# S Guardian<sup>-</sup>

# **Summary of Benefits**

# Dental Benefit Summary

| Group ID:       | 00025685                                | Coverage Type: | Voluntary                |  |
|-----------------|---|----------------|--------------------------|--|
| Group Name:     | CITY OF TALLAHASSEE                     | Class:         | 0001 ALL ELIGIBLE ACTIVE |  |
| Waiting Period: | 1st of the month following date of hire |                | EMPLOYEES                |  |
|                 |   | As of Date:    | 03/20/2024               |  |

#### **Plan Information**

Your dental networks are: DentalGuard Preferred

#### **Coverage Information**

|                                | PLAN A   |                              | PLAN B   |                              | PLAN C   |                              |
|--------------------------------|--|------------------------------|--|------------------------------|--|------------------------------|
| What's the most cost-effective | You may go to any dentist, however those who belong to the |                              | You may go to any dentist, however those who belong to the |                              | You may go to any dentist, however those who belong to the |                              |
| way to use dental insurance?   | DentalGuard Preferred Gold and DentalGuard                 |                              | DentalGuard Preferred Gold and DentalGuard                 |                              | DentalGuard Preferred Gold and DentalGuard                 |                              |
| -                              | Preferred Silver will be most cost effective.              |                              | Preferred Silver will be most cost effective.              |                              | Preferred Silver will be most cost effective.              |                              |
|                                | TIER 1   | TIER 2                       | TIER 1   | TIER 2                       | TIER 1   | TIER 2                       |
| Calendar year deductible       | \$50, Once the annual                                      | \$100, Once the annual       | \$25, Once the annual                                      | \$50, Once the annual        | \$25, Once the annual                                      | \$50, Once the annual        |
|                                | deductible is met by each of                               | deductible is met by each of | deductible is met by each of                               | deductible is met by each of | deductible is met by each of                               | deductible is met by each of |
|                                | three family members, no                                   | three family members, no     | three family members, no                                   | three family members, no     | three family members, no                                   | three family members, no     |
|                                | further deductibles apply.                                 | further deductibles apply.   | further deductibles apply.                                 | further deductibles apply.   | further deductibles apply.                                 | further deductibles apply.   |
| Preventive                     | Waived   | Not Waived                   | Waived   | Waived                       | Waived   | Waived                       |
| Basic                          | Not Waived   | Not Waived                   | Not Waived   | Not Waived                   | Not Waived   | Not Waived                   |
| Major                          | Not Waived   | Not Waived                   | Not Waived   | Not Waived                   | Not Waived   | Not Waived                   |
| Calendar Year Maximum Benefit  | The amount shown in the Tier                               | \$1,000                      | The amount shown in the Tier                               | \$2,000                      | The amount shown in the Tier                               | \$1,500                      |
|                                | 2 column is your combined                                  |                              | 2 column is your combined                                  |                              | 2 column is your combined                                  |                              |

|   | PLA  | NA  | PLA   | NB   | PLA  | NC   |  |
|---|--|---|---|--|--|--|--|
| What's the most cost-effective  | You may go to any dentist, how                                   | vever those who belong to the                                       | You may go to any dentist, how  | vever those who belong to the  | You may go to any dentist, how                                   | vever those who belong to the  |  |
| way to use dental insurance?  | DentalGuard Preferred Gold and DentalGuard                       |   | DentalGuard Preferred   | DentalGuard Preferred Gold and DentalGuard                                     |  | DentalGuard Preferred Gold and DentalGuard                                     |  |
|   | Preferred Silver will  | be most cost effective.   | Preferred Silver will   | be most cost effective.  | Preferred Silver will  | be most cost effective.  |  |
|   | TIER 1   | TIER 2  | TIER 1  | TIER 2   | TIER 1   | TIER 2   |  |
|   | Calendar Year maximum for<br>both Tier 1 and Tier 2<br>services. |   | Calendar Year maximum for<br>both Tier 1 and Tier 2<br>services.  |  | Calendar Year maximum for<br>both Tier 1 and Tier 2<br>services. |  |  |
| Lifetime Orthodontia Maximum  | Not Available  | Not Available   | The amount shown in the Tier<br>2 field is your combined<br>Lifetime Orthodontia Maximum<br>for both Tier 1 and Tier 2<br>services. | \$1,800  | \$1,800  | \$1,500  |  |
| Maximum rollover  | Yes  | Yes   | Yes   | Yes  | Yes  | Yes  |  |
| Monthly Switch  | Not Available  | Not Available   | Not Available   | Not Available  | Not Available  | Not Available  |  |
|   | How much does the plan pay?                                      | How much does the plan<br>pay?(as a percentage of fee<br>schedule.) | How much does the plan pay?   | How much does the plan<br>pay?(as a percentage of<br>Reasonable and Customary) | How much does the plan pay?                                      | How much does the plan<br>pay?(as a percentage of<br>Reasonable and Customary) |  |
| Office Visit Co-pay (one office visit<br>may cover multiple services) | None   | None  | None  | None   | None   | None   |  |
| Preventive Care:  | 100%   | 70%   | 100%  | 100%   | 100%   | 80%  |  |
| Bitewing X-Rays   | 100%   | 70%   | 100%  | 100%   | 100%   | 80%  |  |
| Full Mouth X-Rays   | 100%   | 70%   | 100%  | 100%   | 100%   | 80%  |  |
| Cleaning  | 100%   | 70%   | 100%  | 100%   | 100%   | 80%  |  |
| Oral Exams  | 100%   | 70%   | 100%  | 100%   | 100%   | 80%  |  |
| Sealants (per tooth)  | 100%   | 70%   | 100%  | 100%   | 100%   | 80%  |  |
| Basic Care:   | 50%  | 40%   | 90%   | 80%  | 80%  | 60%  |  |
| Fillings (one surface)  | 50%  | 40%   | 90%   | 80%  | 80%  | 60%  |  |
| General Anesthesia <sup>1</sup>                                       | 50%  | 40%   | 90%   | 80%  | 80%  | 60%  |  |
| Scaling & Root Planing (per quadrant)                                 | 50%  | 40%   | 90%   | 80%  | 80%  | 60%  |  |
| Simple Extractions  | 50%  | 40%   | 90%   | 80%  | 80%  | 60%  |  |
| Major Care:   | 35%  | 35%   | 60%   | 50%  | 60%  | 50%  |  |
| Dentures  | 35%  | 35%   | 60%   | 50%  | 60%  | 50%  |  |
| Single Crowns   | 35%  | 35%   | 60%   | 50%  | 60%  | 50%  |  |
| Orthodontia   | Not Available  | Not Available   | 50%   | 50%  | 50%  | 50%  |  |
|   |  |   |   |  |  |  |  |

#### **General Exclusions**

Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred PPO plans:

This policy provides dental insurance only. Coverage is limited to charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury.

