

Terms, Conditions and Disclosures

This plan is not insurance. This is your agreement as Cardholder with Gallagher Affinity Insurance Services, Inc. (a “discount plan organization,” “DPO”). It is effective on the date of acceptance of Cardholder’s application for enrollment in the SML Dental Discount (“Program”) and for the period of your plan.

DPO shall provide Cardholder with a listing of participating providers. Cardholder shall excuse DPO from any liability for errors in such listings. Providers are subject to change without notice. Cardholder is responsible for choice of provider, verification that the provider is a current participant and for payment for goods and services. No portion of any provider’s fee will be reimbursed or otherwise paid by DPO. Cardholder is solely responsible for payment. Savings are based on the provider’s usual fees or on national or regional fees for the service or product. Actual savings will vary depending upon your location and the specific products or services purchased. Providers may offer certain products or services to the general public at prices lower than the Program price. In that event, members will always be charged the lower price. **This is a discount program and not insurance.** Program discounts cannot be used in conjunction with any other network based program.

Participating providers are solely responsible for the quality of service or product purchased by Cardholder and DPO disclaims any liability with respect to such matters. DPO reserves the right to modify any benefits, including provider networks, included in Your Program. If your state requires that we notify you of changes to your benefits, DPO will do so.

Payment of membership fee is made by the billing source authorized by you in accordance with the payment terms to which you agreed. DPO reserves the right to increase or decrease the membership fee for each renewal membership term effective upon renewal of your membership. To change your method of payment, call the customer service number shown on the membership I.D. card. Membership is not transferable. For individual memberships, only you may use the membership. If you have an individual plus one membership, only you plus one other individual may use the membership. For family memberships, only you and anyone living in your household may use the membership. Should a single member wish to add family members on a family plan, call the customer service number shown on the membership I.D. Card.

General Complaint Procedure. Complaints of any nature may be filed with Gallagher Affinity Insurance Services, Inc. the discount plan organization at 2850 W. Golf Road, Rolling Meadows, IL 60008. Complaints will be acknowledged in writing within 5 business days and will be resolved in writing to you within 30 calendar days. Should you remain dissatisfied with the results from your complaint with the discount plan organization, you may contact the Commissioner of Insurance, Division of Insurance, the insurance department, or other agency which regulates this product in your state. Contact us at 1-866-215-1376 to obtain state complaint contact information.

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Termination and Cancellation. You may terminate this at any time by logging in to ubamembers.com and submitting a cancellation request on the Contact Us page, calling us at the 866-438-4274, or you may notify us in writing at Member Services, 409 W Vickery Blvd, Fort Worth, TX 76104. Your cancellation will be effective promptly upon the receipt of your cancellation notice and you will no longer be billed for your membership. DPO reserves the right to terminate your membership at any time for any reason.

All Members: You have the right to cancel this plan within 30 days after the effective date for a full refund of fees paid.

Annual Members Only: After the first 30 days, if a membership is canceled by You or DPO for any reason other than nonpayment of fees, You are eligible for a pro-rata refund of membership fees.

Governing Law and Arbitration. This agreement and its interpretation and enforcement shall be governed and controlled by the laws of the State of Illinois. Any dispute arising from or related to this agreement shall be resolved by binding, non-appealable private arbitration conducted in accordance with the Rules of American Arbitration Association in Chicago, Illinois, unless required by a member's individual state laws to resolve in a different location. This provision shall survive the termination of this agreement and its interpretation shall be subject to the Federal Arbitration Act.

Governing Law and Arbitration for Montana and Oklahoma Residents. Your membership is governed and controlled by the laws of your state. Any dispute arising from or related to Your membership shall be resolved by a voluntary private arbitration conducted in accordance with the Rules of the American Arbitration Association in your state. This provision shall survive the termination of Your membership and shall be subject to the Federal Arbitration Act.

South Dakota Residents. If you cancel the program you are not obligated to make further payments for the program, nor are you entitled to any program benefits for any period of time after the last month for which payment has been made.

Disclosure. **This plan is NOT insurance.** This is not a qualified health plan under the Affordable Care Act (ACA). Some services may be covered by a qualified health plan under the ACA. This plan does not meet the minimum creditable coverage requirements under M.G.L.c. 111M and 956 CMR 5.00. This is not a Medicare prescription drug plan. Discounts on hospital services are not available in Maryland. The plan provides discounts at participating providers for services. The plan does not make payments directly to providers. The plan member is obligated to pay for all services but will receive a discount from participating providers. The range of discounts will vary depending on the type of provider and services. The Discount Plan Organization is Gallagher Affinity Insurance Services, Inc., at 2850 W. Golf Road, Rolling Meadows, IL 60008, 1-866-215-1376. To view a list of participating providers visit www.findbestbenefits.com and enter promo code 725324. **You have the right to cancel this plan within 30 days of the effective date for a full refund of fees paid. Such refunds are issued within 30 days of request.**



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