

**C250ZPX Dental Plan
Florida
Publix**



HUMANA.
CompBenefits

CompBenefits Company

A Prepaid Limited Health Service Organization Licensed Under Section 636 of the Florida Insurance Code.

Agreement And Certificate of Benefits

Provided that all Contributions and Copayments required by this Certificate are paid when due, CompBenefits Company (hereinafter referred to as "Company") hereby agrees to provide Benefits to the Subscriber subject to all the provisions, definitions, limitations, and conditions of this Certificate outlined below:



President

I. Definitions

- A. **"Agreement and Certificate of Benefits"** (hereinafter referred to as "Certificate") is that document provided to the Subscriber that specifies Benefits and conditions of Coverage.
- B. **"Benefits"** are those Dental Care Services available to the Members as stated in their Certificates.
- C. **"Contributions"** are those periodic payments due Company by Subscriber to receive Benefits as provided by the Certificate.
- D. **"Copayment"** is an additional fee the Participating General Dentist or Participating Specialist may charge Member when providing Dental Care Services not specified as "No Charge" in the Certificate.
- E. **"Copayment Benefits"** are those Dental Care Services for which there are reduced fees which are due and payable directly by the Member to the Participating General Dentist or Participating Specialist at the time the services are rendered or in accordance with the particular payment procedures of the Participating General Dentist or Participating Specialist.
- F. **"Dental Care Services"** are those services to be performed by a Participating General Dentist or Participating Specialist pursuant to the terms of the Certificate and a Participating General Dentist Agreement or a Participating Specialist Agreement.
- G. **"Dental Facility"** is the location of the Participating General Dentist's or Participating Specialist's office where Members shall receive Dental Care Services.
- H. **"Dependent"** means the following dependents of the Subscriber: a) the legal spouse; and b) all unmarried dependent children under nineteen (19) years of age, or under twenty-three (23) if they are full-time students in an accredited college or university and dependent on the Subscriber for primary support (unless otherwise negotiated or covered by amendment to this Certificate). The term "children" also includes: a) adopted children and b) stepchildren and foster children living with the Subscriber in a parent-child relationship.

- I. **“Effective Date”** is the first day that a Member is entitled to receive Benefits designated in the Certificate.
- J. **“Enrollment Fee”** is a one-time application fee for non-group contracts.
- K. **“Member”** is a Subscriber and/or covered eligible Dependent of a Subscriber.
- L. **“Necessary Treatment”** is that set of Dental Care Services determined by the Participating General Dentist or Participating Specialist as required to establish and maintain Member’s good oral health.
- M. **“No Charge Benefits”** are those Dental Care Services for which there are no additional fees due the Participating General Dentist or Participating Specialist by Member.
- N. **“Participating General Dentists and Participating Specialists”** are those licensed dentists selected and contracted with Company as independent contractors to provide dental Benefits to Members.
- O. **“Subscriber”** is an individual in good standing for whom the necessary Contributions and Copayments have been made in payment for Dental Care Services and to whom a Certificate evidencing coverage has been issued.
- P. **“Treatment Plan”** is that individual proposal by the Participating General Dentist or Participating Specialist outlining the recommended course of Member’s Dental Care Services. A written copy may be requested by the Member.
- Q. **“Usual Charges”** are those fees that are customarily charged for Dental Care Services by the Participating General Dentist or Participating Specialist. Said charges are not determined by Company.

II. Contributions and Copayments

It is agreed that in order for Member to be eligible for and entitled to receive Benefits provided by this Certificate, Company must receive all Contributions and Enrollment Fees (where applicable) in advance. The Participating General Dentist or Participating Specialist must receive any Copayments in accordance with their particular payment procedure.

III. Benefits

From the Effective Date, Company agrees to provide Benefits to Members through Participating General Dentists or Participating Specialists on a No Charge or Copayment basis in accordance with the Schedule of Benefits contained in this Certificate. There is no exclusion due to pre-existing dental conditions except in those instances in which treatment has been initiated but not yet completed prior to the Effective Date.

IV. Duration of Agreement

Except under the following conditions, Company and Subscriber shall maintain this Certificate in force for a period of not less than twelve (12) months:

- A. Company may cancel this Certificate with forty-five (45) days written notice:
 - 1. (a) When a Member commits any action of fraud or misrepresentation involving Company.