#### Deductibles apply.

The plan does not pay for:

- Oral hygiene services (except as covered under preventive services),
- Orthodontia (unless expressly provided for),
- · Cosmetic or experimental treatments (unless they are expressly provided for).
- Any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment.

The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-1-DEN -16 et al.

**Disclaimer:** Guardian's DentalGuard Preferred Provider Organization consists of dentists in the DentalGuard Preferred ("DGP") network. These tiers represent specific benefit levels as described in your Schedule of Benefits. Network access varies by geographic location and zip code.

1 Restrictions apply and may be subject to medical necessity.

This Benefit Summary is for illustrative purposes. Your benefits booklet will show exactly what is covered and/or excluded under your plan. If there is a discrepancy between this Benefit Summary and your benefit booklet, the benefit booklet prevails.

Definitions shown on this site are in summary form and are for general informational purposes. The terms of the insurance contract prevails.

# Save Your Unused Claims Dollars For When You Need Them Most

Guardian will roll over a portion of your unused annual maximum into your personal Maximum Rollover Account (MRA). If you reach your Plan Annual Maximum in future years, you can use money from your MRA. To qualify for an MRA, you must have a paid claim (not just a visit) and must not have exceeded the paid claims threshold during the benefit year. Your MRA may not exceed the MRA limit. You can view your annual MRA statement detailing your account and those of your dependents on <u>www.GuardianAnytime.com</u>.

Please note that actual maximum limitations and thresholds vary by plan. Your plan may vary from the one used below as an example to illustrate how the Maximum Rollover functions.

| Plan Annual Maximum*         | Threshold  | Maximum Rollover Amount   | Maximum Rollover Account<br>Limit  |
|------------------------------|--|---|--|
| \$1000                       | \$500  | \$250   | \$1000   |
| Maximum claims reimbursement | Claims amount that determines rollover eligibility | Additional dollars added to Plan<br>Annual Maximum for future years | Plan Annual Maximum plus<br>Maximum Rollover cannot exceed<br>\$2,000 in total |

\* If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan.

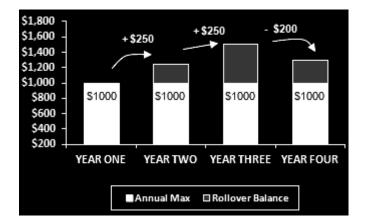
#### Here's how the benefits work:

**YEAR ONE**: Jane starts with a \$1,000 Plan Annual Maximum. She submits \$150 in dental claims. Since she did not reach the \$500 Threshold, she receives a \$250 rollover that will be applied to Year Two.

**YEAR TWO**: Jane now has an increased Plan Annual Maximum of \$1,250. This year, she submits \$50 in claims and receives an additional \$250 rollover added to her Plan Annual Maximum.

**YEAR THREE**: Jane now has an increased Plan Annual Maximum of \$1,500. This year, she submits \$1,200 in claims. All claims are paid due to the amount accumulated in her Maximum Rollover Account.

**YEAR FOUR**: Jane's Plan Annual Maximum is \$1,300 (\$1,000 Plan Annual Maximum + \$300 remaining in her Maximum Rollover Account).



For Overview of your Dental Benefits, please see About Your Benefit Section of this Enrollment Booklet.

#### NOTES:

You and your insured dependents maintain separate MRAs based on your own claim activity. Each MRA may not exceed the MRA limit.

Cases on either a calendar year or policy year accumulation basis qualify for the Maximum Rollover feature. For calendar year cases with an effective date in October, November or December, the Maximum Rollover feature starts as of the first full benefit year. For example, if a plan starts in November of 2013, the claim activity in 2014 will be used and applied to MRAs for use in 2015.

Under either benefit year set up (calendar year or policy year), Maximum Rollover for new entrants joining with 3 months or less remaining in the benefit year, will not begin until the start of the next full benefit year. Maximum Rollover is deferred for members who have coverage of Major services deferred. For these members, Maximum Rollover starts when coverage of Major services starts, or the start of the next benefit year if 3 months or less remain until the next benefit year. (Actual eligibility timeframe may vary. See your Plan Details for the most accurate information.)

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America or its subsidiaries, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. Policy Form #GP-1-DG2000, et al.

## Save Your Unused Claims Dollars For When You Need Them Most

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Please note that actual maximum limitations and thresholds vary by plan. Your plan may vary from the one used below as an example to illustrate how the Maximum Rollover functions.

| Plan Annual<br>Maximum*         | Threshold  | Maximum Rollover Amount  | In-Network Only Rollover<br>Amount  | Maximum Rollover<br>Account Limit   |
|---------------------------------|--|--|---|---|
| \$2000                          | \$800  | \$400  | \$600   | \$1500  |
| Maximum claims<br>reimbursement | Claims amount that<br>determines rollover<br>eligibility | Additional dollars added to<br>Plan Annual Maximum for<br>future years | Additional dollars added to<br>Plan Annual Maximum for<br>future years if only in-network<br>providers were used during the<br>benefit year | Plan Annual Maximum<br>plus Maximum Rollover<br>cannot exceed \$3,500 in<br>total |

\* If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan.

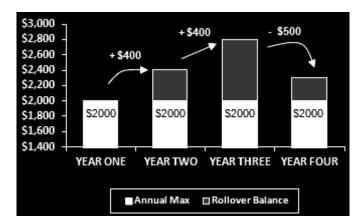
#### Here's how the benefits work:

**YEAR ONE**: Jane starts with a \$2000 Plan Annual Maximum. She submits \$150 in dental claims. Since she did not reach the \$800 Threshold, she receives a \$400 rollover that will be applied to Year Two.

**YEAR TWO**: Jane now has an increased Plan Annual Maximum of \$2,400. This year, she submits \$50 in claims and receives an additional \$400 rollover added to her Plan Annual Maximum.

**YEAR THREE**: Jane now has an increased Plan Annual Maximum of \$2,800. This year, she submits \$2,500 in claims. All claims are paid due to the amount accumulated in her Maximum Rollover Account.

YEAR FOUR: Jane's Plan Annual Maximum is \$2,300 (\$2,000 Plan Annual Maximum + \$300 remaining in her Maximum Rollover Account).



For Overview of your Dental Benefits, please see About Your Benefit Section of this Enrollment Booklet.

