## SECURE CARE DENTAL

G R O U P I N S U R A N C E

## **Group Dental Insurance Policy**

www.securecaredental.com



## A member of the American Fidelity Group

2000 North Classen Boulevard, Oklahoma City, Oklahoma 73106 (called "We", "Our" and "Us")

## **GROUP DENTAL INSURANCE POLICY**

Group Policy Number:	$A \lambda$ .
Policyholder:	
Date of Issue:	
Effective Date:	
State of Issue:	

We agree to pay the benefits described in this Policy. We will do so in accordance with and subject to its terms and provisions.

This Policy is issued to the Policyholder. Its issue is based on the statements made in the attached application and payment of the first premium. This Policy takes effect on the group effective date issued by Us. It is governed by the laws of the State of Issue. Future premiums are due as scheduled while this Policy continues in force. It will terminate in accordance with its provisions.

The following are made part of this Policy: the provisions of the attached Certificates; all riders; all endorsements; and all amendments issued on and after the group's effective date.

IN WITNESS WHEREOF American Fidelity Assurance Company has caused this Policy to be executed on the Date of Issue to take effect on the Policy Effective Date.

President

For your protection, Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

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## **PREMIUMS**

## PREMIUM CALCULATIONS AND PAYMENTS

The first premium for this Policy is due on its Date Of Issue. Subsequent premiums are due on or before the same day of the month according to the Premium Frequency. The Premium Frequency is found in each Certificate's Coverage Summary. Premiums are payable on this basis, unless We agree to some other mode of payment. Premiums must be paid to Us at Our Home Office or to Our Third Party Administrator. Premiums are not considered paid until they are received by Us or Our Third Party Administrator.

The payment of any due premium will keep the coverage in force to the next premium due date, subject to the Grace Period provision. We are not responsible for claims incurred by Insureds during any period for which full premiums have not been paid, except as provided in the Grace Period provision.

We reserve the right to change any premium rate as of any due date. In this event, We will give written notice to the Policyholder at least 60 days in advance of any such change.

## **PREMIUM ADJUSTMENTS**

From time to time, adjustments may be required due to additions and deletions. For this reason, We will require a premium statement for any premium to be debited or credited. Any debit or credit remaining at the end of any premium paying period will be debited or credited to the next premium due date.

If there is a clerical error which affects the premium, an adjustment will be made on the next due date after such error is found and reported. Any change which involves the crediting of unearned premium must be reported to Us. We must receive such notice before the end of the premium paying period next following the Year for which such adjustment relates.

## **POLICY PROVISIONS**

### **DEFINITIONS**

Terms used in this Policy are defined in its Certificate.

## **ENTIRE CONTRACT**

The entire contract between the Policyholder and Us is made up of the following:

- This Policy.
- 2. The Policyholder's application.
- 3. Insureds' enrollment forms.
- 4. Specific provisions shown in the Certificate, as issued to Certificate holders.
- 5. Riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.

## **CHANGES TO POLICY**

The Policy or Certificate cannot be changed, and its terms cannot be waived or extended in any way, except by written endorsement or amendment. Such endorsement or amendment must be signed by:

- 1. the Company's President or Secretary; and
- 2. if the endorsement or amendment makes the terms of the Policy more restrictive, an officer of the Policyholder.

Any change so made will be binding on Insureds and on any other person(s) referenced in this Policy.

No agent may change the Policy or Certificate, or waive or extend its provisions.

**INCONTESTABILITY** / **TIME LIMIT ON CERTAIN DEFENSES:** We will rely on statements made by the Policyholder and each Insured employee to be true and complete to the best knowledge and belief of such persons. All such statements are representations (and not warranties), if fraud was not intended. No such statements will be used to void the insurance, reduce benefits, or defend a claim under the Policy unless:

- 1. the statement is in writing; and
- 2. a copy of that statement is given to the Insured employee or, in the event of the Insured employee's death or incapacity, the Insured employee's beneficiary.