- (b) When a Member's behavior is disruptive, unruly, abusive, unlawful, fraudulent, or uncooperative to the extent that the Member's continuing participation seriously impairs the ability of Company, the Participating General Dentist, or the Participating Specialist to provide services to the Member and/or to other Members.
 - (c) When a Participating General Dentist is not available within the immediate geographical area of the Subscriber.
 - (d) When reasonable efforts by Company to establish and maintain a satisfactory dentist/patient relationship are unsuccessful or when Member has indicated unreasonable refusal to accept Necessary Treatment. When a Member refuses to accept treatment from two (2) Participating General Dentists or Participating Specialists, proof of unreasonable refusal shall be presumed conclusively.
2. Prior to cancellation, Company shall make every effort to resolve the problem through its grievance procedure and to determine that the Member's behavior is not due to use of the Dental Care Services provided or to mental illness.
 3. If cancellation is effected by Company, all excess Contributions received by Company (excluding Enrollment Fees) over Usual Charges will be returned to Subscriber. Whenever cancellation is effected by Company because a Participating General Dentist is not available within the immediate geographical area of the Subscriber, then the Enrollment Fee (if any) also will be refunded.
 4. Cancellation of this Certificate by Company is without prejudice to any continuous loss which commenced while this Certificate was in force. Participating General Dentists and/or Participating Specialists shall complete all dental procedures undertaken upon the Member, until the specific treatment or procedure undertaken upon the Member has been completed or for ninety (90) days, whichever is the lesser period of time. This shall apply to acute care procedures only and shall not include non-acute continuing care which would require continuing periodic treatment.

B. Subscriber may cancel this Certificate:

1. By notifying Company in writing within thirty (30) days of the Effective Date. Provided no Dental Care Services have been rendered to the Member, all Contributions (excluding Enrollment Fees) will be refunded upon written request. If Dental Care Services have been received by the Member, then any Contribution refunds shall be first applied to the Usual Charges of the Participating General Dentist or Participating Specialist.
2. If the Subscriber permanently moves from the Company service area. Cancellation shall become effective on the last day of the month in which written notification is received by Company.
3. If the Subscriber seeks cancellation after the first thirty (30) days and during the first twelve (12) months of this Certificate, the Subscriber will not be entitled to any premium refund. Additionally, Company Participating General Dentists and Participating Specialists, at their discretion, shall have

the right to collect from the Member their Usual Charges less any Copayments previously paid by the Member.

V. Continuation of Coverage

Unless cancellation of this Certificate is made for reasons specified in IV. A. 1. (a), (b), (c), or (d), Subscribers who continue to pay appropriate Contributions and Copayments will have their Certificates automatically renewed at the expiration of the first twelve (12) months. The following conditions also will apply:

- A. At the attainment of the applicable age, coverage as a Dependent shall be extended if the individual is and continues to be both:
 - 1. Incapable of self-sustaining employment by reason of mental retardation or physical handicap; and
 - 2. Chiefly dependent upon the Subscriber for support and maintenance, provided proof of such incapacity and dependency is furnished to Company by the Subscriber within thirty-one (31) days of the Dependent's attainment of the limiting age and subsequently as may be required by Company, but not more frequently than annually after the two-year period following the Dependent's attainment of the limiting age.
- B. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that certain employers maintaining group medical and dental plans offer employees and their Dependents the opportunity to continue their coverage when such coverage ends under certain conditions.

It is possible that a given employer is exempt from COBRA, particularly if there are less than 20 employees at all times during the calendar year.

More information about COBRA continuation can be obtained from a Subscriber's employer. COBRA does not apply to coverage maintained on any basis other than that through an employer-employee relationship.

VI. Coverage for Newborn Children and Adding Additional Dependents

- A. A child born to the Subscriber, or covered family member, while this Certificate is in force is covered under this Certificate from the moment of birth, up to thirty-one (31) days. If coverage is to continue, the Subscriber must notify Company within the thirty-one (31) day period and pay the required Contribution, if any. Coverage is for the same Benefits and under the same terms and conditions applicable for Dependent children. Adoptive children will be treated the same as newborn infants and eligible for coverage on the same basis upon placement in the adoptive home or from the moment of birth if a written agreement to adopt is entered into by Subscriber prior to birth.
- B. Additional eligible Dependents of Subscriber may be added to this Certificate upon application to Company. When Dependents of a Subscriber become ineligible, upon application they may change their status and continue their Benefits as an individual Subscriber.

VII. Conversion Provisions for Group Plans

- A. Company shall offer a converted contract to any Subscriber or covered Dependent whose group plan coverage has been terminated, and who has been

continuously covered under Company for at least three (3) months immediately prior to termination. The converted contract will provide coverage and benefits similar to the terminated contract and will be similar to the non-group or group contract previously in effect.

