

**YOUR EMPLOYEE
BENEFIT PLAN**

EDUCATIONAL BENEFIT COOPERATIVE

Mannheim School District #83

**This is only a SPD, it is not an enforceable fully insured contract. It is
only being used for illustrative purposes**

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SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

<u>BENEFITS (EMPLOYEE)</u>	<u>AMOUNT</u>	
DENTAL EXPENSE BENEFITS		
	<u>In-Network</u>	<u>Out-of-Network</u>
ANNUAL DEDUCTIBLE AMOUNT (For Type B and Type C Expenses Combined)		
Individual	\$25	\$25
 COVERED PERCENTAGE		
Type A Expenses	80%	80%
Type B Expenses	80%	80%
Type C Expenses	80%	80%
 MAXIMUM		
For Covered Dental Expenses Maximum Benefit (For One Dental Expense Period).....		\$1,000

NOTE(S)

Covered Dental Expenses for orthodontia are not included in the Maximum Benefit For One Dental Expense Period.

If a dental bill is expected to be \$125 or more, see DENTAL EXPENSE BENEFITS, section F. PRE-DETERMINATION OF BENEFITS.

COORDINATION OF BENEFITS

The Dental Expense Benefits are subject to the provisions of the form entitled COORDINATION OF BENEFITS.

WHEN YOU RETIRE

Benefits are provided under This Plan on or after the day you retire.

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the benefits with respect to which such statement was made; or
2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

This certificate may not be assigned by you. Your benefits may not be assigned prior to a loss.

For Texas Residents: Upon receipt of services for a Covered Dental Expense, you may assign Dental Expense Benefits to the Dentist providing such care.

C. Refund to Educational Benefit Cooperative for Overpayment of Benefits

If the Educational Benefit Cooperative pays Dental Expense Benefits to you for expenses incurred on your own account and it is found that Educational Benefit Cooperative paid more Dental Expense Benefits to you than Educational Benefit Cooperative should have paid because:

1. all or some of those expenses were not paid for by the Covered Persons in your Family; or
2. any Covered Person in your Family was repaid for all or some of those expenses by a source other than from:
 - a. Educational Benefit Cooperative under an agreement of dental coverage issued to you in your name; and
 - b. Educational Benefit Cooperative under an agreement of dental coverage issued to a Covered Person in your Family who ordinarily lives in your home; and

Educational Benefit Cooperative will have the right to a refund from you. The amount of the refund is the difference between:

1. the amount of Dental Expense Benefits paid Educational Benefit Cooperative for those expenses; and

2. the amount of Dental Expense Benefits which should have been paid by Educational Benefit Cooperative for those expenses.

However, at the option of Educational Benefit Cooperative, Educational Benefit Cooperative may recover the excess amount by reducing or offsetting any future benefits payable to such person by the amount of the overpayment.

D. Additional Provisions

1. The benefits under This Plan do not at any time provide paid-up benefit, or loan or cash values.
2. No agent has the authority:
 - a. to accept or to waive the required proof of a claim; nor
 - b. to extend the time within which a proof must be given to Educational Benefit Cooperative.

DEFINITIONS OF CERTAIN TERMS USED HEREIN

"Actively at Work" or "Active Work" means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

"Covered Person" means an Employee on whose account benefits are in effect under This Plan.

"Doctor" means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

1. there is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
2. the service performed by the practitioner is within the scope of his or her license.

"Employee" means a person who is employed and paid for services by the Employer on a full-time basis and retirees, as defined by your employer.

"Family" means you.

"No Fault Law" means a motor vehicle liability law or other similar law which requires that benefits be provided for personal injury without regard to fault.

"Occupational Injury" means an injury which happens in the course of any work performed by the Covered Person for wage or profit.

"Occupational Sickness" means a sickness which entitles the Covered Person to benefits under a worker's compensation or occupational disease law.

"Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.

"Qualifying Events" means a change in your family, employment or group coverage status, which would affect your Benefits under This Plan due to one or more of the following:

1. marriage;
2. divorce, legal separation or annulment;
3. you previously did not enroll for dental coverage for you because you had other group coverage, but that coverage has ceased due to one or more of the following reasons:
 - a. loss of eligibility for the other group coverage; or
 - b. COBRA continuation of the other group coverage was exhausted

"This Plan" means the Group Benefit Plan which is issued by Educational Benefit Cooperative to provide Personal Benefits .

