



**Combined  
Evidence of Coverage  
and Disclosure Statement  
Individual Dental Plan**

Dental Benefits provided by SafeGuard Health Plans, Inc.

**NOTICE OF TEN (10) DAY RIGHT TO EXAMINE POLICY**

You may return this Policy for cancellation within ten (10) days of its delivery to you and your premium will be fully refunded, if after examination of the Policy, you are not satisfied with it for any reason.

If you return the Policy to the Company it shall be void from the beginning and you and the Company will be in the same position as if no Policy had been issued.

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 will be brought into compliance and the Act and applicable laws shall supercede the provision and it shall be construed based on full compliance thereof.

**You have 10 days to examine this Evidence of Coverage and permitted to return the contract within 10 days of receiving it and to have the premium paid refunded if, after examination of the contract, you are not satisfied with it for any reason. If you return the contract to the issuing HMO or to the agent through whom it was purchased, it is considered void from the beginning and the parties are in the same position as if no contract had been issued. If services are rendered or claims paid by the HMO during the 10 days, you are responsible for repaying the HMO for such services or claims.**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may also write to SafeGuard at:

**SafeGuard Health Plans, Inc.**  
**PO Box 30900**  
**Laguna Hills, CA 92654-0900**

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:

PO Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact SafeGuard first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted tambien puede escribir a SafeGuard:

**SafeGuard Health Plans, Inc.**  
**PO Box 30900**  
**Laguna Hills, CA 92654-0900**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con SafeGuard primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## **Evidence of Coverage**

This Evidence of Coverage, along with the Schedule of Benefits, provides a complete description of how your SafeGuard Dental Plan operates, your entitlements and the Plan's restrictions and limitations.

## **Entire Contract**

SafeGuard typically contracts directly with an individual, such as you to provide benefits. Your application, Enrollment Form, this Evidence of Coverage and any attachments or inserts including the Schedule of Benefits with Exclusions and Limitations and the Vision Individual insurance policy provisions, constitutes the entire agreement between the parties. To be valid, any change in the contract must be approved by an officer of SafeGuard and attached to it. No agent may change the Contract or waive any of the provisions. Should any provision herein not conform to applicable laws, it will be brought into compliance and the Act and applicable laws shall supercede the provision and it shall be construed based on full compliance thereof.

If any provision of this contract is held to be illegal or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this contract, but such remaining provisions shall continue in full force and effect unless the illegality and invalidity prevent the accomplishment of the objectives and purposes of this contract.

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## Who May Enroll

You may enroll yourself and your dependents, provided each meets 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 Selected General Dentists and Specialists who have agreed to provide care to SafeGuard members. To enroll in the SafeGuard Plan, you must reside, live, or work in the Service Area and the permanent legal residence of any enrolled dependents must be:

- The same as yours;
- In the Service Area with the person having temporary or permanent conservatorship or guardianship of such dependents, where the Subscriber has legal responsibility for the health care 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

SafeGuard defines eligible dependents to be:

- Your lawful spouse or domestic partner under Texas law;
- Your unmarried children or grandchildren through age 25 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 who are dependent on you for their support and maintenance.

The term “Dependent” does not include any spouse or child who resides outside of the United States, or who is a member of the armed forces of any country.

You must furnish SafeGuard with proof of dependent status, as provided by law.

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

## **When Coverage Begins**

Coverage will begin for you and your enrolled dependents on the first day of the month following the date your premium payment is received by SafeGuard. Newborn children are covered the first day of the month following the date of birth and legally adopted children, foster children and step-children are covered the first day of the month following placement, as long as SafeGuard is notified within thirty (30) days and any Prepayment Fee (also known as premium payment) is paid within that period. Check with SafeGuard if you have any questions about when your coverage begins.

## **Choice of Dental Provider/ Receiving Care**

When you enroll in the SafeGuard Plan, you and each enrolled family member must choose a Selected General Dental Office from our SafeGuard network. Each family member may select a different dental office. Please refer to the **Directory of Participating Dentists** for a complete listing of Selected General Dental Offices. Or you may access our website at [www.safeguard.net](http://www.safeguard.net) to view SafeGuard General Dentists in your home or work zip codes. The dentists in the directory may not accept all plans. Please check with your Selected General Dental Office to verify that your plan is accepted.

## **Facilities**

A complete list of contracted facilities is contained in the Directory of Participating Dentists.

## ***New Patient and Routine Services* Making a Dental Appointment**

As a SafeGuard member, you have the right to expect that the first available appointment time for new patient or routine dental care services is within three (3) weeks of your initial request. If your schedule requires that an appointment be scheduled on a specific date, day of the week, or time of day, the Selected General Dentist may need additional time to meet your special request.