- B. A Subscriber or covered Dependent shall not be entitled to have a converted contract issued to him or her if termination of his or her coverage occurred for any of the following reasons:
1. Failure to pay any required premium or Contribution.
 2. Replacement of any discontinued coverage by similar coverage within thirty-one (31) days.
 3. Fraud or material misrepresentation in applying for any benefits under the Company contract.
 4. Disenrollment for cause as specified in IV.A.1.
 5. Willful and knowing misuse of the Company identification or Member handbook or Certificate by the Member.
 6. Willful and knowing furnishing to Company by the Member of incorrect or incomplete information for the purpose of fraudulently obtaining coverage or benefits from Company.
 7. The Subscriber has left the geographic area of Company with the intent to relocate or establish a new residence outside Company's geographic area.
- C. Subject to the conditions set forth above, the conversion privilege shall also be available to:
1. The surviving spouse and/or children, if any, at the death of the Subscriber, with respect to the spouse and such children whose coverages under the Company contract terminate by reason of such death.
 2. To the former spouse whose coverage would otherwise terminate because of annulment or dissolution of marriage, if the former spouse is dependent for financial support.
 3. To the spouse of the Subscriber upon termination of coverage of the spouse, while the Subscriber remains covered under a group Company contract, by reason of ceasing to be a qualified family Member under the group contract.
 4. To a child solely with respect to himself or herself, upon termination of his or her coverage by reason of ceasing to be a qualified family Member under a group Company contract.

VIII. General Provisions

A. Dental Facility Selection

1. Members shall be entitled to select the Dental Facility of their choice from a listing of Dental Facilities provided at the time of original enrollment.
2. Members shall be entitled to transfer from one Dental Facility to another upon written request and provided all Contributions and Copayments are currently

paid. Transfers are limited to one (1) per calendar year per Member.

3. Company reserves the right to transfer Members to another Dental Facility for the following reasons:
 - (a) If chosen Dental Facility is no longer under contract with Company to provide Benefits.
 - (b) If chosen Dental Facility is determined by Company to be unable to effectively render Benefits to the Member.
 - (c) If efforts to establish a satisfactory dentist/patient relationship between Member and a Participating General Dentist or Participating Specialist have failed.
 - (d) If Member has unreasonably refused to accept Necessary Treatment from a particular Participating General Dentist, then a transfer will be made in order to obtain a second Necessary Treatment opinion.

B. Appointments

All non-emergency Dental Care Services rendered to Member shall be on a prior appointment basis during the normal office hours of the Participating General Dentist or Participating Specialist. In order to receive Benefits, Member must make an appointment with a Participating General Dentist or a Participating Specialist, and the request for an appointment must be made after the Effective Date. When making an appointment, Member should inform Dental Facility that he or she is a Company Member.

Member may request an emergency appointment (treatment of accidental, painful, or urgent conditions) within twenty-four (24) hours of calling the Dental Facility, subject to the appropriate Copayment.

C. Emergency Care

Emergency care means treatment due to injury, accident, or severe pain requiring the services of a dentist which occurs under circumstances where it is neither medically nor physically possible for the Member to be treated by any Company Participating General Dentist or Participating Specialist. An acute periodontal abscess and an acute periapical abscess which occur under circumstances where it is not possible for the Member to be treated by any Company Participating General Dentist or Participating Specialist are examples where emergency benefits would be applicable.

1. Out-of-Area Emergency Care:

When more than one hundred (100) miles from the nearest available Company Dental Facility, Member may obtain reimbursement for expenses for Emergency Care rendered by any licensed dentist, less applicable Company copayments, up to one hundred dollars (\$100) per Member per year, upon presentation of an itemized statement of emergency services from the dental office. Company must be notified of such treatment within ninety (90) days of its receipt.

2. In-Service-Area Emergency Care:

When Member is within one hundred (100) miles of any Company Dental Facility, during Company's normal business hours the Member should first contact his/her Participating General Dentist and request an emergency appointment. If his/her dentist is unable to render Emergency Care, Member should contact Company Member Services and request assistance in obtaining Emergency Care from another Company Dental Facility at that facility's usual fees less a 25% reduction.