#### NOTES:

You and your insured dependents maintain separate MRAs based on your own claim activity. Each MRA may not exceed the MRA limit.

Cases on either a calendar year or policy year accumulation basis qualify for the Maximum Rollover feature. For calendar year cases with an effective date in October, November or December, the Maximum Rollover feature starts as of the first full benefit year. For example, if a plan starts in November of 2013, the claim activity in 2014 will be used and applied to MRAs for use in 2015.

Under either benefit year set up (calendar year or policy year), Maximum Rollover for new entrants joining with 3 months or less remaining in the benefit year, will not begin until the start of the next full benefit year. Maximum Rollover is deferred for members who have coverage of Major services deferred. For these members, Maximum Rollover starts when coverage of Major services starts, or the start of the next benefit year if 3 months or less remain until the next benefit year. (Actual eligibility timeframe may vary. See your Plan Details for the most accurate information.)

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Please note that actual maximum limitations and thresholds vary by plan. Your plan may vary from the one used below as an example to illustrate how the Maximum Rollover functions.

| Plan Annual<br>Maximum*         | Threshold  | Maximum Rollover Amount  | In-Network Only Rollover<br>Amount  | Maximum Rollover<br>Account Limit   |
|---------------------------------|--|--|---|---|
| \$1500                          | \$700  | \$350  | \$500   | \$1250  |
| Maximum claims<br>reimbursement | Claims amount that<br>determines rollover<br>eligibility | Additional dollars added to<br>Plan Annual Maximum for<br>future years | Additional dollars added to<br>Plan Annual Maximum for<br>future years if only in-network<br>providers were used during the<br>benefit year | Plan Annual Maximum<br>plus Maximum Rollover<br>cannot exceed \$2,750 in<br>total |

\* If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan.

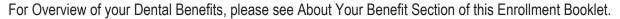
#### Here's how the benefits work:

**YEAR ONE**: Jane starts with a \$1,500 Plan Annual Maximum. She submits \$150 in dental claims. Since she did not reach the \$700 Threshold, she receives a \$350 rollover that will be applied to Year Two.

YEAR TWO: Jane now has an increased Plan Annual Maximum of \$1,850. This year, she submits \$50 in claims and receives an additional \$350 rollover added to her Plan Annual Maximum.

**YEAR THREE**: Jane now has an increased Plan Annual Maximum of \$2,200. This year, she submits \$2,100 in claims. All claims are paid due to the amount accumulated in her Maximum Rollover Account.

**YEAR FOUR**: Jane's Plan Annual Maximum is \$1,600 (\$1,500 Plan Annual Maximum + \$100 remaining in her Maximum Rollover Account).



#### NOTES:

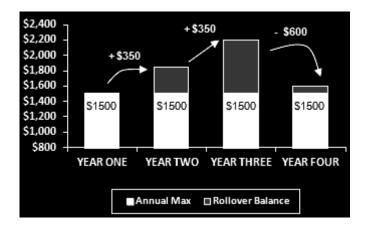
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Cases on either a calendar year or policy year accumulation basis qualify for the Maximum Rollover feature. For calendar year cases with an effective date in October, November or December, the Maximum Rollover feature starts as of the first full benefit year. For example, if a plan starts in November of 2013, the claim activity in 2014 will be used and applied to MRAs for use in 2015.

Under either benefit year set up (calendar year or policy year), Maximum Rollover for new entrants joining with 3 months or less remaining in the benefit year, will not begin until the start of the next full benefit year. Maximum Rollover is deferred for members who have coverage of Major services deferred. For these members, Maximum Rollover starts when coverage of Major services starts, or the start of the next benefit year if 3 months or less remain until the next benefit year. (Actual eligibility timeframe may vary. See your Plan Details for the most accurate information.)

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Policy Form #GP-1-DG2000, et al.



# Enjoy preventive dental care, with no deduction from your plan's annual maximum.

With Preventive Advantage, you can receive all preventive care, including exams, cleanings, x-rays and fluoride treatments, without having the benefit expenses deducted from your annual maximum. That means you can stretch your benefit even further for even more savings to you.

- Simply pay the applicable co-insurance and deductible for Preventive care (if any)
- The entire annual maximum amount is preserved for other dental needs
- Preventive care will continue to be covered even after the annual maximum is met

Dentists recommend oral exams and cleanings every six months. Now you can take good care of your oral health without having to balance the need for dental procedures.

| Take advantage of Preventive Care for good oral health  | and save the annual maximum for other dental care needs, such as:   |
|---|---|
| <ul> <li>Oral exams</li> <li>Cleaning</li> <li>X-Rays</li> <li>Fluoride treatments</li> </ul> | <ul> <li>Fillings</li> <li>Root canal</li> <li>Crowns</li> <li>Oral surgery</li> <li>Dentures and bridgework</li> </ul> |

#### Here's how this benefit works for you:

Joe visits the dentist for his annual cleaning. His deductible is \$25. The cleaning costs \$125. All expenses above the deductible are covered and, with the Preventive Advantage plan option, will not reduce the Annual Maximum.

For Overview of your Dental Benefits, please see About Your Benefit Section of this Enrollment Booklet.

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#### NOTICE OF PRIVACY PRACTICES

#### 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.

#### Effective: 05/01/2016

This Notice of Privacy Practices describes how Guardian and its subsidiaries may use and disclose your Protected Health Information (PHI) in order to carry out treatment, payment and health care operations and for other purposes permitted or required by law.

Guardian is required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices concerning PHI. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all PHI maintained by us. If we make material changes to our privacy practices, copies of revised notices will be made available on request and circulated as required by law. Copies of our current Notice may be obtained by contacting Guardian (using the information supplied below), or on our Web site at <a href="https://www.guardianlife.com/privacy-policy">www.guardianlife.com/privacy-policy</a>.

#### What is Protected Health Information (PHI):

PHI is individually identifiable information (including demographic information) relating to your health, to the health care provided to you or to payment for health care. PHI refers particularly to information acquired or maintained by us as a result of your having health coverage (including medical, dental, vision and long term care coverage).

#### In What Ways may Guardian Use and Disclose your Protected Health Information (PHI):

Guardian has the right to use or disclose your PHI without your written authorization to assist in your treatment, to facilitate payment and for health care operations purposes. There are certain circumstances where we are required by law to use or disclose your PHI. And there are other purposes, listed below, where we are permitted to use or disclose your PHI without further authorization from you. Please note that examples are provided for illustrative purposes only and are not intended to indicate every use or disclosure that may be made for a particular purpose.