Once your coverage begins, you may contact the Selected General Dental Office you selected at enrollment to schedule an appointment. SafeGuard Selected General Dental Offices are open in accordance with their individual practice needs. When scheduling an appointment, please identify yourself as a SafeGuard member. Your Selected General Dental Office will also need to know your chief dental concern and basic personal data.

Arrive early for your first appointment to complete any paperwork. There is an office visit co-payment on some plans and a charge for missing your appointments. Your first visit to your Selected General Dentist will usually consist of X-rays and an examination only. By performing these procedures

first, your dentist can establish your treatment plan according to your overall health needs.

We recommend you take this booklet with you on your appointment, along with the enclosed Schedule of Benefits. Remember, only dental services listed as covered benefits in the Schedule of Benefits and provided by a SafeGuard Dentist are covered.

## **Referrals for Dental Specialty Care**

You may choose to receive benefits from any SafeGuard contracted specialty care provider. A list may be found online at [www.safeguard.net](http://www.safeguard.net) or you may call Customer Service for assistance. Treatment by a non-participating dentist or Specialist will not be covered. Specialists are available only when the dental procedure cannot be performed by the Selected General Dentist due to the severity of the problem and when they are performed by a SafeGuard contracted provider whose practice is limited to specialty care. Fees will be seventy-five percent (75%) of the Specialist's usual and customary fees and paid by the member.

## **Authorization and Referral Process**

Upon request, SafeGuard will make available to all members, a description of the authorization and referral process for services or a description of the process used to analyze the qualifications and credentials of providers under contract with SafeGuard.

## **Changing your SafeGuard Selected General Dentist**

You have control over the choice of Selected General Dental Office, and you can request changes at any time. If you need or desire to change your Selected General Dental Office, please contact Customer Service .

Our associates will help you locate a Selected General Dental Office most convenient to you. The transfer will be effective on the first day of the month following the transfer request. You must pay all outstanding charges owed to your dentist before you transfer to a new dentist. In addition, you may have to pay a fee for the cost of duplicating your X-rays and dental records.

## **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 Dentist. SafeGuard's Customer Service can be reached Monday through Friday at from 7:00 am to 8:00 pm, Central Time. Automated service is also provided after hours for eligibility verification and dental office transfers.



## **Second Opinions for Dental Services**

At no cost to you, a second opinion may be requested if you have unanswered questions about diagnosis, treatment plans, and/or the results achieved by such dental treatment. Contact SafeGuard's Customer Service Department either by calling \_\_\_\_\_ or sending a written request to the following address:

In addition, your Selected General Dentist or SafeGuard may also request a second opinion on your behalf. There is no second opinion consultation charge to you. You will be responsible for the office visit co-payment as listed on your *Dental 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 question the reasonableness or necessity of recommended surgical procedures.
- (2) If you 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 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 dental condition within an appropriate period of time given the diagnosis and plan of care, and you request a second opinion regarding the diagnosis or continuation of the treatment.

All requests for second opinion are processed within five (5) days of receipt by SafeGuard 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, SafeGuard will contact the consulting dentist and make arrangements to enable you to schedule an appointment. All second opinion consultations will be completed by a SafeGuard Contracting Dentist with qualifications in the same area of expertise as the referring dentist or dentist who provided the initial examination or dental care services. You may obtain a copy of the second dental opinion policy by contacting SafeGuard's Customer Service Department by telephone at the toll-free number indicated previously, or by writing to SafeGuard at the above address.

No co-payment is required for a second opinion consultation. Some plans do require a co-payment for an office visit.

## ***Your Financial Responsibility***

### **Prepayment Fee/ Premium**

You are responsible for paying SafeGuard for your coverage on a monthly or annual basis, as may be applicable. The Prepayment Fee (also known as “premium payment”) is not the same as a co-payment.

### **Dental Co-payments**

When you receive care from a Selected General Dentist, you will pay the co-payment described on your Schedule of Benefits enclosed with this Evidence of Coverage. When you are referred to a Specialist, your co-payment may be either a fixed dollar amount, or a percentage of the dentist’s usual fee. 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. SafeGuard’s Selected General Dentists have agreed to look only to SafeGuard and not to its enrollees for payment of covered services. If SafeGuard fails to pay the contracted provider, you will not be liable to the provider for any sums owed by SafeGuard. If you choose to receive services from a non-contracted provider, you may be liable to the non-contracted provider for the cost of services unless specifically authorized by SafeGuard or in accordance with emergency care provisions. SafeGuard **does not require claim forms**.