If Emergency Care is required after Company's normal business hours, and it is not possible to contact a Company Dental Facility, Member may obtain reimbursement for expenses for Emergency Care rendered by any licensed Dentist, less applicable Company copayments, up to one hundred dollars (\$100) per Member per year, upon presentation of an itemized statement of emergency services from the dental offices. Company must be notified of such treatment within ninety (90) days of its receipt.

D. Change in Contributions or Copayments

Company, at its discretion, may change the Contributions and/or Benefits by providing Subscriber with forty-five (45) days written notice prior to the Effective Date of the change. Changes in Contributions and Benefits will not be made to individual Certificates but will be made only on a class of Certificates. Subscriber shall have the right to cancel the Certificate, without penalty, if Subscriber does not wish to continue coverage because of proposed change.

E. Renewal

All Subscribers who continue to pay appropriate Contributions and Copayments will have their coverage renewed automatically, subject to all applicable provisions of this Certificate.

F. Grace Period

This contract has a thirty (30) day grace period. This provision means that if any required premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, the contract will stay in force. If full payment is not received within the thirty (30) day grace period, coverage will be terminated effective the first day of the grace period. Subscriber will be liable for the cost of Dental Care Services received during the grace period.

G. Reinstatement

The following guidelines shall apply to requests for reinstatement:

1. The Subscriber must submit an application for reinstatement to Company.
2. The Subscriber must remit to Company all Contributions for the period between the lapse Effective Date (previous last day of eligible coverage) and the reinstatement date.

Upon receipt by Company of the application and the appropriate Contributions, Company will notify Subscriber of the Effective Date of resumption of Benefits.

H. Dental Records

Dental records concerning services rendered to Member shall remain the property of the Participating General Dentist or Participating Specialist. Member agrees that his/her dental records may be reviewed by Company as deemed necessary in compiling utilization and/or similar data. Company agrees to honor confidentiality of said data.

I. Limitations and Exclusions

1. No service of any dentist other than a Participating General Dentist or Participating Specialist will be covered by Company, except out-of-area emergency care as provided in Section VIII, Paragraph C of this Certificate.
2. Whenever any Contributions or Copayments are delinquent, Member will not be entitled to receive Benefits, transfer Dental Facilities, or enjoy any of the other privileges of a Member in good standing.
3. Company does not provide coverage for the following services:
 - a) Cost of hospitalization and pharmaceuticals, drugs or medications.
 - b) Services which in the opinion of the Participating General Dentist or Participating Specialist are not Necessary Treatment to establish and/or maintain the Member's oral health.
 - c) Any service that is not consistent with the normal and/or usual services provided by the Participating General Dentist or Participating Specialist or which in the opinion of the Participating General Dentist or Participating Specialist would endanger the health of the Member.
 - d) Any service or procedure which the Participating General Dentist or Participating Specialist is unable to perform because of the general health or physical limitations of the Member.
 - e) Any dental treatment started prior to the Member's effective date for eligibility of benefits.
 - f) Services for injuries and conditions which are paid under Workers' Compensation or Employers' Liability laws.
 - g) Treatment for cysts, neoplasms and malignancies.
 - h) General anesthesia.

J. Incontestability

In the absence of fraud, all statements made by the Subscriber are considered representations and not warranties during the first two years of coverage. Company may avoid providing coverage at any time if Subscriber makes a fraudulent statement in a written application.

K. Conformity with Florida Law

1. This Certificate shall be interpreted in accordance with the laws of the State of Florida and any action or claim, including arbitration, shall be brought within the State of Florida.

2. Any statute, act, ordinance, rule or regulation of any governmental authority with jurisdiction over Company shall have the effect of amending this Certificate to conform with the minimum requirements thereof.
3. In the event any portion of this Certificate is held to be void, it shall not affect any other provisions.

L. Notices

All notices, changes, or requests by Members shall be made in writing and shall be furnished by United States Mail to Company at its address as listed on the face page of this Certificate.

M. Notice of Independent Contractor Relationship

Company assumes responsibility of fulfilling the terms of this Certificate. Participating General Dentists and Participating Specialists are independent contractors, and Company cannot be held responsible for any damages incurred as a result of tort, negligence, breach of contract, or malpractice by a Participating General Dentist or Participating Specialist, or for any damages which result from any defective or dangerous condition in or about any Dental Facility.

N. Open Enrollment for Group Plans

Company will offer group plans at least one open enrollment period of not less than thirty (30) days every eighteen (18) months. Such open enrollment periods will be offered for as long as the group exists unless Company and the Group mutually agree to a shorter period of time than eighteen (18) months.