#### Guardian has the right to use or disclose your PHI for the following purposes:

<u>Treatment.</u> Guardian may use and disclose your PHI to assist your health care providers in your diagnosis and treatment. For example, we may disclose your PHI to providers to supply information about alternative treatments.

<u>Payment.</u> Guardian may use and disclose your PHI in order to pay for the services and resources you may receive. For example, we may disclose your PHI for payment purposes to a health care provider or a health plan. Such purposes may include: ascertaining your range of benefits; certifying that you received treatment; requesting details regarding your treatment to determine if your benefits will cover, or pay for, your treatment.

<u>Health Care Operations.</u> Guardian may use and disclose your PHI to perform health care operations, such as administrative or business functions. For example, we may use your PHI for underwriting and premium rating purposes. However, we will not use or disclose your genetic information for underwriting purposes and are prohibited by law from doing so.

Appointment Reminders. Guardian may use and disclose your PHI to contact you and remind you of appointments.

Health Related Benefits and Services. Guardian may use and disclose PHI to inform you of health related benefits or services that may be of interest to you.

<u>Plan Sponsors.</u> Guardian may use or disclose PHI to the plan sponsor of your group health plan to permit the plan sponsor to perform plan administration functions. For example, a plan may contact us regarding benefits, service or coverage issues. We may also disclose summary health information about the enrollees in your group health plan to the plan sponsor so that the sponsor can obtain premium bids for health insurance coverage, or to decide whether to modify, amend or terminate your group health plan.

#### Guardian is required to use or disclose your PHI:

- To you or your personal representative (someone with the legal right to make health care decisions for you);
- To the Secretary of the Department of Health and Human Services, when conducting a compliance investigation, review or enforcement action related to health information privacy or security; and
- Where otherwise required by law.

#### Guardian is Required to Notify You of any Breaches of Your Unsecured PHI.

Although Guardian takes reasonable, industry-standard measures to protect your PHI, should a breach occur, Guardian is required by law to notify affected individuals. Under federal medical privacy law, a breach means the acquisition, access, use, or disclosure of unsecured PHI in a manner not permitted by law that compromises the security or privacy of the PHI.

#### Other Uses and Disclosures.

Guardian may also use and disclose your PHI for the following purposes without your authorization:

- We may disclose your PHI to persons involved in your care or payment for care, such as a family member or close personal friend, when you are present and do not object, when you are incapacitated, under certain circumstances during an emergency or when otherwise permitted by law.
- We may use or disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations.
- We may use or disclose your PHI in an emergency, directly to or through a disaster relief entity, to find and tell those close to you of your location or condition
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.
- We may disclose your PHI to a government oversight agency authorized by law to conducting audits, investigations, or civil or criminal proceedings.
- We may use or disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for organ or tissue donation.
- We may use or disclose your PHI for research purposes, but only as permitted by law.
- We may use or disclose PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services.
- We may use or disclose your PHI to comply with workers' compensation and other similar programs.
- We may disclose your PHI to third party business associates that perform services for us, or on our behalf (e.g. vendors).
- We may use and disclose your PHI to federal officials for intelligence and national security activities authorized by law. We also may disclose your PHI to authorized federal officials in order to protect the President, other officials or foreign heads of state, or to conduct investigations authorized by law.
- We may disclose your PHI to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official (e.g., for the institution to provide you with health care services, for the safety and security of the institution, and/or to protect your health and safety or the health and safety of other individuals).
- We may use or disclose your PHI to your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.

We generally will not sell your PHI, or use or disclose PHI about you for marketing purposes without your authorization unless otherwise permitted by law.

#### Your Rights with Regard to Your Protected Health Information (PHI):

<u>Your Authorization for Other Uses and Disclosures</u>. Other than for the purposes described above, or as otherwise permitted by law, Guardian must obtain your written authorization to use or disclosure your PHI. You have the right to revoke that authorization in writing except to the extent that: (i) we have taken action in reliance upon the authorization prior to your written revocation, or (ii) you were required to give us your authorization as a condition of obtaining coverage, and we have the right, under other law, to contest a claim under the coverage or the coverage itself.

Under federal and state law, certain kinds of PHI may require enhanced privacy protections. These forms of PHI include information pertaining to:

- HIV/AIDS testing, diagnosis or treatment
- Venereal and /or communicable Disease(s)
- Genetic Testing
- Alcohol and drug abuse prevention, treatment and referral
- Psychotherapy notes

We will only disclose these types of delineated information when permitted or required by law or upon your prior written authorization.

<u>Your Right to an Accounting of Disclosures.</u> An 'accounting of disclosures' is a list of certain disclosures we have made, if any, of your PHI. You have the right to receive an accounting of certain disclosures of your PHI that were made by us. This right applies to disclosures for purposes other than those made to carry out treatment, payment and health care operations as described in this notice. It excludes disclosures made to you, or those made for notification purposes.

We ask that you submit your request in writing by completing our form. Your request may state a requested time period not more than six years prior to the date when you make your request. Your request should indicate in what form you want the list (e.g., paper, electronically). Our form for Accounting of Disclosure requests is available at www.guardianlife.com/privacy-policy.

<u>Your Right to Obtain a Paper Copy of This Notice.</u> You have a right to request a paper copy of this notice even if you have previously agreed to accept this notice electronically. You may obtain a paper copy of this notice by sending a request to the contact information listed at the end of this notice.

<u>Your Right to File a Complaint.</u> If you believe your privacy rights have been violated, you may file a complaint with Guardian or the Secretary of U.S. Department of Health and Human Services. If you wish to file a complaint with Guardian, you may do so using the contact information below. You will not be penalized for filing a complaint.

Please submit any exercise of the Rights designated below to Guardian in writing using the contact information listed below. For some requests, Guardian may charge for reasonable costs associated with complying with your requests; in such a case, we will notify you of the cost involved and provide you the opportunity to modify your request before any costs are incurred.

Your Right to Request Restrictions. You have the right to request a restriction on the PHI we use or disclose about you for treatment, payment or health care operations as described in this notice. You also have the right to request a restriction on the medical information we disclose about you to someone who is involved in your care or the payment for your care.

Guardian is not required to agree to your request; however, if we do agree, we will comply with your request until we receive notice from you that you no longer want the restriction to apply (except as required by law or in emergency situations). Your request must describe in a clear and concise manner: (a) the information you wish restricted; (b) whether you are requesting to limit Guardian's use, disclosure or both; and (c) to whom you want the limits to apply.

