESPONSIBILITIES	5
Rights	
Responsibilities	
DENTIST-PATIENT RELATIONSHIP	6
ENTIRE CONTRACT	6
WHO MAY ENROLL	7
SERVICE AREA	7
DEPENDENT COVERAGE	7
WHEN COVERAGE BEGINS	
RECEIVING CARE	7
SPECIALTY CARE REFERRALS	8
CHANGING YOUR SELECTED GENERAL DENTAL OFFICE	
SECOND OPINIONS	8
YOUR FINANCIAL RESPONSIBILITY:	
Prepayment Fee	
Co-Payments	
Yearly Maximums	9
Orthodontic Covered Services	9
Other Charges	9
PROMPT PAYMENT OF CLAIMS	
CUSTOMER SERVICE	
EMERGENCY DENTAL SERVICES	
REIMBURSEMENT PROVISIONS	10
ROUTINE QUESTIONS ABOUT DENTAL BENEFITS	
Grievance Procedures	
Appeals to SafeGuard	
Grievance Appeals for an Emergency Dental Condition	12
Appeal of Adverse Determinations.	12
Appeal of Adverse Determinations for an Emergency Dental Condition	13
Filing Complaints with the Texas Department of Insurance.	13
TERMINATION OF COVERAGE	
Grace Period.	14
Covered Services After Dental Coverage Ends Renewal Provisions	. 14
Continuation of Coverage	
INCONTESTABILITY	
Incontestability: Statements Made by You.	
Misstatement of Age	
Conformity with Law.	
DEFINITIONS	
	10

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at:

1-800-275-4638

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-800-275-4638

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO:

Este aviso es solamente para propósitos de informativos y no se convierte en parte o en condición del documento adjunto.

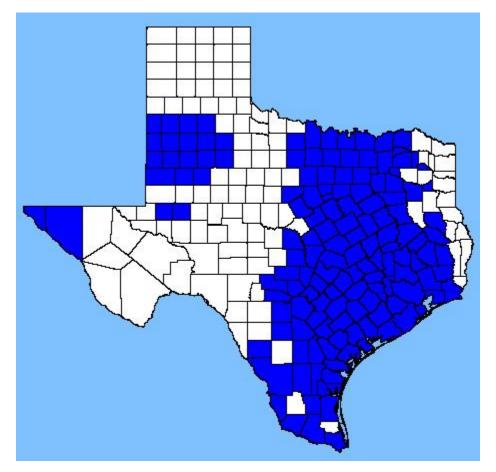
SafeGuard is licensed as a Dental Health Maintenance Organization offering a single health care service plan. Should any provision herein not conform to the Texas Health Maintenance Organization Act or other applicable laws, it shall be construed as if it were in full compliance thereof.

You may contact us at:

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

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

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



NOTICE REGARDING YOUR RIGHTS AND RESPONSIBILITIES

Rights:

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

Responsibilities:

- You should identify Yourself to Your Selected General Dentist as a covered person under the group contract. If You fail to do so, You may be charged the Selected General Dentist's Reasonable and Customary Charge 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.

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

DENTIST-PATIENT RELATIONSHIP

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

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

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

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

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

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

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

ENTIRE CONTRACT

SafeGuard typically contracts with an Organization to offer benefits to its employees or members. Your Organization's group contract with SafeGuard, together with the application, acceptance agreement, enrollment form, this Evidence of Coverage and any attachments or inserts including the Schedule of Benefits with exclusions and limitations, constitutes the entire agreement between the parties. To be valid, any change in the contract must be approved by an officer of SafeGuard and documented in an amendment and/or endorsement that is attached to the group contract. Should any provision herein not conform to applicable laws, it shall be construed as if it were in full compliance thereof.

WHO MAY ENROLL

Your Organization 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

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

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

DEPENDENT COVERAGE

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

- Your lawful Spouse or domestic partner;
- Your unmarried children or grandchildren up to age 26 for whom You provide care, including adopted children, step-children, or other children for whom You are required to provide dental care pursuant to a court or administrative order;
- 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 first day of the month following the date 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 thirty-one (31) days and any Prepayment Fee is paid within that period.

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

RECEIVING CARE

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

Covered Services must be performed by Your Selected General Dental 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 Dentist not contracted with SafeGuard are not Covered Services, without prior approval by SafeGuard, in accordance with the terms of Your Evidence of Coverage and Schedule of Benefits, subject to Emergency Dental Services provisions.