O. Insurance Department

The address and telephone number of the Florida Insurance Department are as follows:

200 E. Gaines Street, Tallahassee, FL 32399; Consumer Hotline (800) 342-2762.

IX. Review and Mediation of Complaints

A. Informational Grievances

Any Member who has a grievance against Company for any matter arising out of a Subscriber Certificate or for covered Dental Care Services rendered thereunder may submit an informal oral grievance to Company. Assistance with Company's grievance procedures, including assistance with informal oral grievances, may be obtained by calling Company's Member Services Department at the address and telephone number listed on the face page of this Certificate. Oral grievances shall be submitted to Company's Grievance Coordinator. Informal oral grievances shall be responded to as soon as possible by the Grievance Coordinator. If the informal oral grievance involves a dentally-related matter or claim, Company's Dental Director shall be involved in resolving said grievance. The Member has the right to file a

formal written grievance with Company and to appeal to the State of Florida Department of Insurance.

B. Submission of Formal Grievances

Any Member who has a grievance against Company for any matter arising out of a Subscriber Certificate or for covered Dental Care Services rendered thereunder may submit a formal written statement of the grievance to Company. Such written statement shall be specifically identified as a grievance, shall be submitted to Company within one (1) year from occurrence of the events upon which the grievance is based, and shall contain a statement of the action requested, the Member's name, address, telephone number, Member number, signature and the date. The statement should be sent to the Company's Grievance Coordinator at Company's address as listed on the face page of this Certificate. More information on and assistance with Company's grievance procedures may be obtained by calling Company's Member Services Department at Company's telephone number as listed on the face page of this Certificate.

C. Response to Formal Grievances

Company's Grievance Panel shall meet once a month to review written grievances submitted. If the Grievance Panel requires further information from the Member, then the Member may be asked to appear before the Grievance Panel. The Grievance Panel shall render a decision and communicate such decision, in writing, to the grievant within ten (10) days after the Grievance Panel's meeting. If the grievance involves a dentally-related matter or claim, Company's Dental Director shall be involved in resolving said grievance. If the grievance involves denial of benefits or services, the written decision shall reference the specific provisions of this Certificate upon which the denial is based. All grievances shall be processed within sixty (60) days by Company. However, if the grievance involves collection of information from outside Company's service area, an additional thirty (30) days will be allowed for processing.

D. Appeal of Decision

If the Member is dissatisfied with the decision of the Grievance Panel, the Member may request reconsideration by the Grievance Panel and may request a personal appearance before the Grievance Panel. Such requests for reconsideration must be made within sixty (60) days after receipt of the Grievance Panel's initial written decision. In addition, a Member has the right to appeal to the State of Florida Department of Insurance.

X. Entire Agreement

This Certificate constitutes the entire agreement between the parties.

XI. Agreement Language

Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

AMENDMENT

The Agreement and Certificate of Benefits ("Certificate") is hereby amended as follows.

The terms and conditions of that certain Certificate are hereby confirmed in their entirety with the exception that to the extent the terms and conditions of this Amendment are in conflict with the terms and conditions of the Certificate, the terms of the Amendment shall govern.

The definition of "Dependent" is hereby deleted in its entirety and replaced with the following:

Dependent- means any of the following persons:

1. Your spouse;
2. Your unmarried child;
 - a) from birth to age 19 and dependent upon You for support;
 - b) 19 years of age through the end of the calendar year in which the child attains age 25, if dependent upon You for support and a full-time student; or
 - c) at least 19 years of age and:
 - i. primarily dependent upon You for support because of mental or physical handicap;
 - ii. was incapacitated and insured under Policy on his 19th birthday; and
 - iii. continues to be incapacitated beyond his 19th birthday.

A child also includes adopted children, as well as stepchildren or foster children living with You in a parent-child relationship

It is agreed and acknowledged that this Amendment shall be effective upon receipt of this Amendment.



President

NOTICE OF PRIVACY PRACTICES

Effective April 14, 2003

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. **PLEASE REVIEW IT CAREFULLY.**

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") we are required to maintain the privacy of your protected health information and provide you with notice of our legal duties and privacy practices with respect to such protected health information.

We are required to abide by the terms of the notice currently in effect. We reserve the right to change the terms of our notice at any time and to make the new notice provisions effective for all protected health information that we maintain. In the event that we make a material revision to the terms of our notice, you will receive a revised notice within 60-days of such revision. If you should have any questions or require further information, please contact our Privacy Officer at (770) 998-8936 or toll free at (800) 342-5209.