"You" and **"your"** mean the Employee who is a Covered Person for Personal Benefits. They do not include a Dependent of the Employee.

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

If you are an Employee on January 1, 2005, that is your Personal Benefits Eligibility Date; and

If you become an Employee after January 1, 2005, your Personal Benefits Eligibility Date is the date you become an Employee of the Employer .

EFFECTIVE DATES OF PERSONAL BENEFITS

Your Personal Benefits will become effective on the first of the month following your Personal Benefits Eligibility Date provided you are then Actively at Work as an Employee. If you are not then Actively at Work as an Employee, your Personal Benefits will become effective on the date of your return to Active Work as an Employee.

DENTAL EXPENSE BENEFITS

A. DEFINITIONS

"Covered Dental Expense" means:

1. For In-Network Benefits

The charges based on the Preferred Dentist Program Table of Maximum Allowed Charges for the types of dental services shown in section C. These services must be:

- a. performed or prescribed by a Dentist who is a Participating Provider; and
- b. necessary (see NOTICES) as determined by Metropolitan in terms of generally accepted dental standards.

No more than the Maximum Allowed Charge for the types of dental services shown in section C will be covered by the Dental Expense Benefits. The Maximum Allowed Charge is the lower of:

- a. the amount charged by the Participating Provider for the service or supply; and
- b. the maximum amount that the Participating Provider agreed with MetLife to charge for that service or supply. This maximum amount is specified or based on the amounts specified in the Preferred Dentist Program Table of Maximum Allowed Charges.

2. For Out-of-Network Benefits

The charges for the types of dental services shown in section C. These services must be:

- a. performed or prescribed by a Dentist who is not a Participating Provider; and
- b. necessary (see NOTICES) as determined by Metropolitan in terms of generally accepted dental standards.

No more than the Reasonable and Customary Charge for the types of dental services shown in section C will be covered by the Dental Expense Benefits. The Reasonable and Customary Charge is the lowest of:

- a. the usual charge by the Dentist or other provider of the services or supplies for the same or similar services or supplies; or
- b. the usual charge of most other Dentists or other providers in the same geographic area for the same or similar services or supplies; or
- c. the actual charge for the services or supplies.

There may be more than one way to treat a dental problem. If, in our view, an adequate method or material which costs less could have been used, the Dental Expense Benefits will be based on the method or material which costs less. The rest of the cost will not be a Covered Dental Expense. See section E for examples that show how this works.

"Deductible Amount" means the amount shown in the SCHEDULE OF BENEFITS. The Deductible Amount is an annual amount.

The Deductibles during any one Dental Expense Period will not apply to Covered Dental Expenses for your Family after you incur Covered Dental Expenses for Covered Persons in your Family and those expenses equal the Family Deductible Amount.

"Dental Expense Period" means a period which starts on any January 1 and ends on the next December 31.

"Dentist" means a person licensed by law to practice dentistry. A type of dental service which is performed or prescribed by a Doctor will be considered for Dental Expense Benefits as if it were performed or prescribed by a Dentist.

"Covered Percentage" means the percentage or percentages shown in the SCHEDULE OF BENEFITS.

"In-Network Benefits" means the Dental Expense Benefits provided under This Plan for covered dental services that are provided by a Dentist who is a Participating Provider.

"Out-of-Network Benefits" means the Dental Expense Benefits provided under This Plan for covered dental services that are not provided by a Dentist who is a Participating Provider.

"Preferred Dentist Program Table of Maximum Allowed Charges" means our fee agreement with a Participating Provider in which such Participating Provider has agreed to accept a schedule of maximum fees as payment in full for services rendered.

"Preferred Dentist Program" means our program to offer a Covered Person the opportunity to receive dental care from Dentists who are designated by MetLife as Participating Providers. When dental care is given by Participating Providers, the Covered Person will generally incur less out-of-pocket cost for the services rendered.

"Participating Provider" means a Dentist who has been selected by MetLife for inclusion in the Preferred Dentist Program. These Participating Providers agree to accept our Preferred Dentist Program Table of Maximum Allowed Charges as payment in full for services rendered.

"Non-Participating Provider" means a Dentist who is not a Participating Provider.

"Preferred Dentist Program Directory" means the list which consists of selected Dentists who:

1. are located in the Covered Person's area; and
2. have been selected by MetLife to be Participating Providers and part of the Preferred Dentist Program. These Participating Providers agree to accept our Preferred Dentist Program Table of Maximum Allowed Charges as payment in full for services rendered.