The validity of the Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums. Except for fraudulent misstatements in the application or enrollment form, We will not use any statement to void the insurance or deny a claim after insurance has been in force for two years during the Insured employee's lifetime. However, this provision shall not preclude Our assertion, at any time, of defenses based on provisions in the Policy that relate to eligibility for coverage.

### **AGENT**

Neither the Policyholder, nor any Insured will be considered Our agent for any purpose under this Policy.

## OWNERSHIP AND CONTROL OF THE POLICY

The Policyholder owns the Policy. The Policy may be changed or ended by agreement between the Policyholder and Us. This may take place without the consent of, or notice to, any person claiming rights or benefits under the Policy. No change to end insurance will affect any right to receive benefits if such right existed before the date of the change, or the date insurance ended. Any such right will be subject to the terms and conditions of the Policy as they were before such date.

## **CERTIFICATES**

We will furnish to the Policyholder a supply of individual Certificates for delivery to eligible employees enrolling for coverage. The Certificate will describe:

- 1. the insurance benefits; and
- 2. to whom benefits will be paid; and
- 3. any limitations of the Policy; and
- 4. all other essential features of the Policy.

If We issue more than one Certificate to an employee, only the last one issued will be in effect.

### **NEW INSUREDS**

To the group or class originally insured, there will be added from time to time all persons eligible and applying for insurance in such group or class.

#### **RECORDS REQUIRED**

We may require the Policyholder to furnish information necessary to administer the Policy. The Policyholder may delegate such responsibility to one or more parties in interest. We may rely on the information received from these sources.

We may inspect all such records having a bearing on this insurance when and as often as We may reasonably require. Such right of inspection will continue until the later of:

- 1. The Policy's date of termination;
- 2. Final adjustment and settlement of all premiums and claims hereunder.

## MISSTATEMENT OF AGE

If the true age of a person has been misstated, We will correct both benefits and premiums. We will adjust any benefits purchased and premiums payable under the Policy to those for the correct age. We will do so if the amount of insurance would be affected by such misstated age. Any such change will neither continue insurance ended by valid means nor void insurance otherwise valid and in force. We will make any required change in accordance with applicable laws.

## **CLERICAL ERRORS**

Clerical error by the Policyholder or by Us will not make the insurance of an ineligible person valid. It also will not continue insurance which was ended by valid means. Neither the passage of time nor the payment of premiums will make this insurance valid for a person who is not eligible to apply for insurance under the terms of the Policy. If it is found that a person was included incorrectly when the premium was figured for the Policy, the only liability We will have is the proper refund of premiums.

When payments made under the Policy are due to clerical error, We reserve the right to recover such payments paid in error by Us. We have a right to recover from the person receiving such payments an amount equal to the amount We paid.

## **LEGAL ACTIONS**

No legal action may be brought to recover benefits under the Policy:

- I. within 60 days after written proof of loss has been furnished as required; or
- 2. more than three years from the time written proof of loss is required to be furnished.

## **MONIES PAYABLE**

All monies payable by Us as benefits under the Policy are subject to the laws which govern such payment. Such payments will be made by Our Home Office or by an authorized claim office. All monies payable to Us or by Us will be in lawful currency of the United States.

## **NON-PARTICIPATING**

The Policy does not share in any divisible surplus We otherwise may declare. No refund or assessment will be made to the Policyholder or any Insured of any of Our excess or deficit earnings.

## **RENEWAL**

Coverage under this Policy may be renewed by payment of premiums as required by the terms of the Policy. Insurance under this Policy will end with respect to each Insured as of the first of the month for which a premium is in default, if the required premium is not paid by the last day of the Grace Period.

## **POLICY TERMINATION**

The Policy continues in effect from its Effective Date until coverage is terminated. Termination may occur voluntarily or by Us, or automatically. Upon termination, we will refund any unearned premium.

The Policyholder may terminate the Policy voluntarily on any premium due date by giving written notice to Us at least 31 days prior to such date.