How We May Use or Disclose Your Health Information

The following describes the purposes for which we are permitted or required by law to use or disclose your health information without your consent or authorization. Any other uses or disclosures will be made only with your written authorization and you may revoke such authorization in writing at any time.

Treatment: We may use or disclose your health information to provide you with medical treatment or services. For example, information obtained by a provider providing health care services to you will record such information in your record that is related to your treatment. This information is necessary to determine what treatment you should receive. Health care providers will also record actions taken by them in the course of your treatment and note how you respond.

Payment: We may use or disclose your health information in order to process claims or make payment for covered services you receive under your benefit plan. For example, your provider may submit a claim to us for payment. The claim form will include information that identifies you, your diagnosis, and treatment or supplies used in the course of treatment.

Health Care Operations: We may use or disclose your health information for health care operations. Health care operations include, but not limited to, quality assessment and improvement activities, underwriting, premium rating, management and general administrative activities. For example, members of our quality improvement team may use information in your health record to assess the quality of care that you receive and determine how to continually improve the

quality and effectiveness of the services we provide.

Business Associates: There may be instances where services are provided to our organization through contracts with third-party "business associates". Whenever a business associate arrangement involves the use or disclosure of your health information, we will have a written contract that requires the business associate to maintain the same high standards of safeguarding your privacy that we require of our own employees and affiliates.

Required by Law: We will disclose medical information about you when required to do so by federal, state or local law.

Communication with Family or Friends: Our service professionals, using their best judgement, may disclose to a family member, other relative, close personal friend, or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care.

Marketing: We may use or disclose your health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Research: We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

Coroners, Medical Examiners and Funeral Directors: We may disclose health information to a coroner or medical examiner. We may also disclose medical information to funeral directors consistent with applicable law to carry out their duties.

Organ Procurement Organizations: Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

Fund Raising: We may contact you as part of a fund-raising effort.

Public Health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury or disability.

Food and Drug Administration (FDA): We may disclose to the FDA health information relative to adverse events with respect to food, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Workers' Compensation: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

To Avert a Serious Threat to Health or Safety: Consistent with applicable federal and state laws, we may use and disclose health information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Military and Veterans: If you are a member of the armed forces, we may disclose health information about you as required by military command.

Health Oversight Activities: We may disclose health information to a health oversight agency for activities authorized by law, including audits, investigations, inspections, and licensure.

Protective Services for the President, National Security and Intelligence Activities: We may disclose health information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations, or for intelligence, counterintelligence, and other national security activities authorized by law.

Law Enforcement: We may disclose health information when requested by a law enforcement official as part of law enforcement activities; investigations of criminal conduct; in response to court orders; in emergency circumstances; or when required to do so by law.

Inmates: We may disclose health information about an inmate of a correctional institution or under the custody of a law enforcement official to the correctional institution or law enforcement official.

Lawsuits and Disputes: We may disclose health information about you in response to a subpoena, discovery request, or other lawful order from a court.

Plan Sponsors: We may disclose health information about you to your plan sponsor to carry out plan administration functions that the plan sponsor performs upon certification by the plan sponsor that the plan documents have been amended as set forth under HIPAA regulations.

Your Rights Regarding Your Health Information

The following describes your rights regarding the health information we maintain about you. To exercise your rights, you must submit your request in writing to our Privacy Officer at 100 Mansell Court E., Suite 400, Roswell, GA 30076.

Right to Request Restrictions. You have the right to request that we restrict uses or disclosures of your health information to carry out treatment, payment, health care operations, or communications with family or friends. We are not required to agree to a restriction.

Right to Receive Confidential Communications. You have the right to request that we send communica-

tions that contain your health information by alternative means or to alternative locations. We must accommodate your request if it is reasonable and you clearly state that the disclosure of all or part of that information could endanger you.

Right to Inspect and Copy. You have the right to inspect and copy health information that we maintain about you in a designated record set. A "designated record set" is a group of records that we maintain such as enrollment, payment, and claims adjudication record systems. If copies are requested or you agree to a summary or explanation of such information, we may charge a reasonable, cost-based fee for the costs of copying, including labor and supply cost of copying; postage; and preparation cost of an explanation or summary, if such is requested. We may deny your request to inspect and copy in certain circumstances as defined by law. If you are denied access to your health information, you may request that the denial be reviewed.