GCERT2011-DHMO-EOC-TX

SPECIALTY CARE REFERRALS

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

CHANGING YOUR SELECTED GENERAL DENTAL OFFICE

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

SECOND OPINIONS

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

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

- (1) If You or Your dependent question the reasonableness or necessity of recommended surgical procedures.
- (2) If You or Your dependent question a diagnosis or plan of care for a condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment, including, but not limited to, a serious chronic condition.
- (3) If the clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating Selected General Dentist is unable to diagnose the condition, and the enrollee requests an additional diagnosis.
- (4) If the treatment plan in progress is not improving Your or Your dependent's dental condition within an appropriate period of time given the diagnosis and plan of care, and You or Your dependent request a second opinion regarding the diagnosis or continuance of the treatment.

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

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

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

SafeGuard c/o Customer Service PO Box 3532 Laguna Hills, CA 92654-3532

YOUR FINANCIAL RESPONSIBILITY:

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. The Prepayment Fee is not the same as a Co-Payment.

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

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

Co-Payments

When You or Your dependent receive care from either a Selected General Dentist or a Specialty Care Dentist, You must pay the Co-Payment. The Co-Payment is a fixed dollar amount 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.

Yearly Maximums

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

Orthodontic Covered Services

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

Other Charges

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

PROMPT PAYMENT OF CLAIMS

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

Payment of claims to You will be handled as follows:

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

- Acknowledge receipt of the claim;
- Commence any investigation of the claim; and

GCERT2011-DHMO-EOC-TX

• Request information, statements and forms from You as deemed necessary. Additional requests may be made during the course of the investigation.

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

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

CUSTOMER SERVICE

SafeGuard provides toll-free access to Our Customer Service associates to assist You with benefit coverage questions, resolving problems, or changing Your Selected General Dental Office. SafeGuard's Customer Service can be reached Monday through Friday at (800) 880-1800 from 5:00 a.m. to 6:00 p.m. Pacific Time. Automated service is also provided after hours for eligibility verification and Selected General Dental Office transfers.

EMERGENCY DENTAL SERVICES

All SafeGuard Selected General Dental Offices and Specialty Care Dentists provide emergency dental services twenty-four (24) hours a day, seven (7) days a week. In the event of a dental emergency, simply contact Your Selected General Dentist who will make arrangements for emergency dental care, including the treatment and stabilization of an Emergency Dental Condition.

If You cannot reach Your Selected General Dentist or SafeGuard's Customer Service., you may obtain emergency dental services from any Dentist. SafeGuard will provide coverage for the following emergency dental services without regard to whether the Dentist or provider furnishing the services has a contractual or other arrangement to provide services to covered individuals:

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

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

If medically necessary covered dental services are not available through a Selected General Dentist or Specialty Care Dentist, SafeGuard will, within the time appropriate to the circumstances relating to the delivery of the services and the condition of the patient, but in no event more than five (5) business days after receipt of reasonably requested documentation, allow a referral to an Out-of-Network Dentist and shall fully reimburse the Out-of-Network Dentist at the Reasonable and Customary Charge or an agreed upon rate.

REIMBURSEMENT PROVISIONS

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

When You or Your dependent receive a Covered Service from an Out-of-Network Dentist for an Emergency Dental Condition, You should request that the Out-of-Network Dentist bill Us. If the Dentist refuses to bill Us

GCERT2011-DHMO-EOC-TX

but agrees to bill You, You should immediately submit the bill to Us in accordance with the sub-section titled Emergency Dental Services.

ROUTINE QUESTIONS ABOUT DENTAL BENEFITS

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

Grievance Procedures

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

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

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

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

Please be sure to include Your name (patient's name, if different), identification number of the person You are Writing about, facility (or Selected General Dentist Office) name and phone number on all Written correspondence.

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

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

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

Appeals to SafeGuard

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

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

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

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

Grievance Appeals for an Emergency Dental Condition

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

Appeal of Adverse Determinations

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

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

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

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

- a statement of the specific medical, dental, or contractual reasons for the resolution;
- the clinical basis for such decision;

GCERT2011-DHMO-EOC-TX

- the specialization of any Dentist or other provider consulted; and
- notice of the appealing party's right to seek review of the denial by an independent review organization and the procedures for obtaining that review.

