

**YOUR STUDENT  
BENEFIT PLAN**

**UC BERKELEY**

Student Health Insurance Plan  
University of California, Berkeley  
2222 Bancroft Way  
Berkeley, California 94720

TO OUR PARTICIPANTS:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Benefits are provided through a group policy issued to Regents of the University of California by Metropolitan Life Insurance Company.

Regents of the University of California



Metropolitan Life Insurance Company  
One Madison Avenue, New York, New York 10010-3690

Certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy issued to Regents of the University of California.

The Participant named below is covered for the Personal Benefits on the effective date set forth below.

Robert H. Benmosche  
Chairman, President and Chief Executive Officer

Group Policy Holder: **Regents of the University of California**

Group Policy No.: **104891-1-G**

PLEASE AFFIX THE STICKER  
SHOWING THE PARTICIPANTS  
NAME AND EFFECTIVE DATE  
IN THIS SPACE

**Florida Residents:** The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

**For Maryland residents:** The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

**For West Virginia Residents:** You have the right to return this certificate within ten days of its receipt and to have your

**premium refunded if, after examination of the certificate, you are not satisfied for any reason.**

If any prior certificate relating to the coverage set forth herein has been given to the Student, such certificate is void.

Form G.23000-Cert.

**For Texas Residents:**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

1-800-638-5433

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

1-800-252-3439

You may write the Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax # 512 - 475-1771

**PREMIUM OR CLAIM DISPUTES:**

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

**ATTACH THIS NOTICE TO YOUR CERTIFICATE:** This notice is for information only and does not become a part or condition of the attached document.

**Para Residentes de Texas:**

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-5433

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

**UNA ESTE AVISO A SU CERTIFICADO:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Arkansas residents please be advised of the following:**

**IMPORTANT NOTICE**

**IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:**

**1-800-638-5433**

**IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:**

**ARKANSAS INSURANCE DEPARTMENT  
CONSUMER SERVICES DIVISION  
1200 WEST THIRD  
LITTLE ROCK, ARKANSAS 72201-1904**

**California residents please be advised of the following:**

**IMPORTANT NOTICE**

**TO OBTAIN ADDITIONAL INFORMATION, OR  
TO MAKE A COMPLAINT, CONTACT METLIFE  
AT:**

**METROPOLITAN LIFE INSURANCE  
COMPANY  
1 MADISON AVENUE  
NEW YORK, NY 10010  
ATTN: CORPORATE CONSUMER RELATIONS  
DEPARTMENT  
1-800-638-5433**

**IF, AFTER CONTACTING METLIFE  
REGARDING A COMPLAINT, YOU FEEL THAT  
A SATISFACTORY RESOLUTION HAS NOT  
BEEN REACHED, YOU MAY FILE A  
COMPLAINT WITH THE CALIFORNIA  
INSURANCE DEPARTMENT AT:**

**CALIFORNIA DEPARTMENT OF INSURANCE  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013  
1-800-927-4357 (within California)  
1-213-897-8921 (outside California)**

**Georgia residents please be advised of the following:**

**IMPORTANT NOTICE**

**The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.**

**Utah residents please be advised of the following:**

### **NOTICE TO POLICYHOLDERS**

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

#### **PEOPLE ENTITLED TO COVERAGE**

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

#### **POLICIES COVERED**

- ULHIGA provides coverage for certain life, health and annuity insurance policies.

#### **EXCLUSIONS AND LIMITATIONS**

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.

- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

### **LIMITS ON AMOUNT OF COVERAGE**

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

- \$100,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits — if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).
- Interest rates on some policies may be adjusted downward.

## **DISCLAIMER**

### ***PLEASE READ CAREFULLY:***

. COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.

. COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.

. THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.

. INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.

. THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.

Utah Life and Health Insurance  
Guaranty Association  
955 E. Pioneer Rd.  
Draper, Utah 84114

Utah Insurance Department  
State Office Building, Room 3110  
Salt Lake City, Utah 84114

**Virginia residents please be advised of the following:**

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Metropolitan Life Insurance Company  
1 Madison Avenue  
New York, New York 10010  
Attn: Corporate Customer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Life and Health Division  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23209

1-800-552-7945 - In-state toll-free  
1-804-786-3741 - Out-of-state

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

**Wisconsin residents please be advised of the following:**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Metropolitan Life Insurance Company  
Corporate Consumer Relations Department  
1 Madison Avenue  
New York, NY 10010  
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517 outside of Madison or 266-0103 in Madison.