Right to Amend. You have the right to have us amend your health information for as long as we maintain such information. Your written request must include the reason or reasons that support your request. We may deny your request for an amendment if we determine that the record that is the subject of the request was not created by us, is not available for inspection as specified by law, or is accurate and complete.

Right to Receive an Accounting of Disclosures. You have the right to receive an accounting of disclosures of your health information made by us in the six years prior to the date the accounting is requested (or shorter period as requested). This does not include disclosures made to carry out treatment, payment and health care operations; disclosures made to you; communications with family and friends; for national security or intelligence purposes; to correctional institutions or law enforcement officials; or disclosures made prior to the HIPAA compliance date of April 14, 2003. Your first request for accounting in any 12-month period shall be provided without charge. A reasonable, cost-based fee shall be imposed for each subsequent request for accounting within the same 12-month period.

Right to Obtain a Paper Copy. You have the right to obtain a paper copy of this Notice of Privacy Practices at any time.

How to File a Complaint if You Believe Your Privacy Rights Have Been Violated

If you believe that your privacy rights have been violated, please submit your complaint in writing to:

**CompBenefits
Attn: Privacy Officer
100 Mansell Court East, Suite 400
Roswell, GA 30076**

You may also file a complaint with the Secretary of the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

Thank you for selecting a CompBenefits dental plan. You and your family can look forward to receiving affordable care as well as good dental health. CompBenefits' benefits are designed to encourage preventive care which will keep your teeth and gums free of dental disease. When you receive care from one of our Participating General Dentists or Participating Specialists, simply consult your Schedule of Benefits to determine the amount you will pay for a specified procedure. This amount is referred to as a "copayment" or "surcharge".

From time to time, you may have questions about your dental benefits. We have anticipated what some of those questions may be and have provided the answers for you below. Understanding how your new dental program works will allow you to get the best care possible for both you and your family. Please take a moment now to read through this brochure and learn more about your dental plan.

Where can I receive benefits?

Benefits are provided by Participating General Dentists and Participating Specialists. The Participating General Dentist you have selected is printed on your Certificate of Dental Benefits. If you have not already chosen a Participating General Dentist, please contact Member Services in order to do so.

Please note that some Participating General Dentists may have more than one office. Please be sure to go only to the physical office location you choose. Each month, your dentist will receive a list with your name on it. It is a good idea for you to check with your dentist's office staff to be sure your name is on their list before you receive services.

How do I obtain a dental appointment?

Simply call your selected Participating General Dentist and make an appointment. Please take a moment to confirm the effective date of your coverage, which is printed on your Certificate of Dental Benefits. If you receive your Certificate of Benefits prior to your effective date, please wait until your effective date to make an appointment.

How do I obtain a list of Participating Dentists?

Simply call Member Services. We will be happy to mail one to you.

What should I do if I need to cancel my appointment?

If you need to cancel an appointment, please call your Participating General Dentist at least 24 hours before your appointment. Dentists work on an appointment basis and need to know your change of plans. If you break an appointment without giving 24-hour notice to your Participating General Dentist's office, you may be charged for a broken appointment at the rate shown on your Schedule of Benefits.

When I go to my selected Participating General Dentist, what treatment will I receive?

Your Participating General Dentist will evaluate your total dental needs. The two of you will then agree on a treatment plan to correct any existing problems and get you started on a program of good oral hygiene to help keep your teeth healthy and sound. Be sure you understand the recommended treatment plan and any associated charges. You may request a written copy of your treatment plan.

Your dentist is a dental care professional. Please do not ask him or her to provide only the "no charge" benefits and neglect treatment which is in the best interest of your own oral health. If you have any questions about your treatment plan, discuss them with your Participating General Dentist. If you have questions regarding your Schedule of Benefits, contact Member Services.



What if I want a second opinion?

You may get a second opinion from one of our Participating General Dentists at the cost indicated on your Schedule of Benefits. Simply call a Participating General Dentist and let the receptionist know that you'd like a second opinion appointment. Be sure to indicate that you are a member. The dentist will evaluate your situation and discuss it with you. If any services are rendered, you will be responsible for the cost.

What do I do if I need emergency treatment?

Call your Participating General Dentist and request an emergency appointment for the treatment of accidental, painful or urgent conditions. Your Schedule of Benefits shows the copayment for emergency appointments. This copayment is in addition to any copayment for treatment.

If your Participating General Dentist is not available, contact Member Services. We will help you locate another Participating General Dentist who can provide emergency care.

Consult your Certificate of Benefits for specific information regarding "out-of-area" emergency care.

Can I go to any Specialist of my choice?