Plan benefits will be based on the most current dental terminology. From time to time, SafeGuard reserves the right to update the plan to reflect the most current dental terminology.

### **Other Charges**

All other charges you may be required to pay under this plan are listed in the Schedule of Benefits.

### **Coordination of Benefits**

If you are covered for benefits by more than one plan, SafeGuard will always pay eligible benefits as the primary plan without regard to payments to be made by another plan.

### ***General Provisions:***

#### **Notice and Proof of Claim**

Written notice of any claim must be given to SafeGuard within 90 days after the occurrence or commencement of any covered loss (or 180 days if services are received by a non-contracted Provider), or as soon thereafter as reasonably possible. Notice may be given to SafeGuard Dental & Vision, 95 Enterprise, Suite 100, Aliso Viejo, CA 92656.

Upon enrollment SafeGuard will furnish you with forms for filing proof of loss. If SafeGuard does not furnish you with the usual form, you can comply with the requirements for furnishing proof of loss by giving written proof. Such written proof must cover the occurrence, the character and the extent of the loss. **SafeGuard does not require claim forms.**

## **Eligibility of Medicaid Not Considered**

SafeGuard shall not consider the availability or eligibility for medical assistance under Medicaid, when considering eligibility for coverage or making payments under this Policy.

## **Prompt Payment of Claims**

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

Payment of claims to the member will be handled as follows:

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

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

Not later than the 15<sup>th</sup> 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 45<sup>th</sup> day after the date of notification of the additional time requirements, SafeGuard shall accept or reject the claim.
- Claims will be paid no later than the fifth day after notification of acceptance of the claim.

## **Emergency Dental Services**

All contracted SafeGuard 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 dentist who will make reasonable arrangements for such emergency dental care.

If you cannot reach your dentist or SafeGuard's Customer Service, you may obtain Emergency Dental Services from any licensed dentist. SafeGuard will provide coverage for the following Emergency Dental Services without regard to whether the dentist or provider furnishing the services has a contractual or other arrangement to provide services to covered individuals:

- Dental screening examinations or 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, provided the treating dentist 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, as soon as practical under the circumstances.

SafeGuard's Customer Service will request that you send a copy of the bill incurred as a result of such dental emergency to SafeGuard, along with a brief explanation as to the unavailability of your dentist. Please include your name, Family Identification Number, address and telephone number on all pages. After verifying the expenses for covered services, less any applicable co-payment, if an emergency existed.

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

If you do not require emergency dental services and a delay in receiving treatment would not be detrimental to your health, please contact your Selected General Dental Office or SafeGuard's Customer Service Department at (800) 880-1800 to make reasonable arrangements for your care.

## **Complaint 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 for reasons 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 or disagreement with an adverse determination.

If you or one of your eligible Dependents has a complaint with SafeGuard or your Selected General Dentist, you may register a Complaint by calling SafeGuard’s Customer Service . Or, you may submit a completed Complaint Form (available by calling the Customer Service number or at [www.safeguard.net](http://www.safeguard.net)) or a detailed summary of your grievance to SafeGuard

Please be sure to include your name (Patient’s name, if different), Family Identification Number, Facility (or Selected General Dental Office) Name and Number on all written correspondence.

SafeGuard agrees, subject to its Complaint Procedure, to duly investigate and endeavor to resolve any and all complaints received from Members regarding the Plan.

SafeGuard will 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.

## **Appeals**

If the action taken by SafeGuard is not satisfactory, you may appeal the matter within fifteen (15) days. SafeGuard will acknowledge all appeals and appoint an appeal panel within five (5) calendar days of receipt by SafeGuard. SafeGuard will appoint an appeal panel, which will consist of three (3) persons, one dentist, one member and one SafeGuard staff member who was not previously involved in the case. No later than five (5) calendar days before the date of the appeal hearing SafeGuard shall provide to the complainant or the complainant’s designated representative, written notification that includes the following information:

- A statement indicating the right of the member to appear in person at the appeal hearing in the location where the enrollee normally received health care services unless another site is agreed to by the complainant or address a written appeal to the complaint appeal panel.

- A statement indicating the right of the complainant to present written or oral information;
- A statement indicating the right of the complainant to present alternative expert testimony;
- A statement indicating the right of the complainant to question those people responsible for making the prior determination that resulted in the appeal;
- Any documentation to be presented to the appeal panel by SafeGuard;
- The specialization of any dentists consulted during the investigation;
- The name and affiliation of each SafeGuard representative on the appeal panel; and
- The right to request the presence of an question any person responsible for making the prior determination that resulted in the appeal.