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**SCHEDULE OF BENEFITS**  
**(Also see SCHEDULE SUPPLEMENT)**

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The following Benefits are provided subject to the provisions below.

**BENEFITS (STUDENTS ONLY)** **AMOUNT**

**DENTAL EXPENSE BENEFITS**

	<u>In-Network</u>	<u>Out-of-Network</u>
<b>ANNUAL DEDUCTIBLE AMOUNT*</b> (For Type B Expenses)		
Individual.....	\$25	\$25
<b>COVERED PERCENTAGE</b>		
Type A Expenses.....	100%	80%
Type B Expenses.....	80%	60%
<b>MAXIMUMS</b>		
Maximum Benefit* (For One Dental Expense Period) .....		\$1,000*

The Calendarly Deductible and Annual Plan maximum cross accumulate between In-Network and Out-of-Network.

**NOTE(S)**

If a dental bill is expected to be \$300 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.

Form G.23000-B

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### **SCHEDULE SUPPLEMENT**

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#### **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 Us for Overpayment of Benefits**

If we pay Dental Expense Benefits to you for expenses incurred on your own account and it is found that we paid more Dental Expense Benefits to you than we should have paid because:

1. any Student was repaid for all or some of those expenses by a source other than from:
  - a. an insurer under a policy of insurance issued to you in your name; and
  - b. us;

we 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 by us for those expenses; and
2. the amount of Dental Expense Benefits which should have been paid by us for those expenses.

However, at our option, we 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 insurance, 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 us.

Form G.23000-B1

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### DEFINITIONS OF CERTAIN TERMS USED HEREIN

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**"Covered Person"** means a Student 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.

**"Personal Benefits"** mean the benefits which are provided on account of a Student under This Plan.

**"This Plan"** means the Group Policy which is issued by us to provide Student Benefits.

**"Student"** means all registered undergraduate and graduate students of the Berkeley Campus of the University of California, including registered international students, who have not waived enrollment in the student health insurance plan; or

All non-registered "Filing Fee Status" students of the Berkeley Campus who are completing work under the auspices of the University of California but are not attending classes, who have not waived enrollment in the student health insurance plan.

**"We", "us" and "our"** mean Metropolitan.

**"You" and "your"** mean the Student who is a Covered Person for Student Benefits.

Form G.23000-A

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## EFFECTIVE DATES OF STUDENT BENEFITS

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Fall Coverage Period for Student is August 15 through January 14.

Spring Coverage Period for Student is January 15 through August 14.

If you are a late enrollee, your coverage begins on the date of enrollment approved by the University, subject to the payment of the full premium.

UC Berkeley doesn't require written application from covered persons. The Regents will maintain records of all students registered in each academic semester and will enroll all students, other than those who provide proof that they have other health coverage that meets minimum requirements, for coverage under this plan in each academic semester for which they are registered.

Form G.23000-D1

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## DENTAL EXPENSE BENEFITS

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### 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 us 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.

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

Any Covered Dental Expenses you incur for yourself during the last 3 months of a Dental Expense Period which are applied to the Deductible Amount for that Dental Expense Period will also be applied to the Deductible Amount for you for the next Dental Expense Period.

**"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 provided by a Dentist who is a Non-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 us 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 us 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 us 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**

We will pay Dental Expense Benefits if you incur Covered Dental Expenses:

- a. for a Covered Person during a Dental Expense Period; and
- b. 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, 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, we may ask for X-rays and other diagnostic and evaluative materials. If they are not given to us, we will determine Covered Dental Expenses on the basis of the information which is available to us. 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 but not more than twice in a Dental Expense Period.
- b. X-rays:
  - i. full mouth X-rays but not more than once every 60 months; and
  - ii. bitewing X-rays but not more than once every year.
- c. Preventive treatment:
  - i. scaling and polishing of teeth (oral prophylaxis) but not more than twice in a Dental Expense Period.
  - ii. topical fluoride treatment for a Student under the age of 19 years of age but not more than one in a Dental Expense Period.

**2. Type B Expenses**

- a. Amalgam or resin fillings.
- b. Extractions.
- c. Space Maintainers for a Student under 19 years of age.
- d. Root canal treatment, but no more than one time for the same tooth every 24 months.
- e. Treatment of periodontal disease and other diseases of the gums and tissues of the mouth, unless specifically mentioned in this section.
- f. Periodontal scaling and root planing but not more than once per quadrant every 24 months.