<u>Your Right to Request Confidential Communications.</u> You have the right to request that Guardian communicate with you about your PHI be in a particular manner or at a certain location. For example, you may ask that we contact you at work rather than at home. We are required to accommodate all reasonable requests made in writing, when such requests clearly state that your life could be endangered by the disclosure of all or part of your PHI.

<u>Your Right to Amend Your PHI</u> If you feel that any PHI about you, which is maintained by Guardian, is inaccurate or incomplete, you have the right to request that such PHI be amended or corrected. Within your written request, you must provide a reason in support of your request. Guardian reserves the right to deny your request if: (i) the PHI was not created by Guardian, unless the person or entity that created the information is no longer available to amend it (ii) if we do not maintain the PHI at issue (iii) if you would not be permitted to inspect and copy the PHI at issue or (iv) if the PHI we maintain about you is accurate and complete. If we deny your request, you may submit a written statement of your disagreement to us, and we will record it with your health information.

<u>Your Right to Access to Your PHI.</u> You have the right to inspect and obtain a copy of your PHI that we maintain in designated record sets. Under certain circumstances, we may deny your request to inspect and copy your PHI. In an instance where you are denied access and have a right to have that determination reviewed, a licensed health care professional chosen by Guardian will review your request and the denial. The person conducting the review will not be the person who denied your request. Guardian promises to comply with the outcome of the review.

#### How to Contact Us:

If you have any questions about this Notice or need further information about matters covered in this Notice, please call the toll-free number on the back of your Guardian ID card. If you are a broker please call 800-627-4200. All others please contact us at 800-541-7846. You can also write to us with your questions, or to exercise any of your rights, at the address below:

- Attention:
   Guardian Corporate Privacy Officer

   National Operations
   The Guardian Life Insurance Company of the Insurance Compan
- Address: The Guardian Life Insurance Company of America Group Quality Assurance - Northeast P.O. Box 981573 El Paso, TX 79998-1573

# **S** Guardian<sup>®</sup>

# YOUR GROUP INSURANCE PLAN BENEFITS

CITY OF TALLAHASSEE CLASS 0001 DENTAL

The enclosed certificate is intended to explain the benefits provided by the Plan. It does not constitute the Policy Contract. Your rights and benefits are determined in accordance with the provisions of the Policy, and your insurance is effective only if you are eligible for insurance and remain insured in accordance with its terms.

00025685/00014.0/ /0001/N51591/99999999/0000/PRINT DATE: 3/18/24

If Your Group Certificate includes any of the following coverages: Guardian Insured: Group Accident, Group Cancer, Group Critical Illness, Group Hospital Indemnity, Group Dental or Group Vision, the following consumer complaint notice is applicable. (Employer Funded Coverages, if any, are excluded from this Rider.)

#### <u>New Mexico Residents</u> Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at:

#### httsp://www.osi.stat.nm.us/ConsumerAssistance/index.aspx

CCN-2019-NM

B999.0042

All Options

# You May not be covered by all options in this Certificate.

This Certificate contains all the benefits and options that are available under the Policy. You are insured only for those benefits and options that you are eligible and enrolled for, and for which the required premium has been paid.

#### **CERTIFICATE OF COVERAGE**

#### The Guardian Life Insurance Company of America

10 Hudson Yards New York, New York 10001 (212) 598-8000

The Group Dental Insurance Coverage described in this Certificate is attached to the group Policy effective December 31, 2021. This Certificate replaces any Certificate previously issued under this Policy or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

#### GROUP DENTAL INSURANCE COVERAGE

Guardian certifies that the Subscriber to whom this Certificate is issued is eligible for the coverage, and in the amount, described herein. In order to be eligible for coverage, the Subscriber must: (a) satisfy all of this Policy's eligibility and Effective Date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Subscriber under the Policy; (c) all required premium payments must have been made by or on behalf of the Subscriber; and (d) satisfy any necessary Proof of Insurability requirements.

The Subscriber is not covered by any part of the Policy for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: CITY OF TALLAHASSEE Group Policy Number: 00025685 Effective Date: December 31, 2021

The Guardian Life Insurance Company of America

MosPac

Michael Prestileo, Senior Vice President

# This Certificate contains a Deductible provision.

**Important Notice Regarding Inquires:** To obtain information or make a complaint You may call Guardian's toll free number at 1-800-541-7846.

B400.4885

GC-DEN-16-FL-LG

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#### **GENERAL PROVISIONS**

#### **Applicable Benefits**

This Certificate may include multiple benefit options and types of benefits. You will only be covered for benefits if:

- They were previously selected in an acceptable manner and mode, such as an enrollment form or other required form; and
- We have received any required premium.

#### Limitation of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any contract, Policy or Certificate is to be issued;
- Waive or alter any contract or Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to any contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the contract or Policy or waive any of its provisions.

#### Incontestability

This Certificate is incontestable after two years from its date of issue, except for non-payment of premiums.

In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void.

# CONDITIONS OF ELIGIBILITY FOR GROUP DENTAL INSURANCE COVERAGE

#### All Options

#### Subscriber Eligibility

You are eligible for Dental coverage if You are:

- In an eligible class of Subscribers
- An active Full-Time Subscriber; and
- Working at least the minimum required number of hours in Your eligible class at:
  - The Policyholder's place of business;
  - Some place where the Policyholder's business requires You to travel; or
  - Any other place You and the Policyholder have agreed upon for the performance of the major duties of Your job.

You are **not** eligible for Dental coverage if You are:

- A temporary or seasonal Subscriber; or
- The Subscriber for whom, pursuant to a collective bargaining agreement, the Policyholder makes any payments to any kind of health and welfare benefit plan other than under this Certificate.

B400.0027-R

#### All Options

#### **Dependent Eligibility**

Your eligible dependents are Your:

- Spouse; and
- Dependent child, including:
  - A newborn child, natural child, stepchild or a child placed with You for adoption or foster care who is under age 26.
  - A child for whom You have established legal guardianship or a court-ordered temporary custody who is under age 26.

- A child who is not able to remain enrolled as a student due to a medically necessary leave of absence may continue to be an eligible dependent until the earlier of:
  - The date that is one year after the first day of the medically necessary leave of absence; or
  - The date on which the coverage would otherwise end under this plan. You must provide written certification by a treating physician which states that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary.
- A child who is incapable of self-support because of a physical or mental incapacity. A dependent child may remain eligible for dependent benefits past the age limit, subject to the conditions below:
  - The condition started before he or she reached the age limit; and
  - The child remained continuously covered until he or she reached the age limit; and
  - You send Us written proof, and We approve such proof, of the child's disability and dependence within 30 days from the date he or she reaches the age limit. After the two year period following the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

Eligible dependent does not include anyone who is insured under this Policy as the Subscriber.