### **TERMINATION BY US**

We may terminate the Policy without advance notice only if:

- 1. the number of Insureds under the Policy is less than 10; or
- 2. when part of the premium is paid by the employee; less than 75% of the eligible employees are insured; or
- 3. when part of the premium is paid by the employee; less than 65% of the eligible employees with Dependents are insured for any Dependent dental coverage; or
- 4. when none of the premium is paid by the employee; less than 100% of those employees eligible for coverage are insured.

We may terminate coverage on any premium due date, by giving written notice to the Policyholder at least 60 days prior to such date.

As used in this section, "Certificate holders" will not include anyone whose application is rejected due to unsatisfactory evidence of insurability.

## **AUTOMATIC COVERAGE TERMINATION**

Coverage under this Policy will cease for all Insureds of the Policyholder on the date the Policyholder:

- 1. no longer meets the definition of an eligible Employer; or
- 2. suspends active business operations or is placed in bankruptcy or receivership; or
- 3. dissolves or merges; or
- 4. stops paying premiums as required by this Policy.

With respect to a particular benefit, coverage will cease on the date that portion of the Policy providing such benefit terminates.

## **CONFORMITY TO LAW**

Any provision of this Policy in conflict with the laws to which it is subject is hereby considered amended to conform to the minimum requirements of such laws.



## A member of the American Fidelity Group

2000 North Classen Boulevard, Oklahoma City, Oklahoma 73106

## PREFERRED PROVIDER COVERAGE RIDER

This Rider is issued as part of the Policy and any Certificate to which it is attached. It is subject to all the terms and provisions of the Policy, except as stated below. Nothing contained in this Rider will be held to change, waive or extend any provisions of the Policy except as herein stated. This Rider covers persons who meet Eligibility requirements and who become and remain insured under the Policy. Benefits for each Insured are payable only for Eligible Expenses. In consideration of the payment of any Rider premium, We will provide the coverage described below.

**DEFINITIONS**. The following are in addition to the definitions in the Policy and Certificate.

- 1. **PREFERRED PROVIDER (PP)**: A licensed Dentist who has agreed to accept, as full payment, Your co-payment and the agreed upon payment from Us or Our authorized Third Party Administrator. All services rendered by a Preferred Provider will be payable as shown in the Schedule of Dental Benefits.
- 2. **NON-PREFERRED PROVIDER (NPP)**: A licensed Dentist not rendering services under an agreement to accept, as full payment, Your co-payment and the agreed upon payment from Us or Our authorized Third Party Administrator. All services rendered by a Non-Preferred Provider will be payable as shown in the Schedule of Dental Benefits.
- 3. **PPO**: An organization of Preferred Providers.
- 4. **PPO PLAN DESCRIPTION**: The Benefit Provisions section of this Rider that describes how benefits will be paid for Eligible Expenses incurred for the services of a Preferred Provider. The Policy and Certificate describe how benefits will be paid for Eligible Expenses incurred for the services of a Non-Preferred Provider, except a stated in this Rider.

## **BENEFIT PROVISIONS**

We will pay benefits as shown in the Schedule of Dental Benefits. Benefits are limited to Eligible Expenses incurred by an Insured if:

- 1. Treatment is rendered or care is given by a PP; or
- 2. Materials are furnished in, at or by a PP.

Use of a PP does not guarantee that all expenses will be covered. A list of PP's will be provided to Insureds annually.

An NPP may be used for any of the following reasons. Then Eligible Expenses will be paid at the applicable benefit levels for an NPP.

- 1. For services of a provider who is no longer a PP; or
- 2. When this Rider has terminated; or
- 3. The Insured elects <u>not</u> to use the services or supplies of the PP.
- 4. If Emergency Care is necessary, and either: it is outside the PP contract area; or a PP is not available.
- 5. If a PP refers the Insured Person to a NPP because the PP is unable to render the necessary service.
- 6. If a NPP is on call in the absence of a PP.

This Rider takes effect and expires with the Policy to which it is attached. It is subject to all the terms, conditions, limitations and exclusions of the Policy that are not inconsistent with it. Nothing contained in this Rider will be held to change, waive or extend any provisions of the Policy except as stated in this Rider.