- g.** Periodontal surgery, including gingivectomy or gingivoplasty, gingival curettage, osseous surgery, bone replacement graft, and guided tissue regeneration once per quadrant every 36 months.
- h.** Periodontal maintenance where periodontal treatment (such as osseous surgery, gingivectomy, gingivoplasty, or gingival curettage) has been previously performed, but the total of:

  - i.** the number of covered periodontal maintenance treatments; and
  - ii.** the number of covered oral prophylaxes;

will not exceed four treatments in a Dental Expense Period.
- i.** Oral surgery.
- j.** 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.
- k.** Injections of antibiotic drugs.

- I. One application of sealant material for each non-restored molar tooth of a Student under age 16, but not more than once in a 36 month period.
- m. Consultations twice per Dental Expense Period.
- n. Emergency palliative care

**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.
4. 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.
5. Services or supplies for which a Covered Person is not required to pay.
6. Services or supplies which are deemed experimental in terms of generally accepted dental standards.
7. 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.

8. Use of material or home health aids to prevent decay, such as toothpaste or fluoride gels, other than the topical application of fluoride.
9. Instruction for oral care such as hygiene or diet.
10. Periodontal splinting.
11. Temporary or provisional appliances.
12. Services or supplies to the extent that benefits are otherwise provided under This Plan or under any other plan which UC Berkeley (or an affiliate) contributes to or sponsors.
13. Myofunctional therapy or correction of harmful habits.
14. Implantology.
15. Charges for broken appointments.
16. Charges by the Dentist for completing dental forms.
17. Sterilization supplies.
18. Services or supplies furnished by a family member.
19. Major restorative services, such as dentures, bridgework, inlays, onlays or crowns.

20. Orthodontia.
21. Intercollegiate Sports Injuries: Treatment of Injury sustained while participating in, practicing or conditioning for, or traveling in conjunction with, any intercollegiate sport, contest or competition, or any university-sponsored (including intramural) program in the martial arts.
22. Temporomandibular Joint Dysfunction.
23. Replacement of a lost, missing or stolen crown, bridge or denture
24. Services or supplies which any employer is required by law to furnish in whole or in part.
25. Services or supplies received through a medical department or similar facility which is maintained by the covered person's employer.
26. Services or supplies which are covered by any employer's liability laws.

#### **E. 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, we will base our benefit determination upon the amalgam filling which is the less costly service.

## **F. PRE-DETERMINATION OF BENEFITS**

If a dental bill is expected to be \$300 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 us in which the Dentist tells us:

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

We 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 \$300.

## **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 we have pre-determined benefits for dental services.

#### **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.

We will pay benefits when we receive satisfactory written proof of your claim. Proof must be given to us 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.

Form G.23000-13A

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**WHEN BENEFITS END**

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- A.** All of your benefits will end on the last day of the Dental Coverage Period.
- B.** If This Plan ends in whole or in part, your benefits which are affected will end.
- C.** If a Covered Person does not make a payment which is required by UC Berkeley to the cost of any benefits, those benefits will end; they will end on the last day of the period for which a payment required by UC Berkeley was made.

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.

Form G.23000-F

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## COORDINATION OF BENEFITS

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### A. Definitions

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

1. a group insurance 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.

Each policy, contract or other arrangement 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 UC Berkeley (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 on 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. Active/Laid-off or Retired Participant. The Plan which covers that person as an active participant (or as that participant's dependent) is Primary to a Plan which covers that person as a laid-off or retired participant (or as that participant's dependent). 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.
- b. Longer/Shorter Time Covered. If none of the above rules determines the order of benefits, the Plan which has covered the Student 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. We have the right to decide which facts we need. We may get facts from or give them to any other organization or person. We will get the consent of the 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 us any facts we need 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, we 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. We 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 us is more than we should have paid under this Coordination of Benefits provision, we may recover the excess from one or more of:

1. the persons we have paid or for whom we 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.

Form G.23000-N7

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**NOTICES**

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

The insurance evidenced by this certificate is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

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.**

Form G.23000-E

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## **Privacy of Your Medical Information**

**This Plan operates in accordance with regulations under the Health Insurance Portability and Accountability Act as set forth in 45 CFR Parts 160 and 164, and as they may be amended (“HIPAA”), with respect to protected health information (“PHI”) as that term is defined in HIPAA. For purposes of the Plan, PHI generally consists of individually identifiable information about you, including health and demographic information, that relates to your eligibility for dental benefits under the Plan.**

### **I. Permitted Uses and Disclosures of PHI by the Plan and the Plan Sponsor**

The Plan and the Regents of The University of California as sponsor of the Student Dental Benefit plan, “Plan Sponsor”, are permitted to use and disclose PHI for the following purposes, to the extent they are not inconsistent with HIPAA:

- For general plan administration, including policyholder service functions, enrollment and eligibility functions, reporting functions, auditing functions, financial and billing functions, to assist in the administration of a consumer dispute or inquiry, and any other authorized insurance or benefit function.
- As required for computer programming, consulting or other work done in respect to the computer programs or systems utilized by the Plan.
- The Plan and the Regents of the University of California as approved in writing by an authorized administrator of the plan, “Plan Administrator”.
- At the request of an individual, to assist in resolving claims the individual may have with respect to benefits under the Plan.