B400.4891-R

#### **Eligibility Waiting Period**

You and Your dependents are eligible under this Certificate after You complete the eligibility waiting period, if any, established by the Policyholder.

B400.0085

#### All Options

#### When Coverage Starts

Your Policyholder will inform You of Your Effective Date under the Dental Policy. Your coverage begins on the date:

• You and Your eligible dependents are eligible for the Dental Policy as stated in the Conditions Of Eligibility for Group Dental Insurance section; and

GC-DEN-16-FL-LG

All Options

- You and Your eligible dependents have enrolled in the Dental Policy; and
- Required premiums have been paid.

You or Your eligible dependents may be considered a Late Entrant if You fail to enroll within 30 days of the Eligibility Date or a Qualifying Event. Late Entrant penalties may be imposed. Please refer to Your Schedule of Benefits.

B400.0089-R

#### All Options

#### **Exception to When Coverage Starts**

Sometimes a scheduled Eligibility Date is not a regularly scheduled work day. If the scheduled Eligibility Date falls on:

- A holiday;
- A vacation day;
- A non-scheduled work day;

and if:

- You were fully capable of performing Active Work for the Policyholder for the minimum number of hours of the Subscriber in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date; and
- You were Actively at Work and working the minimum number of hours of the Subscriber in Your eligible class on Your last regularly scheduled work day.

Your coverage will start on the scheduled Eligibility Date. However, any coverage or part of coverage for which You must elect and pay all or part of the cost, will not start if You are on an approved leave and such coverage or part of coverage was not previously in force for You under a prior plan which this Certificate replaced.

B400.0093-R

All Options

#### When Your Coverage Ends

Your coverage will end on the first of the following events:

- The last day of the month in which Your Active Full-Time Work ends for any reason, except as shown below under Continuation of Coverage.
- The last day of the month in which You stop being an eligible Subscriber under this Certificate.

- The date the group Certificate ends, or is discontinued for a class of Subscribers to which You belong.
- The last day of the period for which required payments are made for or by You.
- The date You die.

B434.1150-R

#### All Options

#### When Your Dependent Coverage Ends

Your dependent coverage will end on the first of the following events:

- When Your coverage ends.
- When You stop being an eligible Subscriber under this Certificate.
- The date the group Certificate ends, or dependent coverage is discontinued for a class of Subscribers to which You belong.
- The last day of the period for which required payments are made for Your dependent.
- On the last day of the calendar year in which Your child attains the age limit, except as described in the Dependent Eligibility section.

B434.1255

#### All Options

• For your Spouse, on the last day of the month in which Your marriage ends in legal divorce or annulment.

B434.1274

#### CONTINUATION OF COVERAGE

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Read this Certificate carefully for details and discuss with Your Policyholder or administrator.

#### **Continuation Rights**

You may be eligible to continue Your group dental coverage under more than one Continuation Rights section at the same time. If You choose to continue Your group dental coverage under more than one section, the continuations: (1) start at the same time; (2) run concurrently; and (3) end independently, on their own terms.

If continuing coverage under more than one continuation section: (1) You will not be entitled to duplicate benefits; and (2) You will not be subject to the premium requirements of more than one section at the same time.

#### **Uniformed Services Continuation Rights**

USERRA (Uniformed Services Employment and Reemployment Rights Act) is a federal law that provides reemployment rights for veterans and members of the National Guard and Reserve following military service. It also prohibits employer discrimination against any person on the basis of that person's past military service, current military obligations or intent to join one of the uniformed services.

If Your group dental coverage under this Policy would otherwise end because You enter into active military service, You may elect to continue such coverage for Yourself and Your eligible dependents in accordance with the provisions of USERRA.

You may contact Your Policyholder for additional information.

#### **COBRA Continuation Rights**

If dental insurance for You or Your dependents ends, You or Your dependents may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). For more information, You may contact Your Policyholder or visit our website at <u>www.guardianlife.com.</u>

There are certain leaves of absence that may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other similar laws. Please contact Your Policyholder for information regarding such legally mandated leave of absence laws.

B400.0118

All Options

#### Dependent Survivorship Benefit

If You die while covered, We will continue dependent coverage for those of Your dependents who were covered when You died. We will do this for six months at no cost, provided: 1) this Policyholder's dental coverage remains in force; 2) the dependents remain eligible dependents; and 3) in the case of a Spouse, the Spouse does not remarry.

If a surviving dependent elects to continue his or her dependent benefits under another continuation provision, if any, this free continuation period will be provided as the first six months of such continuation.

#### DENTAL CLAIM PROVISIONS

You may visit any Dentist. After Guardian pays its portion of the Covered Charges, You are responsible for the rest. This includes any Deductible, Copayment, Coinsurance and amounts above any coverage maximum, as well as, any remaining charges up to the Dentist's total charge for services received.

Your reimbursement will be based on Guardian's fee schedule for Your specific Policy or on a percentile of the prevailing fee data for the Dentist's zip code. Please refer to Your Schedule of Benefits.

B400.0177

#### All Options

#### Filing A Claim

Most Dentists file claims electronically or have claim forms on hand. If they don't, You may obtain one by visiting our website at <u>www.guardianlife.com</u> or You may call our customer service department at (800) 541-7846 or the toll-free number listed on Your ID card. We will furnish You a claim form within 15 days of Your request.

If You have services performed by a Guardian Contracted Dentist, Your claim will be submitted for You and the payment will be sent directly to Your Dentist.

If You have services performed by a Non-Contracted Dentist, You may need to submit Your own claim. Just follow these easy steps to ensure efficient processing:

- Complete Your portion of the claim form and present the form to the Dentist for completion.
- Mail Your completed claim form to the address shown on the Guardian claim form or You can obtain our address on the Guardian website at <u>www.guardianlife.com.</u>

You must submit all claims for dental benefits within 12 months of the date of service.

We may require additional information to pay Your claim. This may consist of radiographic images, periodontal charting, narratives and other diagnostic materials that may support Your claim.

B400.0181

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#### Coordination Of Benefits (COB)

A Covered Person may have dental insurance through multiple plans. When that occurs one plan is determined to be primary while the other is deemed to be secondary.