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## **Statement of ERISA Rights**

As a participant under the Policy, You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- (1) Receive Information About Your Plan and Benefits
  - Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
  - Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
  - Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- (2) Continue Group Health Plan Coverage
  - Continue health care coverage for Yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or Your dependents may have to pay for such coverage. Review Your summary plan description and the documents governing the plan on the rules governing Your COBRA continuation coverage rights.
  - During periods of leave approved under the Family and Medical Leave Act (FMLA), for any one of the following reasons: (1) the birth of Your son or daughter, and to care for the newborn child; (2) the placement with You of a child for adoption or foster care, and to care for the newly placed child; (3) to care for Your immediate family member (spouse, child, or parent -- but not a parent "in-law") with a serious health condition; and (4) when You are unable to work because of a serious health condition.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate Your plan, called "fiduciaries" of the plan,

have a duty to do so prudently and in the interest of You and other plan participants and beneficiaries. No one, including Your employer, Your union, or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

## **Enforce Your Rights**

If Your claim for a welfare benefit is declined or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, You may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and to pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If You have a claim for benefits, which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if You are discriminated against for asserting Your rights. You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If You are successful, the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

## **Assistance With Your Questions**

If You have any questions about Your plan, You should contact the Claims Administrator. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the plan administrator. You should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration at 1-800-998-7542, or contact the PWBA field office nearest You. Publications are also available online at www.dol.gov/dol/pwba/.

## HIPAA NOTICE OF PRIVACY PRACTICES Effective Date: 04/14/2003

## 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.

American Fidelity Assurance Company P.O. Box 25523 Oklahoma City, Oklahoma 73125 1-866-55-HIPAA

If you have any questions about this notice, please contact the person listed under "Whom to Contact" at the end of this notice.

### **SUMMARY**

In order to provide you with benefits, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides that if American Fidelity Assurance Company receives personal information about your health, from you, your physicians, hospitals, and others who provide you with health care services we are required to keep this information confidential. This notice of our privacy practices is intended to inform you of the ways we may use your information and the occasions on which we may disclose this information to others.

## KINDS OF INFORMATION TO WHICH THIS NOTICE APPLIES

This notice applies to individually identifiable protected health information that is created or received by us and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual, or for which there is a reasonable basis to believe the information can be used to identify the individual (hereinafter referred to as "protected health information").

## POLICIES AND/OR RIDERS AFFECTED BY THIS NOTICE

The following policies and/or riders and any combination thereof, provided by American Fidelity Assurance Company are subject to the privacy policies and procedures set forth in this notice: cancer insurance; medical expense insurance; health indemnity insurance; hospital indemnity insurance; dental insurance; long term care insurance; flexible health spending accounts; Medicare supplement insurance, vision insurance; medical expense reimbursement plans; and any other coverages offered by us that meet the definition of a health plan contained in the HIPAA Privacy Rule.

The following policies and/or riders, and any combination thereof, provided by American Fidelity Assurance Company, and other coverages that do not meet the definition of a health plan contained in the HIPAA Privacy Rule are not covered under this notice: disability income insurance; accident only insurance; accidental death and dismemberment insurance; life insurance; annuity plans; Roth individual retirement accounts; simplified employee pension plans; and excess loss coverage on Self-Funded Health Plans.

## WHO MUST ABIDE BY THIS NOTICE

All employees, staff, students, volunteers and other personnel whose work involves one of the products covered under this notice and who are under the direct control of American Fidelity Assurance Company must abide by this notice. The people and organizations to which this notice applies (referred to as "we," "our," and "us") have agreed to abide by its terms. We may share information with each other for purposes of payment and operations activities as described below.

## **OUR LEGAL DUTIES**

- We are required by law to maintain the privacy of your protected health information.
- We are required to provide this notice of our privacy practices and legal duties regarding protected health information to anyone who asks for it.
- We are required to abide by the terms of the notice that is currently in effect.