The appeal panel hearing shall occur no later than twenty-five (25) days following SafeGuard's receipt of the request and the complainant will be advised of the appeal panel's determination no later than thirty (30) days following SafeGuard's receipt of the appeal request. The final decision of the appeal panel shall be communicated, in writing, to the member within five (5) calendar days of the hearing and shall include the toll-free telephone number and address of the Texas Department of Insurance. The written communication shall include a statement on the specific dental determination, clinical basis, and/or contractual criteria used to reach the final decision. If the appeal request involves a presently occurring dental care emergency, SafeGuard will contact an appropriate dentist who has not been involved in the case within twenty-four (24) hours. SafeGuard will immediately inform the Member of the final decision verbally followed by written notification within three (3) business days.

## **Filing Complaints with the Texas Department of Insurance**

Any person, including persons who have attempted to resolve complaints through SafeGuard's complaint system process and who are 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 SafeGuard to determine its compliance with insurance laws 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: a) additional information is needed, b) an on-site review is necessary, c) SafeGuard, the physician or provider, or you do not provide all documentation necessary to complete the investigation, or d) other circumstances beyond the control of the Department occur.

SafeGuard shall not engage in any retaliatory action, including refusal to renew or cancellation of coverage, against a group contract holder or enrollee because the group, enrollee, or person acting on behalf of the group or enrollee has filed a complaint against SafeGuard or appealed a decision of SafeGuard. SafeGuard will not retaliate against a provider because he or she has, on behalf of an enrollee, filed a complaint against SafeGuard.

## ***Changes to Your Coverage***

### **Termination of Benefits**

For a Member, in the case of:

- Non-payment of amounts due under the contract, including any applicable co-payments under this Contract, 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 material misrepresentation, coverage may be cancelled after not less than 15 days written notice; subject, however, to the incontestability provisions outlined in this Evidence of Coverage;
- Fraud in the use of services or facilities, coverage may be cancelled after not less than 15 days written notice;
- Failure to meet eligibility requirements, coverage will be cancelled immediately, subject to continuation of coverage and conversion privileges, if applicable.
- Failure of the Subscriber and/or covered dependent to reside, live, or work in the Service Area, coverage may be cancelled immediately. This provision only applies if coverage is terminated uniformly without regard to any health status-related factor of members.

Coverage for a child who is the subject of a medical support order cannot be cancelled solely because the child does not reside, live or work in the Service Area.

Enrollment will be cancelled as of the last day for which payment has been received, subject to compliance with notice requirements.

If the member terminates from the plan while the contract between you and SafeGuard 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.

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.

## **Renewing Your Coverage**

Your contract with SafeGuard to provide services is for a minimum period of twelve (12) consecutive months and renews automatically for twelve (12) additional months and until you or SafeGuard notifies the other of termination in writing. Your coverage under the Plan is guaranteed for that time period so long as you meet the eligibility requirements under the Plan. If the Contract expires, it may be renewed. If renewed, it is possible that the terms of the Plan may have been changed. If changes to benefits, co-payments or premiums have been made to a renewed contract, SafeGuard will notify you not less than thirty (30) days before the effective date of the change.

## **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.

## **Incontestability**

All statements made on your Enrollment Form shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of your knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew your coverage or reduce benefits unless: (1) it is in a 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. This contract may only be contested for fraud or intentional misrepresentation of material fact made on the enrollment application.

The statements and information contained in the Member's Enrollment Form are represented by Member to be true and correct and incorporated into this contract. The member also recognizes that SafeGuard has issued this contract in reliance on those statements and information. This contract replaces and cancels all other contracts, if any, issued to the Member.

## **Conversion Privilege/Continuation of Coverage**

Contact SafeGuard's Customer Service to check availability of a Plan in your area and for further information and details.



## **Member Rights**

During the term of the contract between SafeGuard and you, SafeGuard guarantees that it will not decrease any benefits; increase any co-payment; or materially change any Limitation or Exclusion. SafeGuard will not cancel or fail to renew your enrollment in this Plan because of your health condition or your requirements for dental care. Your Selected General Dental Office is responsible to you for all treatment and services, without interference from SafeGuard.

However, 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 dentist is obligated to complete any and all treatment in progress. SafeGuard will arrange a transfer for you to another dentist to provide for continued coverage under the Plan. As indicated on your Enrollment Form, your signature authorizes SafeGuard to obtain copies of your dental records if necessary.

As a member, you have the right to:

- Be treated with respect, dignity and recognition of your need for privacy and confidentiality;
- Express complaints and be informed of the complaint process;
- Have access and availability to care and access to copies of your dental records;
- Participate in decision-making regarding your course of treatment;
- Be provided information regarding Selected General Dental Offices; and
- Be provided information regarding the services, benefits and specialty referral process provided by SafeGuard.