Rules to make the primary/secondary determination are:

- The plan without a coordination provision is always primary.
- If a medical plan provides coverage for the dental service, that plan is primary. This excludes Affordable Care Act (ACA) compliant plans.
- If both plans have a COB provision, the plan providing coverage to the Subscriber is primary.
- A plan that provides coverage for an active Subscriber will be primary over a retiree plan.
- If a child is covered under both parents' plans:
  - When the parents are living together, the plan of the parent whose birthday is earlier in the year is primary.
  - When the parents are separated and not living together:
    - Any applicable court order will apply.
    - With 50/50 custody situations, the plan of the parent whose birthday is earlier in the year is primary.
    - With no court order, benefits will be coordinated in the following order: (1) natural parent with custody; (2) step parent with custody; (3) natural parent without custody; and (4) step parent without custody.
- When none of these rules apply, the plan that has provided coverage the longest is primary.

When Guardian is primary, benefits are determined as if no other plan exists.

When Guardian is secondary, benefits are determined so that the total payable by both plans does not exceed the allowable amount, (described below):

- If both plans are subject to a contracted fee schedule, the higher fee schedule is the allowable amount.
- If only one plan is subject to a contracted fee schedule:
  - When the primary plan is not subject to a fee schedule, Guardian's fee schedule is the allowable amount.
  - When the primary plan is subject to a fee schedule, the primary plan's fee schedule is the allowable amount.

• If neither plan is subject to a contracted fee schedule, the maximum allowed amount of either plan is the allowable amount.

In no instance will Guardian pay more as the secondary plan than it would have paid being the primary plan.

B400.0185

Options B, C

#### How We Pay Orthodontic Claims

Orthodontic services may or may not be covered under this Policy. Please refer to Your Schedule of Benefits.

Benefits for orthodontic claims are divided into equal payments, which will be paid over the lesser of: (a) the length of the treatment plan; or (b) two years. The first payment is made when the Appliance is placed. Remaining payments are made at the end of each quarter.

If Your orthodontic treatment began prior to Your Eligibility Date, benefits will be prorated by the portion of the treatment incurred while insured with Guardian.

Any orthodontic Lifetime maximum amount paid under a Prior Policy, will be deducted from this Policy's orthodontic Lifetime Maximum.

#### DENTALGUARD PREFERRED - THIS PLAN'S PREFERRED PROVIDER ORGANIZATION (PPO) INSURANCE

This Policy's benefits are paid the same for Covered Charges furnished by Contracted Dentists and Non-Contracted Dentists, however, a Covered Person will usually be left with less out-of-pocket expense when a Contracted Dentist is used.

Guardian's Preferred Provider Organization consists of Dentists in the DentalGuard Preferred ("DGP") network. The network is configured into various tiers as shown below. These tiers represent specific benefit levels as described in Your Schedule of Benefits. Network access varies by geographic location and zip code. Please visit <u>www.guardianlife.com</u> to confirm your Dentist's tiered participation.

- DentalGuard Preferred Gold
- DentalGuard Preferred Silver

#### DENTALGUARD PREFERRED - THIS PLAN'S PREFERRED PROVIDER ORGANIZATION (PPO) INSURANCE

This Policy is designed to promote high quality dental care while controlling the cost of such care. The Policy encourages a Covered Person to seek dental care from Dentists and dental care facilities that are under contract with Guardian's Dental Preferred Provider Organization.

Guardian's Preferred Provider Organization consists of Dentists in the DentalGuard Preferred ("DGP") network. The network is configured into various tiers as shown below. These tiers represent specific benefit levels as described in Your Schedule of Benefits. Network access varies by geographic location and zip code. Please visit <u>www.guardianlife.com</u> to confirm your Dentist's tiered participation.

- DentalGuard Preferred Gold
- DentalGuard Preferred Silver

B400.0281

All Options

#### **Contracted Dentists**

Dentists who are contracted with Guardian's DentalGuard Preferred Provider Organization have agreed to accept a discount for the Covered Services they perform. When You visit one of these Dentists, the discount will lower Your out-of-pocket costs.

When receiving services from a Contracted Dentist, You will be responsible for any Deductible, Copayment, Coinsurance amounts above the Benefit Year Maximum and for any non-covered services. In some instances, You may be responsible for the difference between the Dentist's discounted fee and the plan allowance. For Covered Services, You will not be responsible for amounts above the Dentist's discounted fee.

Some states allow Contracted Dentists to accept discounts only on services that are covered by the Policy. Prior to Your anticipated dental services being performed, ask Your Dentist for a treatment plan that includes services to be provided with an estimated cost. (Please see Pre-Treatment Review section). If You would like more information, You may call our customer service department at (800) 541-7846 or the toll-free number listed on Your ID card.

You will need to verify if Your Dentist is contracted within Guardian's Dental Preferred Provider Organization at the time of service.

Please refer to Guardian's on-line provider directory at www.guardianlife.com.

If Your Policy provides orthodontics, the negotiated discounted fee for orthodontics does not include:

• Any incremental charges for optional orthodontic Appliances.

- Replacement or repair due to neglect of the patient.
- Treatment plans that began prior to the Eligibility Date.

B400.0189

#### All Options

#### **Non-Contracted Dentists**

You may visit any Dentist. After Guardian pays its portion of Covered Charges, You are responsible for the rest. This includes Your Deductible, Copayment, Coinsurance and amounts above the Benefit Year Maximum, as well as, any remaining charges up to the Dentist's total charge for services received.

Your reimbursement will be based on Guardian's fee schedule for Your specific Policy or on a percentile of the prevailing fee data for the Dentist's zip code. Please refer to Your Schedule of Benefits.

#### **COVERED CHARGES**

To be a Covered Charge, the service must be:

- Performed by a licensed Dentist; and
- Necessary and appropriate for Your condition; and
- An eligible Covered Service as described in the Schedule of Benefits.

We may use the professional review of a licensed Dentist to determine the appropriate benefit for a dental procedure or course of treatment. We may apply an Alternate Treatment benefit when a less expensive service can be used to treat the dental condition.

Certain comprehensive dental services have multiple procedures. For benefit purposes, these separate procedures will be considered part of the more comprehensive service.

You and Your Dentist have the right and responsibility for choosing the course of treatment and the services to be performed, regardless if those services are covered under this Policy. Once services have been performed and the claim submitted, We will review the claim and determine the benefits payable under this Policy.

All covered charges are considered incurred on the date services are furnished, with the following exceptions:

- Charges for crowns, bridges and other cast restorations are incurred on the date the tooth is initially prepared.
- Charges for root canals are incurred on the date the pulp chamber is opened.
- Charges for dentures are incurred on the date the final impression is made.
- The initial charge for orthodontic treatment is incurred on the date the Appliance is first placed.