## **OUR RIGHT TO CHANGE THIS NOTICE**

We reserve the right to change our privacy practices, as described in this notice, at any time. We reserve the right to apply these changes to any protected health information, which we already have, as well as to protected health information we receive in the future. Before we make any material change in the privacy practices described in this notice, we will write a new notice that includes the change. The new notice will include an effective date. We will mail the new notice to all named insured then covered by a product subject to the notice within 60 days of the effective date.

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#### HOW WE MAY USE OR DISCLOSE YOUR PROTECTED HEALTH INFORMATION.

We may use your protected health information, or disclose it to others, for a number of different reasons. This notice describes these reasons. For each reason, we have written a brief explanation. We also provide some examples. These examples do not include all of the specific ways we may use or disclose your information. But any time we use your information, or disclose it to someone else, it will fit one of the reasons listed here.

- 1. **Payment.** We will use your protected health information, and disclose it to others, as necessary to make payment for the health care services you receive. For instance, an employee in our claim-processing department may use your protected health information to pay your claims. We will also send you information about claims we pay and claims we do not pay (called an "explanation of benefits"). The explanation of benefits will include information about claims we receive for the insured and each dependent who is enrolled together under a single contract or identification number. Under certain circumstances, you may receive this information confidentially: see the "Confidential Communication" section in this notice. We may also disclose some of your protected health information to companies with whom we contract for payment-related services. For instance, if you owe us money, we may give information about you to a collection company with whom we contract to collect bills for us. We will not use or disclose more information for payment purposes than is necessary.
- 2. **Health Care Operations.** We may use and disclose your protected health information for activities that are necessary to operate this organization. This includes reading your protected health information to review the performance of our staff. We may also use your information and the information of other members to plan what services we need to provide, expand, or reduce. We may disclose your protected your protected health information as necessary to others with whom we contract to provide administrative services. This includes our lawyers, auditors, accreditation services, and consultants for instance.
- 3. **Legal Requirement to Disclose Information.** We may use or disclose your information when we are required by law to do so. This includes reporting information to government agencies that have the legal responsibility to monitor the health care system. For instance, we may be required to disclose your protected health information, and the information of others, if we are audited by the state insurance department. We will also disclose your protected health information when we are required to do so by a court order or other judicial or administrative process.
- 4. **Public Health Activities.** We will disclose your protected health information when required to do so for public health purposes. This includes reporting certain diseases, births, deaths, and reactions to certain medications. It also includes reporting certain information regarding products and activities regulated by the federal Food and Drug Administration. It may also include notifying people who have been exposed to a disease.
- 5. **To Report Abuse.** We may disclose your protected health information when the information relates to a victim of abuse, neglect or domestic violence. We will make this report only in accordance with laws that require or allow such reporting, or with your permission.
- 6. **Government Oversight.** We may disclose your protected health information if authorized by law to a government oversight agency (e.g., a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- 7. **Judicial or Administrative Proceedings.** We may disclose your protected health information in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- 8. **Law Enforcement.** We may disclose your protected health information for law enforcement purposes. This includes providing information to help locate a suspect, fugitive, material witness or missing person, or in connection with suspected criminal activity. We must also disclose your protected health information to a federal agency investigating our compliance with federal privacy regulations.
- 9. **Coroners.** We may disclose your protected health information to coroners, medical examiners, and/or funeral directors consistent with the law.
- 10. **Organ Donation.** We may use or disclose your protected health information for cadaveric organ, eye or tissue donation.
- 11. **Workers' Compensation.** We may disclose your protected health information to worker's compensation agencies if necessary for your worker's compensation benefit determination.
- 12. **Limited Data Sets.** We may use or disclose, under certain circumstances, limited amounts of your protected health information that is contained in limited data sets.
- 13. **Research.** We may disclose your protected health information for research purposes, but only as permitted by law.