The list will be periodically updated.

B. COVERAGE

1. When Benefits May Be Payable

Educational Benefit Cooperative will pay Dental Expense Benefits if you incur Covered Dental Expenses:

- a. for a Covered Person during a Dental Expense Period; and
- b. while you are covered for the Dental Expense Benefits for that Covered Person; and

- c. the Covered Dental Expenses are more than the Deductible Amount.

An expense is "incurred" on the date the type of dental service for which the charge is made is completed.

2. How Benefits Are Determined

Benefits will be equal to the Covered Percentage of those Covered Dental Expenses which are more than the Deductible Amount. However:

- a. The sum of all benefits for all Covered Dental Expenses incurred for a Covered Person during any one Dental Expense Period will not be more than the Maximum Benefit For One Dental Expense Period shown in the SCHEDULE OF BENEFITS.

In order to determine what are the amounts of Covered Dental Expenses, Educational Benefit Cooperative may ask for X-rays and other diagnostic and evaluative materials. If they are not given to Educational Benefit Cooperative, Educational Benefit Cooperative will determine Covered Dental Expenses on the basis of the information which is available to Educational Benefit Cooperative. This may reduce the amount of benefits which otherwise would have been payable.

3. How the Preferred Dentist Program Works

Free Choice Of A Dentist:

A Covered Person is always free to choose the services of a Dentist who is either:

- a. a Participating Provider; or
- b. a Provider.

Benefits under This Plan will be determined and paid in either case, except that the Covered Person will generally incur less out-of-pocket cost if a Participating Provider is chosen.

C. DENTAL SERVICES WHICH MAY BE COVERED DENTAL EXPENSES

1. Type A Expenses

- a. Oral exams limited to two in every benefit period.
- b. One full mouth X-ray every 12 months.
- c. Additional bitewing X-rays every 12 months.
- d. Cleaning of teeth (oral prophylaxis) limited to two cleanings each benefit period.
- e. Emergency palliative treatment to relieve tooth pain.

2. Type B Expenses

- a. Extractions

- b. Pulp vitality tests, diagnostic casts, and bacteriological studies for determinations of pathological agents limited to once every 12 months.
- c. Initial placement of amalgam or composite fillings.
- d. Replacement of an existing amalgam or composite fillings.
- e. Sedative fillings.
- f. Pulp capping (excluding final restoration) and therapeutic pulpotomy (excluding final restoration).
- g. Periodontal maintenance .
- h. Periodontal surgery, including gingivectomy, gingivoplasty, gingival curettage and osseous surgery.
- i. Periodontal scaling and root .
- j. Home Visits by a Dentist to your home when medically necessary.
- k. Biopsies of Oral Tissue.
- l. Prefabricated stainless steel crown
- m. Repair of removable Dentures.
- n. Repair or re-cementing of Cast Restorations.
- o. Oral surgery except as mentioned elsewhere.
- p. Root canal treatment.
- q. Administration of general anesthesia, when dentally necessary (see NOTICES) as determined by Metropolitan in terms of generally accepted dental standards in connection with oral surgery, extractions, or other covered dental services.
- r. Consultations, but not more than once in a 12 month period.

3. Type C Expenses

- a. Prefabricated resin crown, in either case, only for primary teeth but not more than once in any 5 year period.
- b. Initial installation of Cast Restorations.
Cast Restoration means an inlay, onlay, or crown.
- c. Replacement of any Cast Restorations with the same or a different type of Cast Restoration but not more than one replacement for the same tooth within 5 years.
- d. Initial installation of full or removable Dentures:

- i. when needed to replace congenital missing teeth; or
- ii. when needed to replace natural teeth that are lost while the Covered Person receiving such benefits was covered for Dental Expense Benefits under this certificate.

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

- e. Addition of teeth to a partial removable Denture to replace natural teeth removed while Dental Expense Benefits are in effect for the Covered Person receiving such services.
- f. Replacement of a non-serviceable Denture if such Denture was installed more than 5 years prior to replacement.
- g. Replacement of an immediate, temporary full Denture with a permanent full Denture if the immediate, temporary full Denture cannot be made permanent and such replacement is done within 6 months of the installation of the immediate, temporary full Denture.
- h. Relinings and rebasings of existing removable Dentures if at least 6 months have passed since the installation of the existing removable Denture.
- i. Other removable prosthetic service not described elsewhere.
- j. Other fixed Denture prosthetic service not described elsewhere.
- k. Core buildup, labial veneers and post and cores, but not more than one of each service for a tooth in a period of 5 years.
- l. Adjustments of Dentures, if at least 6 months have passed since the installation of the Denture.