Your benefits are available only from Participating General Dentists and Participating Specialists. Your Participating General Dentist will provide most, if not all, of the care you need. In the event specialist care is required, your Participating General Dentist may make a recommendation. Depending on your plan's specific provisions, an authorized referral from your Participating General Dentist may be required before seeking specialty care. Please read your plan's Certificate of Benefits carefully for specific guidance about accessing specialty care.

What should I do if I have a change of address?

Simply notify Member Services by phone or letter if your address or telephone number changes.

What are my charges if a procedure is not on my Schedule of Benefits?

A few services are specifically listed as exclusions on your Schedule of Benefits. You do not have any benefits for those services. Any service that is not specifically excluded may be available at a discount from Participating General Dentists' Usual and Customary Fees. Please refer to your Schedule of Benefits for the exact discount applicable to your plan.

What is the difference between Prophylaxis and Periodontal Prophylaxis?

Prophylaxis (ADA code #1110) is a routine cleaning. It includes scaling and polishing of teeth with normal periodontium (gum attachment and bone support).

Periodontal Maintenance Procedures (ADA code #4910) are maintenance procedures which are often necessary for those patients who have treatment for periodontal problems such as gum disease or pyorrhea and require follow up care.

Periodic maintenance treatment following active therapy is not the same as routine cleaning. It is a more extensive scaling process. There is a scheduled copayment for this procedure.

May I change from one Participating General Dentist to another?

Yes. You may change your Participating General Dentist by simply calling Member Services. If you request a change by the 15th of the month, it will become effective on the first of the following month. You may be precluded from transferring if you have a balance owed to your current dentist. Please read your plan's Certificate of Benefits for details on dental facility transfer limitations.



Is your dental plan a dental insurance plan?

Our plan is not an insurance plan. It is a Prepaid Dental Plan which makes benefits available from selected Participating General Dentists and Participating Specialists.

You enjoy benefits without deductibles, pre-existing conditions, or maximum benefit limitations. You, as the patient, pay your dentist the copayment amount stated in your Schedule of Benefits. The financial arrangements for making these copayments are strictly between the dentist and the patient. There are no claim forms to be filed.

What will I pay for a crown or a bridge?

The amount you pay depends on the type of crown or bridge which your Participating General Dentist recommends for you. The copayment on your Schedule of Benefits may not include the price of gold. If your crown or bridge includes gold, there may be an additional charge.

How do I transfer my dental records?

Dental records are the property of the Participating General Dentists or the Specialists. As a patient, you may request that a copy of your dental records be forwarded to your new Participating General Dentist's office, however, we cannot do this for you. Please note that there may be a charge to you for copies of dental records, including X-rays.



What happens if I am covered by dental insurance in addition to my coverage?

We typically will be your primary coverage. However, you may want to file your "out-of-pocket" expenses with your other carrier. Please contact your other plan for information about how they would like you to submit your "out-of-pocket" expenses.

What if I have other questions?

We have a qualified staff trained to answer your questions. Please contact us for further information.

Contact Member Services for:

- Name of Participating General Dentist
- Change of Participating General Dentist
- List of Participating Dentists
- Explanation of benefits
- Change of address
- New Certificate of Benefits & ID Cards

Contact Account Services for:

- Billing/payment questions
- Continuation of coverage
- Continuation of coverage for dependents who have reached the maximum age limit
- Policy reinstatement
- Dependent addition
- Dependent deletion
- Change of name
- Cancellation of coverage
- Effective date of policy

CompBenefits Member Services
1.800.342.5209

www.compbenefits.com

AMENDMENT

The Agreement and Certificate of Benefits ("Certificate") is hereby amended as follows.

The terms and conditions of that certain Certificate are hereby confirmed in their entirety with the exception that to the extent the terms and conditions of this Amendment are in conflict with the terms and conditions of the Certificate, the terms of this Amendment shall govern.

The definition of "Dependent" is hereby deleted in its entirety and replaced with the following:

Dependent- means any of the following persons:

1. Your spouse;
 2. Your child;
 - a) from birth to age 26; or
 - b) at least 26 years of age and:
 - i. primarily dependent upon You for support because of mental or physical handicap;
 - ii. was incapacitated and insured under Policy on his 26th birthday; and
 - iii. continues to be incapacitated beyond his 26th birthday.
- A child also includes adopted children or stepchildren.

It is agreed and acknowledged that this Amendment shall be effective upon receipt of this Amendment.



Gerald L. Ganoni
President