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- 14. **Specialized Purposes.** We may disclose the protected health information of members of the armed forces as authorized by military command authorities. We may disclose your protected health information for a number of other specialized purposes. We will only disclose as much information as is necessary for the purpose. For instance, we may disclose your protected health information for national security, intelligence, and protection of the president.
- 15. **To Avert a Serious Threat.** We may use or disclose your protected health if we decide that the disclosure is necessary to prevent serious harm to the public or to an individual. The disclosure will only be made to someone who is able to prevent or reduce the threat.
- 16. **Family and Friends.** We may disclose your protected health information to a member of your family or to someone else that is involved in your medical care or payment for care. This may include telling a family member about the status of a claim, or what benefits you may be eligible to receive. In the event of a disaster, we may provide information about you to a disaster relief organization so they can notify your family of your condition and location. We will not disclose your information to family or friends if you object.
- 17. **Health Benefits Information.** If your employer sponsors your enrollment in American Fidelity's health plan, your protected information may be disclosed to your employer, as necessary for the administration of your employer's health benefit program for employees. Employers may receive this information only for purposes of administering their employee group health plans, and must have special rules to prevent the misuse of your information for other purposes.
- 18. **Products and Services.** We may contact you to provide information about other health-related products and services that may be of interest to you. For example, we may use and disclose your protected health information for the purpose of communicating to you about our health insurance products that could enhance or substitute for existing health plan coverage, and about health-related products and services that may add value to your existing health plan.

## **MORE STRINGENT LAW**

In the event applicable law, other than the HIPAA Privacy Rule, prohibits or materially limits our uses and disclosures of protected health information, as set forth above, we will restrict our uses or disclosure of your protected health information in accordance with the more stringent standard.

- 1. **Authorization.** We may use or disclose your protected health information for any purpose that is listed in this notice without your written authorization. We will not use or disclose your protected health information for any other reason without your written authorization. If you authorize us to use or disclose your protected health information, you have the right to revoke the authorization at any time. For information about how to authorize us to use or disclose your protected health information, or about how to revoke an authorization, contact the person listed under "Whom to Contact" at the end of this notice. You may not revoke an authorization for us to use and disclose your information to the extent that we have taken action in reliance on the authorization or if the authorization was obtained as a condition of obtaining insurance, and we have the right, under other law, to contest a claim under the policy or the policy itself.
- 2. Request Restrictions. You have the right to request restrictions on certain of our uses and disclosures of your protected health information for insurance payment or health care operations, disclosures made to persons involved in your care, and disclosures for disaster relief purposes. For example, you may request that we not disclose your protected health information to your spouse. Your request must describe in detail the restriction you are requesting. We will consider your request. But we are not required to agree. We cannot agree to restrict disclosures that are required by law.
- 3. **Confidential Communication.** If you believe that the disclosure of certain information could endanger you, you have the right to ask us to communicate with you at a special address or by a special means. For example, you may ask us to send explanations of benefits that contain your protected health information to a different address rather than to your home. Or you may ask us to speak to you personally on the telephone rather than sending your protected health information by mail. We will agree to any reasonable request. Requests for confidential communications must be in writing, it must state that the disclosure of the protected health information could endanger you, it must be signed by you or your representative, and sent to us at the address under "Whom to Contact" at the end of this notice.