D. EXCLUSIONS - DENTAL SERVICES WHICH ARE NOT COVERED DENTAL EXPENSES

1. Services or supplies received by a Covered Person before the Dental Expense Benefits start for that person.
2. Services not performed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
 - a. scaling and polishing of teeth; or
 - b. fluoride treatments.
3. Cosmetic surgery, treatment or supplies, unless required for the treatment or correction of a congenital defect of a newborn Dependent child.
4. Replacement of a lost, missing or stolen crown, bridge or denture.
5. Services or supplies which are covered by any workers' compensation laws or occupational disease laws.
6. Services or supplies which are covered by any employers' liability laws.
7. Services or supplies which any employer is required by law to furnish in whole or in part.

8. Services or supplies received through a medical department or similar facility which is maintained by the Covered Person's employer.
9. Repair or replacement of an orthodontic appliance.
10. Services or supplies received by a Covered Person for which no charge would have been made in the absence of Dental Expense Benefits for that Covered Person.
11. Services or supplies for which a Covered Person is not required to pay.
12. Services or supplies which are deemed experimental in terms of generally accepted dental standards.
13. Services or supplies received as a result of dental disease, defect or injury due to an act of war, or a warlike act in time of peace, which occurs while the Dental Expense Benefits for the Covered Person are in effect.
14. Adjustment of a denture or a bridgework which is made within 6 months after installation by the same Dentist who installed it.
15. Any duplicate appliance or prosthetic device.
16. Use of material or home health aids to prevent decay, such as toothpaste or fluoride gels, other than the topical application of fluoride.
17. Instruction for oral care such as hygiene or diet.
18. Periodontal splinting.
19. Temporary or provisional restorations.
20. Temporary or provisional appliances.
21. Services or supplies to the extent that benefits are otherwise provided under This Plan or under any other plan which the Employer (or an affiliate) contributes to or sponsors.
22. Implantology.
23. Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.
24. Initial installation of a denture or bridgework to replace one or more natural teeth lost before the Dental Expense Benefits started for the Covered Person.
25. Charges for broken appointments.
26. Charges by the Dentist for completing dental forms.
27. Sterilization supplies.

- 28. Services or supplies furnished by a family member.
- 29. Treatment of temporomandibular joint disorders.
- 30. Surgical removal of complete bony impacted teeth.
- 31. Orthodontia.

E. EXAMPLES OF ALTERNATE BENEFITS

Dental Expense Benefits will be based on the materials and method of treatment which cost the least and which, in our view, meet generally accepted dental standards.

1. Amalgam and Composite Fillings

When an amalgam filling and a composite filling are both professionally acceptable methods for filling a molar, Educational Benefit Cooperative will base the benefit determination upon the amalgam filling which is the less costly service.

2. Inlays, Onlays, Crowns and Gold Foil

If a tooth can be repaired to our satisfaction according to generally accepted dental standards by a less costly method than an inlay, onlay, crown or gold foil, Dental Expense Benefits will be based on the adequate method of repair which costs the least.

3. Crowns, Pontics, and Abutments

Veneer materials may be used for front teeth or bicuspid. However, Dental Expense Benefits will be based on the adequate veneer materials which cost the least.

4. Bridgework and Dentures

Dental Expense Benefits will be based on the adequate method of treating the dental arch which costs the least. In some cases removable dentures may serve as well as fixed bridgework. If dentures are replaced by fixed bridgework, the Dental Expense Benefits will be based on the cost of a replacement denture unless adequate results can only be achieved with fixed bridgework.

These are not the only examples of alternate benefits. To find out how much your Dental Expense Benefits will be, see section F.

F. PRE-DETERMINATION OF BENEFITS

If a dental bill is expected to be \$125 or more, before the Dentist starts the treatment, a Covered Person can find out what Dental Expense Benefits will be paid under This Plan. To do this, the Covered Person should send a claim form to MetLife in which the Dentist tells MetLife:

- 1. the work to be done; and
- 2. what the cost will be.