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

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

Appeal of Adverse Determinations for an Emergency Dental Condition

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

Filing Complaints with the Texas Department of Insurance

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

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

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

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

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

TERMINATION OF COVERAGE

For a Member, in the case of:

 Non-payment of amounts due under the contract, including any applicable Co-Payments; coverage may be cancelled after not less than 30 days written notice; except no Written notice will be required for failure to pay the Prepayment Fee;

- Fraud or intentional misrepresentation; coverage may be cancelled after not less than 15 days Written notice; subject, however, to the incontestability provisions outlined in this Evidence of Coverage;
- Fraud in the use of services or facilities; coverage may be cancelled after not less than 15 days Written notice;
- Failure to meet eligibility requirements; coverage will be cancelled immediately, subject to continuation of coverage privileges, if applicable;
- Misconduct detrimental to safe plan operations and the delivery of services; coverage may be cancelled immediately;
- Failure of You and Your Selected General Dentist or Specialty Care Dentist to establish a satisfactory Dentist-patient relationship, provided that SafeGuard has made a good faith effort to provide You with an opportunity to select an alternative Dentist, and further provided that SafeGuard has notified You in Writing at least 30 days in advance that We consider Your Dentist-patient relationship to be unsatisfactory and specified the changes that are necessary in order to avoid termination, and thereafter, You have failed to make such changes; coverage may be cancelled at the end of 30 days; and
- Failure of You and/or Your dependents to reside, live, or work in the Service Area; coverage may be cancelled immediately. This provision only applies if coverage is terminated uniformly without regard to any health status-related factor of You and/or Your dependents. Coverage for a child who is the subject of a medical support order cannot be cancelled solely because the child does not live, reside or work in the Service Area.

For an Organization, in the case of:

- Nonpayment of premium, subject to the Grace Period provision; coverage will terminate at the end of the last period for which a premium payment has been made to SafeGuard.
- Fraud on the part of the Organization; coverage may be terminated after 15 days written notice;
- Violation of the participation requirements; coverage may be cancelled if an Organization fails to meet the participation requirements for a period of at least six consecutive months. SafeGuard may terminate coverage upon the first renewal date following the end of the six consecutive month period;
- No Members reside, live or work in the Service Area.

Grace Period

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

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

Covered Services After Dental Coverage Ends

Dental services received after Your 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 dependents will be responsible for any charges for Orthodontic treatment after coverage ends.

Renewal Provisions

Your Organization has contracted with Us to provide services for the time period specified in the group contract between the parties. Your benefits are guaranteed for that time period so long as You meet eligibility requirements under the group contract. When the group contract expires, it may be renewed. If renewed, it is possible that the terms the group contract may have been changed. If changes to benefits, Co-Payments or premiums have been made to a renewed group contract, Your Organization will notify You not less than sixty (60) days before the effective date.

Continuation of Coverage

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

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

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

- the date Your or Your dependent's coverage would otherwise end; and
- the date You or Your dependents are given notice of the right of continuation by Your Organization.

INCONTESTABILITY

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

Incontestability: Statements Made by You

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

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

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

Misstatement of Age

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

Conformity with Law

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

DEFINITIONS

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

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

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

Anterior means teeth located in the front of the mouth – upper and lower 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.

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

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 Percentage means the percentage of the Maximum Allowed Charge that We cover. These percentages are shown in the Schedule of Benefits.

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

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

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

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).

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 Members. To enroll in the SafeGuard plan, You and Your dependent(s) 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. If they are not Covered Services, they may be available at 75% of the Dentist's Reasonable and Customary Charge.

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

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

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.



Metropolitan Life Insurance Company Metropolitan Tower Life Insurance Company SafeGuard Health Plans, Inc. Delaware American Life Insurance Company MetLife Health Plans, Inc. SafeHealth Life Insurance Company

Our Privacy Notice

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

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.

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.

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.

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 non-profit association of life insurance companies. We and our reinsurers may give MIB health or other information about you. If you apply for life or health coverage from another member of MIB, or claim benefits from another member company, MIB will give that company any information that it has about you. If you contact MIB, it will tell you what it knows about you. You have the right to ask MIB to correct its information about you. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734, by calling MIB at (866) 692-6901, or by contacting MIB at www.mib.com.

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

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

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 <u>www.MetLife.com</u>. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at <u>HIPAAprivacyAmericasUS@metlife.com</u>, or call us at telephone number (212) 578-0299.

8. Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, 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.

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. 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.