## **II. Uses and Disclosures of PHI by the Plan and the Plan Sponsor for Required Purposes**

The Plan and Plan Sponsor may use or disclose PHI for the following required purposes:

- Judicial and administrative proceedings, in response to lawfully executed process, such as a court order or subpoena.
- For public health and health oversight activities, and other governmental activities accompanied by lawfully executed process.
- As otherwise may be required by law.

## **III. Sharing of PHI With the Plan Sponsor**

As a condition of the Plan Sponsor receiving PHI from the Plan, the Plan Documents have been amended to incorporate the following provisions, under which the Plan Sponsor agrees to:

- Not use or further disclose PHI other than as permitted or required by the plan documents in Sections I and II above;
- Ensure that any agents or subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor;
- Report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures of which it becomes aware;
- Make PHI available to Plan participants for the purposes of the rights of access and inspection, amendment, and accounting of disclosures as required by HIPAA;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by the Plan with HIPAA;

- If feasible, return or destroy all PHI received from the Plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- Ensure that adequate separation between the Plan and Plan Sponsor is established in accordance with the following requirements:

(A) Employees to be Given Access to PHI: The following employees (or class of employees) of the Plan Sponsor are the only individuals that may access PHI provided by the Plan:

Student Health Insurance Office Staff, University Health Services, UC Berkeley.

(B) Restriction to Plan Administration Functions: The access to and use of PHI by the employees of the Plan Sponsor designated above will be limited to plan administration functions that the Plan Sponsor performs for the Plan.

(C) Mechanism for Resolving issues of Noncompliance: If the Plan Administrator determines that an employee of the Plan Sponsor designated above has acted in noncompliance with the plan document provisions outlined above, then the Plan Administrator shall take or seek to have taken appropriate disciplinary action with respect to that employee, up to and including termination of employment appropriate. The Plan Administrator shall also document the facts of the violation, actions that have been taken to discipline the offending party and the steps taken to prevent future violations.

- Certify to the Plan, prior to the Plan permitting disclosure of PHI to the Plan Sponsor, that the Plan Documents have been amended to incorporate the provisions in this Section III.

#### **IV. Participants Rights**

Participants and their covered dependents will have the rights set forth in the Plan's or its dental insurer's HIPAA Notice of Privacy Practices for Protected Health Information and any other rights and protections required under the HIPAA. The Notice may periodically be revised by the Plan or its dental insurer.

#### **V. Privacy Complaints/Issues**

All complaints or issues raised by Plan participants or their covered dependents in respect to the use of their PHI must be submitted in writing to the Plan Sponsor. Address correspondence to the Privacy Officer, University Health Services, UC Berkeley, 2222 Bancroft Way, Berkeley, CA 94720-4300. A response will be made within 30 days of the receipt of the written complaint. In the event more time is required to resolve any issues this period can be extended to 90 days. The affected participant must receive written notice of the extension and the resolution of their complaint. The Plan Administrator shall have full discretion in resolving the complaint and making any required interpretations and factual determinations. The decision of the Plan Administrator shall be final and be given full deference by all parties.

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## CLAIMS INFORMATION

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### **Procedures for Presenting Claims for Benefits**

All claim forms needed to file for benefits under the group insurance program can be obtained from MetLife or Student Health Insurance Office at UC Berkeley who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, your beneficiary in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

The completed claim form should be sent to MetLife at the address shown on the claim form.

When the claim has been processed, you or, if applicable, your beneficiary will be notified of the benefits paid. If any benefits have been denied, you or, if applicable, your beneficiary will receive a written explanation.

### **Requesting a Review of Claims Denied In Whole or In Part**

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit any data, questions or comments you or, if applicable, your beneficiary deems appropriate.

MetLife will re-evaluate all the information and you or, if applicable, your beneficiary will be informed of the decision in a timely manner.

### **Routine Questions**

If there is any question about a claim payment, an explanation may be requested from MetLife who is usually able to provide the necessary information.



### **FUTURE OF THE PLAN**

It is hoped that the Plan will be continued indefinitely, but Regents of the University of California reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.