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- 4. **Inspect and Receive a Copy of Protected Health Information.** You have a right to inspect certain protected health information about you that we have in our records, and to receive a copy of it. This right is limited to information about you that is kept in records that are used to make decisions about you. For instance, this includes claim and enrollment records. If you want to review or receive a copy of these records, you must make the request in writing, you must state that you are requesting access to your protected health information and either you or your representative must sign the request. We may charge a fee for the cost of copying and mailing the records. To ask to inspect your records, or receive a copy, contact us at the address under "Whom to Contact" at the end of this notice. We may deny you access to certain information. If we do, we will give you the reason, in writing. We will also explain how you may appeal the decision.
- 5. **Amend Protected Health Information.** You have the right to ask us to amend protected health information about you, which you believe is not correct, or not complete. If you want to request that we amend your protected health information you must make this request in writing, it must be signed by either you or your representative, and give us the reason you believe the information is not correct or complete. Your request to amend your information must be sent to the address under "Whom to Contact" at the end of this notice. We may deny your request if we did not create the information, if it is not part of the records we use to make decisions about you, if the information is something you would not be permitted to inspect or copy, or if it is complete and accurate.
- 6. **Accounting of Disclosures.** You have a right to receive an accounting of certain disclosures of your information to others. This accounting will list the times we have given your protected health information to others. The list will include dates of the disclosures, the names of the people or organizations to whom the information was disclosed, a description of the information, and the reason. We will provide the first list of disclosures you request at no charge. We may charge you for any additional lists you request during the next 12 months. You must tell us the time period you want the list to cover. To be considered, your accounting requests must be in writing, signed by you or your representative and sent to the address under "Whom to Contact" at the end of this notice.
- 7. **Paper Copy of this Privacy Notice.** You have a right to receive a paper copy of this notice. If you have received this notice electronically, you may receive a paper copy by contacting the person listed under "Whom to Contact" at the end of this notice.
- 8. **Complaints.** You have a right to complain about our privacy practices, if you think your privacy has been violated. You may file a complaint with the person listed under "Whom to Contact" at the end of this notice. You may also file a complaint directly with the Secretary of the U.S. Department of Health and Human Services. All complaints must be in writing, must describe the situation giving rise to the complaint and must be filed within 180 days of the date you know, or should have known, of the event giving rise to the complaint. You will not be subject to any retaliation for filing a complaint.

## WHOM TO CONTACT

Contact the person listed below:

- For more information about this notice; or
- For more information about our privacy policies; or
- · If you want to exercise any of your rights, as listed in this notice; or
- If you want to request a copy of our current notice of privacy practices.

Privacy Official P.O. Box 25523 Oklahoma City, Oklahoma 73125 1-866-55-HIPAA

Copies of this notice are also available by sending an e-mail to: Hipaa@af-group.com. This notice is also available on our Web site: www.afadvantage.com.

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# American Fidelity Group<sup>®</sup> Notice of Privacy Policy and Insurance Information Practices

Information Only-No Action Required

## **Customer Information**

The American Fidelity Group<sup>®</sup> affiliates have a long and distinguished history in the insurance and financial services industry. We understand the importance of protecting your privacy. In this notice, all references to "we" are meant to include all affiliate companies in the American Fidelity Group<sup>®</sup> including American Fidelity Assurance Company, American Public Life Insurance Company, and North American Insurance Agency, Inc. Since we are insurance and financial services providers, we may collect and receive certain nonpublic personal financial and medical information from customers and other entities on a daily basis. Our handling and protection of nonpublic personal financial and medical information is governed by a wide range of state and federal laws and regulations.

Information you provide to us is afforded the same protection whether we receive it from you in writing, by telephone, in conversation with one of our representatives, or via the Internet.

As a matter of policy, we will only disclose your nonpublic personal financial or medical information to other entities as permitted or required by law.

## **Confidentiality and Security**

We maintain appropriate physical, electronic and procedural safeguards to maintain the confidentiality and security of your nonpublic personal information. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

Physical and electronic files are kept in secure areas. We educate our employees about the importance of confidentiality and customer privacy. We also enforce employee privacy responsibilities.

## Information Collected

The information we collect varies depending on the types of products or services you request and may include:

- Information you provide to us in the application process including such things as your name, address, age, marital status, Social Security Number, annual income, and other financial information.
- Information about your transactions with us, our affiliates, or others such as additional products or services purchased, etc.
- Information provided by your employer, group plan sponsor, or association for any group product you may have.
- Information from consumer reporting agencies, such as credit relationships and history.
- Information from other sources outside the American Fidelity Group<sup>®</sup> such as medical information, motor vehicle reports, etc.
- Information from visitors to American Fidelity's Nonpublic OnLine Service Center Web Site.