Educational Benefit Cooperative will then tell the Covered Person what Dental Expense Benefits This Plan will pay. If the Covered Person does not use this method to find out what Dental Expense Benefits This Plan will pay, our decision will be final and binding with regard to what are Covered Dental Expenses and what Dental Expense Benefits This Plan will pay.

This method should not be used for:

1. emergency treatment; or
2. routine oral exams; or
3. X-rays, scaling and polishing, and fluoride treatments; or
4. dental services which cost less than \$125.

G. IMPACT OF GOVERNMENT PLANS ON DENTAL EXPENSE BENEFITS

To the extent that services or supplies, or benefits for them, are available to a Covered Person under a Government Plan, as defined below, they will not be considered for Dental Expense Benefits under This Plan. This provision will apply whether or not the Covered Person is enrolled for all Government Plans for which that Covered Person is eligible.

This provision will not apply to a Government Plan if that Government Plan requires that Dental Expense Benefits under This Plan be paid first.

A "Government Plan" is any plan, program or coverage, other than Medicare:

1. which is established under the laws or the regulations of any government; or
2. in which any government participates other than as an employer.

H. DENTAL EXPENSE COVERAGE AFTER BENEFITS END

No benefits will be payable for Covered Dental Expenses incurred by a Covered Person after the Dental Expense Benefits for that person end. This will apply even if Educational Benefit Cooperative has pre-determined benefits for dental services. However, benefits for Covered Dental Expenses incurred for a Covered Person for the following services will be paid after Dental Expense Benefits end:

1. For a prosthetic device if:
 - a. the Dentist prepared the abutment teeth and made impressions while Dental Expense Benefits for the Covered Person were in effect; and
 - b. the device is installed within 31 days after the date the Dental Expense Benefits end; or
2. For a crown if:
 - a. the Dentist prepared the tooth for the crown while the Dental Expense Benefits for the Covered Person were in effect; and
 - b. the crown is installed within 31 days after the date the Dental Expense Benefits end; or
3. For root canal therapy if:
 - a. the Dentist opened the tooth while the Dental Expense Benefits for the Covered Person were in effect; and
 - b. the treatment is finished within 31 days after the date the Dental Expense Benefits end.

I. PAYMENT OF BENEFITS

Dental Expense Benefits will be paid to:

1. the Dentist, if you have assigned benefits directly to the Dentist; or
2. you, in all other cases.

Educational Benefit Cooperative will pay benefits when Educational Benefit Cooperative receives satisfactory written proof of your claim. Proof must be given to MetLife not later than 90 days after the end of the Dental Expense Period in which the Covered Dental Expenses were incurred. If proof is not given on time, the delay will not cause a claim to be denied or reduced as long as proof is given as soon as possible.

WHEN BENEFITS END

- A. All of your benefits will end on the last day of the month your employment ends. Your employment ends when you cease Active Work as an Employee. However, for the purpose of benefits, the Employer may deem your employment to continue for certain absences. See **CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE**.
- B. If This Plan ends in whole or in part, your benefits which are affected will end.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

**CONDITIONS UNDER WHICH YOUR ACTIVE
WORK IS DEEMED TO CONTINUE**

If you are not Actively at Work as an Employee because of a situation set forth below, the Employer may deem you to be in Active Work as an Employee only for the purpose of continuing your employment and only for the periods specified below in order that certain of your benefits under This Plan may be continued.

All such benefits will be subject to prior cessation as set forth in **WHEN BENEFITS END**.

In any case, the benefits will end on:

1. the date the Employer notifies MetLife that your benefits are not to be continued; or
2. the end of the last period for which the Employer has paid fee to MetLife for administration of your benefits.

Your Sickness or Injury, Your Leave of Absence, Your Lay Off

With respect to all Personal Benefits and all Dependent Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class. However, the period will not be longer than two months following the date the leave of absence or layoff begins.

However, in the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA) or a similar state law, the period cannot be longer than the leave required by the law. If a leave qualifies under more than one such law, the period cannot be longer than the longest leave permitted under any of the laws.