## **Member Responsibilities**

If you continually refuse a prescribe course of treatment, use the professional relationship for illegal means, or abuse the professional relationship, your Selected General Dentist or Dentist whose practice is limited to Specialty Care has the right to refuse to treat you. If you receive dental care during a time you are not eligible under the Plan, you will be responsible to pay the dentist the usual fee for that care. You have the responsibility to pay the co-payment associated with specific procedures you may undergo in the course of your treatment.

As a member, you have the responsibility to:

- Identify yourself to your Selected General Dental Office as a SafeGuard member. If you fail to do so, you may be charged the dentist's usual and customary fees instead of the applicable co-payment, if any.
- Treat the Selected General Dentist, office staff and SafeGuard 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 Specialist 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.
- Keep scheduled appointments or contact the dental office twenty-four (24) hours in advance to cancel an appointment. If you do not, you may be charged a missed appointment fee.
- Make co-payments at the time of service. If you do not, the dentist may collect those co-payments from you at subsequent appointments and in accordance with their policies and procedures.
- Notify SafeGuard of changes in family status. If you do not, SafeGuard will be unable to authorize dental care for you and/or your family members.

## **Definitions**

These definitions apply when the following terms are used, unless otherwise defined where they are used. Not all defined terms are used in their usual meaning and some have meanings that limit their application; therefore, please refer to this Definitions section for a helpful understanding of the defined terms that are capitalized.

## **Arbitration**

A non-court proceeding which is used to solve legal disputes. It is usually held before an attorney or judge who weighs the evidence and renders a binding decision, which has the force of law. Arbitration is an efficient alternative to a trial court proceeding for resolving legal disputes.

## **Calendar Year**

A twelve (12) month period beginning on January 1 and ending on December 31 of that same year.

## **Company**

SafeGuard Dental & Vision. Dental benefits are provided by SafeGuard Health Plans, Inc.

## **Co-payment**

The amount listed on the Schedule of Benefits for covered services that the member is required to pay at the time of treatment.

## **Covered Person**

You or your dependent(s) who is/are covered under the Plan.

## **Dental Records**

A single complete record kept at the site of your dental care. Dental records refer to diagnostic aids, intra-oral and extra-oral radiographs, written treatment records including, but not limited to, progress notes, dental or periodontal chartings, treatment plans, consultation reports or other written material relating to an individual's medical or dental history, diagnosis, condition, treatment and/or evaluation.

## **Dependent**

Eligible family member of a subscriber who is enrolled in SafeGuard. (See Dependent Coverage).

## **Emergency Dental Services**

Dental services rendered for the relief of acute pain, bleeding, infection, fever, or for conditions that may result in disability or death, and where delay of treatment would medically be inadvisable.

## **Medically Necessary**

Covered services that are necessary and meet with professionally recognized standards of practice. The fact that a provider may prescribe, order, recommend or approve a service or material does not, in itself, make it medically necessary, or make it a covered service and material even though it is not listed in this Policy or the Schedule of Benefits as an exclusion.

With respect to a prophylaxis or fluoride treatment, those required by patients who are under MEDICAL supervision and whose medical condition precipitates gingivitis or other conditions which may require additional prophylaxis or fluoride treatment.

## **Member**

An individual enrolled in the SafeGuard dental plan, including the Policyholder or his or her Dependent(s) covered under the Plan.

## **Plan**

Coverage for specified dental care services purchased by you, or an Organization for its members, for a fixed, periodic payment made in advance of treatment. Such plans often include the use of fixed co-payments to clarify the financial obligation of coverage dental care, and are subject to Exclusions and Limitations.

## **Prepayment Fee**

The monthly or annual fee paid to SafeGuard by you. The Prepayment fee (also known as “premium payment”) is not the same as a co-payment.

## **Selected General Dentist/Selected General Dental Office**

A SafeGuard contracting dentist who agrees in writing to provide dental care services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

## **Service Area**

The Service Area is the geographical area in which SafeGuard has a panel of Selected General Dentists and Specialists who have agreed to provide care to SafeGuard members.

## **SafeGuard is licensed to conduct business in the following counties:**

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, Matagorda, 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, Zapata.

## **Subscriber**

The person who represents the family unit in relation to the dental benefit program. Also known as: certificate holder, enrollee.

## **Termination of Benefits**

A member's loss of program eligibility and disenrollment from the Plan. Reason(s) for termination of benefits are detailed within this document.

## **Usual Fee**

The fee usually charged by the Provider to his or her private patients for a given service or material.