## Categories of Parties to Whom We May Disclose Information

As a corporate policy, we do not share your nonpublic personal financial or health information with any nonaffiliated third parties, or among our affiliated American Fidelity Group® companies for marketing purposes. We will not share account numbers or policy numbers with nonaffiliated third parties for use in telemarketing, direct mail, or e-mail marketing. We will only disclose nonpublic personal information about you to certain nonaffiliated third parties, which perform necessary services connected with the administration of our business, or as otherwise permitted or required by law. These nonaffiliated third parties will not receive access to your information without first agreeing in writing to maintain its confidentiality. Additionally, these entities will not be authorized to use your information for any purpose other than that authorized by us and allowed by law.

These nonaffiliated third parties may include other financial institutions, including insurance companies and other service-related entities contractually engaged by any of our affiliated companies to provide administrative, operational, marketing, underwriting or other business-related services for us, regarding our products and services, only.

In addition, we will not share medical information or motor vehicle reports for marketing purposes.

Many employers or other plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services, such as qualified Section 125 or Section 401(k) plans. In our business dealings with associations, we always honor these restrictions. If you have a relationship with us as a result of products or services provided through an employer or other plan sponsor, we will abide by the specific privacy rules imposed by that organization.

None of our affiliates share consumer report-type information protected by the Fair Credit Reporting Act (i.e., information you provide to the affiliate or that such affiliate receives from consumer reporting agencies which is used to determine your eligibility for that affiliate's financial and insurance products) with our other affiliates, or any nonaffiliated third parties, except as permitted or required by law.

If we receive any nonpublic personal financial information about you from any affiliated or nonaffiliated financial institutions, including other insurance companies, we will protect that information utilizing the same principles as outlined in this Privacy Notice, or as otherwise provided by state and federal privacy laws.

Should any of your policies with us terminate, and/or should you become a former customer, we will not disclose any nonpublic personal financial or medical information about you to any nonaffiliated third parties or affiliated American Fidelity Group<sup>®</sup> companies.

## **Account Information**

We will continue to provide you with important information about your existing accounts, including inserts enclosed with your account statements and other notices regarding the American Fidelity Group<sup>®</sup> products that you own. You may also receive communications from your account representative, agent or broker.

We are mailing this privacy policy to the address to which we send your product or account information. Please notify us promptly if you have a change of address so that we can update our records and continue to provide you with the outstanding service you deserve.

## **Accuracy of Your Information That We Possess**

We strive to maintain the accuracy of your information. In order to help us maintain accuracy, you have the right to reasonably access your information. If you believe any of your information in our possession is inaccurate you may request that we amend or delete the information that you believe to be erroneous. If we concur with your conclusion we will amend or delete the information in question.

## **Our Commitment to You**

Each year we will send you a copy of our current Notice of Privacy Policy and Insurance Information Practices. We reserve the right to change our Privacy Policy and Insurance Information Practices. If we make any material changes to our policies or practices we will provide you with a copy of a revised notice.

## Affiliated American Fidelity Group® Companies

This notice is being provided on behalf of the following American Fidelity Group® affiliates:

Agar Insurance Agency, Inc.

American Fidelity Corporation

American Public Life Insurance Company

American Fidelity Assurance Company

American Fidelity General Agency, Inc.

American Fidelity General Agency of Alabama, Inc.

American Fidelity Limited Agency, Inc.

American Fidelity Property Co.

American Fidelity Securities, Inc.

American Mortgage and Investment Co.

Balliet's, L.L.C.

CELP Limited Agency, Inc.

DentaCare Marketing & Administration, Inc.

First Financial Securities of America, Inc.

N.A.I.A. Insurance Agency, Inc.

N.A.I.A. of Louisiana, Inc.

North American Insurance Agency, Inc.

North American Insurance Agency of Colorado, Inc.

North American Insurance Agency of New Mexico, Inc.

North American Insurance Agency of Tulsa, Inc.

North American Insurance Ltd. Agency, Inc.

Security General Life Insurance Co.



Your Financial Security Network

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# SECURE CARE DENTAL GROUP INSURANCE

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