COORDINATION OF BENEFITS

A. Definitions

"Plan" means a plan which provides benefits or services for, or by reason of, dental care and which is:

1. a group dental benefits plan; or
2. a group blanket plan, but not including school accident-type coverages covering students in:
 - a. a grammar school;
 - b. a high school; or
 - c. a college;

for accident only (including athletic injuries) either on a 24 hour basis or on a "to and from school basis"; or

3. a group practice plan; or
4. a group service plan; or
5. a group prepayment plan; or
6. any other plan which covers people as a group; or
7. a governmental program or coverage required or provided by any law, except Medicaid, but including any motor vehicle No Fault coverage which is required by law.

Each agreement for benefits or services will be treated as a separate Plan. Each part of such a Plan which reserves the right to take the benefits or services of other Plans into account to determine its benefits will be treated separately from those parts which do not.

"This Plan" means only those parts of This Plan which provide benefits or services for dental care. The provisions of This Plan which limit benefits based on benefits or services provided under:

1. Government Plans; or
2. Plans which the Employer (or an affiliate) contributes to or sponsors;

will not be affected by these Coordination of Benefits provisions.

"Primary Plan/Secondary Plan" When This Plan is a Primary Plan, it means that This Plan's benefits are determined:

1. before those of the other Plan; and
2. without considering the other Plan's benefits.

When This Plan is a Secondary Plan, it means that This Plan's benefits:

1. are determined after those of the other Plan; and
2. may be reduced because of the other Plan's benefits.

When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more of those other Plans and may be a Secondary Plan as to a different Plan or Plans.

"Allowable Expense" means any reasonable and customary charge which meets all of the following tests:

1. it is a charge for an item of necessary dental expense; and
2. it is an expense which a Covered Person must pay; and
3. it is an expense at least a part of which is covered under at least one of the Plans which covers the person for whom claim is made.

When a Plan provides fixed benefits for specified events or conditions rather than benefits based on expenses, any benefits under that Plan will be deemed to be Allowable Expenses.

When a Plan provides benefits in the form of services rather than cash payment, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid.

However, Allowable Expenses do not include:

- a. expenses for services rendered because of:
 1. an Occupational Sickness; or
 2. an Occupational Injury.
- b. any amount of benefits reduced under a Primary Plan because the Covered Person does not comply with the Plan provisions. Examples of such provisions are those related to:
 1. second surgical opinions;
 2. precertification of admissions or services; and
 3. preferred provider arrangements.

Only benefit reductions based upon provisions similar in purpose to those described in the prior sentence and which are contained in the Primary Plan may be excluded from Allowable Expenses. This provision will not be used by a Secondary Plan to refuse to pay benefits because a Health Maintenance Organization member has elected to have health care services provided by a non-HMO provider and the HMO, pursuant to its contract, is not obliged to pay for providing those services.

"Claim Determination Period" means a period which starts on any January 1 and ends the next December 31. However, a Claim Determination Period for any Covered Person will not include periods of time during which that person is not covered under This Plan.

B. Effect on Benefits

1. When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless:
 - a. the other Plan has rules coordinating its benefits with those of This Plan; and
 - b. both those rules and This Plan's rules in subsection 3 of this Section B require that This Plan's benefits be determined before those of the other Plan.
2. If This Plan is a Secondary Plan, when the total Allowable Expenses incurred for a Covered Person in any Claim Determination Period are less than the sum of:
 - a. the benefits that would be payable under This Plan without applying this Coordination of Benefits provision; and
 - b. the benefits that would be payable under all other Plans without applying Coordination of Benefits or similar provisions;

the benefits described in item 2(a) of this section B will be reduced. The sum of these reduced benefits plus all benefits payable for such Allowable Expenses under all other Plans will not exceed the total of the Allowable Expenses. Benefits payable under all other Plans include all benefits that would be payable if the proper claims had been given on time.

When the benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against the benefit limits of This Plan.

3. Rules for Determining the Order in which Plans Determine Benefits. When more than one Plan covers the person for whom Allowable Expenses were incurred, the order of benefit determination is:
 - a. Non-dependent/Dependent. The Plan which covers that person other than as a dependent (for example, as an employee, member, subscriber or retiree) determines its benefits before the Plan which covers that person as a dependent; except that if the person is also a Medicare beneficiary, and as a result of the rules established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
 - i. Secondary to the Plan covering the person as a dependent; and
 - ii. Primary to the Plan covering the person as other than a dependent (e.g., a retired person);

then the benefits of the Plan covering the person as a dependent are determined before those of the Plan covering that person as other than a dependent.
 - b. Active/Laid-off or Retired Employee. The Plan which covers that person as an active employee is Primary to a Plan which covers that person as a laid-off or retired employee. If the Plan which covers that person has not adopted this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule shall not apply.

- c. Continuation Coverage. The Plan which covers the person as an active employee, member or subscriber (or as that employee's dependent) is Primary to a Plan which covers that person under a right of continuation pursuant to federal law (e.g., COBRA) or state law. If the Plan which covers that person has not adopted this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule d. shall not apply.
- d. Longer/Shorter Time Covered. If none of the above rules determines the order of benefits, the Plan which has covered the Employee for the longer time determines its benefits before the Plan which covered that person for the shorter time.

C. Right to Receive and Release Needed Information

Certain facts are needed to apply these Coordination of Benefits rules. Educational Benefit Cooperative has the right to decide which facts Educational Benefit Cooperative needs. Educational Benefit Cooperative may get facts from or give them to any other organization or person. Educational Benefit Cooperative needs not tell, nor get the consent of, any person or organization to do this. To obtain all benefits available, a claim should be filed under each Plan which covers the person for whom Allowable Expenses were incurred. Each person claiming benefits under This Plan must give Educational Benefit Cooperative any facts it needs to pay the claim.

D. Facility of Payment

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, Educational Benefit Cooperative may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. Educational Benefit Cooperative will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

E. Right of Recovery

If the amount of the payments made by Educational Benefit Cooperative is more than Educational Benefit Cooperative should have paid under this Coordination of Benefits provision, Educational Benefit Cooperative may recover the excess from one or more of:

1. the persons Educational Benefit Cooperative have paid or for whom Educational Benefit Cooperative have paid;
2. insurance companies; or
3. other organizations.

The "amount of the payment made" includes the reasonable cash value of any benefits provided in the form of services.

NOTICES

This certificate is of value to you. It should be kept in a safe place.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

The fact that a Dentist may recommend that a Covered Person receive a dental service does not mean:

1. that the dental service will be deemed to be necessary; or
2. that benefits under This Plan will be paid for the expenses of the dental service.

Metropolitan will make the decision as to whether the dental service:

1. is necessary in terms of generally accepted dental standards; and
2. is qualified for benefits under This Plan.

Our Home Office is located at One Madison Avenue, New York, New York 10010.

THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION.

NOTICE OF YOUR RIGHT AND YOUR DEPENDENTS' RIGHT TO CONTINUE DENTAL BENEFITS

When your employment terminates for any reason other than your gross misconduct, or if your hours worked are reduced so that your coverage terminates, you and your covered dependents may continue coverage under This Plan for a period of up to 18 months. However, if it is determined under the terms of the Social Security Act that you or your covered dependent is disabled within 60 days after your termination of employment or reduction of hours, you and your covered dependents may continue your dental coverage under This Plan for an additional 11 months after the expiration of the 18 month period. During the additional 11 months of coverage, your cost for that coverage will be approximately 50% higher than it was during the preceding 18 months. In addition, if you should die, become divorced or legally separated, or become eligible for Medicare, your covered dependents may continue coverage under This Plan for up to 36 months. Also, your covered children may continue coverage under This Plan for up to 36 months after they no longer qualify as covered dependents under the terms of This Plan.

During the continuation period, a child of yours that is (1) born; (2) adopted by you; or (3) placed with you for adoption, will be treated as if the child were a covered dependent at the time coverage was lost due to an event described above.

This continuation will terminate on the earliest of:

1. the end of the 18, 29 or 36 month continuation period, as the case may be;
2. the date of expiration of the last period for which the required payment was made;
3. the date, after a Covered Person elects to continue coverage, that the Covered Person first becomes covered under another group health plan as long as the new plan does not contain any exclusion or limitation with respect to any preexisting condition on the Covered Person;
4. the date This Plan is cancelled.

Notice will be given when you or your covered dependents become entitled to continue coverage under the Plan. You, or they, will then have at least 60 days to elect to continue coverage. However, you or your covered spouse or your covered child must notify the Employer within 60 days in the event you receive a determination of disability under the terms of the Social Security Act, you become divorced or legally separated, or when your dependent child no longer qualifies as a covered dependent under This Plan.

Any person who elects to continue coverage under the Plan must pay the full cost of that coverage (including both the share you now pay and the share your Employer now pays), plus any additional amounts permitted by law. Your payments for continued coverage must be made on the first day of each month in advance.