Please refer to Your Schedule of Benefits.

To assist You in managing Your total costs, Guardian offers a "Pre-Treatment Review".

A Dentist may submit a treatment plan to Guardian for review before services are performed. Guardian will advise the patient and the Dentist what services are covered and what the estimated payment would be. The actual payment for the predetermined services depends on eligibility, Policy limitations, Coordination of Benefits and the remaining maximum available at the time services are performed. A Pre-Treatment Review is subject to change based on the Dentist's participation status at the time of treatment. A Pre-Treatment Review is optional, however it is strongly recommended for non-routine dental services. Once the services are completed, the claim should be submitted to Guardian for payment.

B400.0192

Options B, C

#### **Benefit Year Maximum Rollover**

A portion of a Covered Person's unused Benefit Year Maximum may be rolled over into a maximum rollover account.

At the beginning of each Benefit Year, a maximum rollover reward will be made, provided:

- The Covered Person had a claim incurred and paid during the prior Benefit Year.
- The Covered Person's paid claims for the prior Benefit Year did not exceed the rollover threshold amount.
- The Covered Person must have been eligible for major service coverage at the end of the prior Benefit Year. Please refer to your Schedule of Benefits for covered major services.
- The Covered Person must have been insured with the rollover provision prior to October of the prior year.

The amount of any maximum rollover reward is listed in the Schedule of Benefits. In addition, there will be a bonus rollover reward provided if all of the claims submitted during the Benefit Year are for services provided by a Dentist in the Tier 1 Coverage level.

If a Covered Person reaches his or her Benefit Year Maximum, We will pay additional benefits up to the amount stored in the Covered Person's rollover account. Rollover benefits are not available for orthodontic services. The amount stored in the rollover account cannot be greater than the rollover account maximum. The rollover threshold, maximum rollover reward, bonus rollover reward and the rollover account maximum are listed in the Schedule of Benefits.

A Covered Person's rollover account will be eliminated and any accrued rollover lost, if he or she has a break in coverage of any length of time, for any reason.

B400.0218

#### **Option A**

#### **Benefit Year Maximum Rollover**

A portion of a Covered Person's unused Benefit Year Maximum may be rolled over into a maximum rollover account.

At the beginning of each Benefit Year, a maximum rollover reward will be made, provided:

- The Covered Person had a claim incurred and paid during the prior Benefit Year.
- The Covered Person's paid claims for the prior Benefit Year did not exceed the rollover threshold amount.
- The Covered Person must have been eligible for major service coverage at the end of the prior Benefit Year. Please refer to your Schedule of Benefits for covered major services.
- The Covered Person must have been insured with the rollover provision prior to October of the prior year.

The amount of any maximum rollover reward is listed in the Schedule of Benefits.

If a Covered Person reaches his or her Benefit Year Maximum, We will pay additional benefits up to the amount stored in the Covered Person's rollover account. Rollover benefits are not available for orthodontic services. The amount stored in the rollover account cannot be greater than the rollover account maximum.

The rollover threshold, maximum rollover reward, and the rollover account maximum are listed in the Schedule of Benefits.

A Covered Person's rollover account will be eliminated and any accrued rollover lost, if he or she has a break in coverage of any length of time, for any reason.

If this Policy is replacing a Prior Policy, in the first Policy year; (a) We will reduce the Deductible amount applied under the Prior Policy from this Policy's Deductible; and (b) the maximum amount paid under the Prior Policy will be deducted from this Policy's Benefit Year Maximum. Documentation for Prior Policy benefits must be provided.

| DEFINITIONS  |   |
|--|---|
|  | This section defines certain terms appearing in Your Certificate.   |
|  | B400.0292   |
| All Options  |   |
| Active Work or<br>Actively At Work or<br>Actively Working: | These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Policyholder, at:  |
|  | <ul> <li>One of the Policyholder's usual places of business;</li> </ul>   |
|  | <ul> <li>Some place where the Policyholder's business requires You to<br/>travel; or</li> </ul>   |
|  | <ul> <li>Any other place You and the Policyholder have agreed on for Your work.</li> </ul>  |
|  | B400.0293   |
| All Options  |   |
| Alternate Treatment:                                       | This term means if more than one type of service can be used to treat a dental condition, We have the right to base benefits on the least expensive service, which is within the range of professionally accepted standards of dental practice as determined through the professional review of a licensed Dentist. |
|  | B400.0294   |
| All Options  |   |
| Anterior Teeth:  | This term means the incisor and cuspid teeth. These are the teeth located in front of the bicuspids (pre-molars).   |
|  | B400.0295   |
| All Options  |   |
| Appliance:   | This term means any dental device other than a Dental Prosthesis.   |
|  | B400.0296   |
| All Options  |   |
| Benefit Year:  | This term means a 12 month period which starts on January 1st and ends on December 31st of each year.   |
|  | B400.0361   |

**Benefit Year** This term means the total dollar amount that Guardian will pay for Covered **Maximum:** Services by a Covered Person in a Benefit Year.

B400.0298

## All Options

**Certificate:** This term means this Certificate of Coverage, including the Schedule of Benefits and any riders and enrollment forms that may be attached to this Certificate.

#### All Options

**Coinsurance:** This term means the percent of the benefit that Guardian will pay after the required Deductible has been met.

B400.0303

B400.0299

#### All Options

**Contracted Dentist:** This term means a licensed Dentist or a dental care facility that is under contract with Guardian to participate in Guardian's dental network.

B400.0300

#### **All Options**

**Copayment:** This term means a fixed dollar amount that the Covered Person is required to pay at the time services are rendered.

B400.0304

#### All Options

**Covered Person:** This term means You, if You are covered by this Policy, and any of Your covered dependents.

B400.0301

#### All Options

**Covered Services:** This term means services for which any reimbursement is available under the Subscriber's Certificate of Coverage, regardless of whether the reimbursement is contractually limited by a Deductible, Copayment, Coinsurance, service waiting period, Benefit Year Maximum or Lifetime Maximum, frequency, alternate benefit payment, or other limitations.

B400.0302

#### **All Options**

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**Deductible:** This term means a fixed dollar amount the Covered Person is responsible for paying before Guardian will begin paying the cost of covered benefits.

**Dental Prosthesis:** This term means a restoration or device which is used to replace one or more missing or lost teeth and associated tooth structures. It includes all types of: (1) bridge retainer crowns, inlays, and onlays; (2) bridge pontics; (3) complete and immediate dentures; (4) partial dentures; and (5) (a) crowns; (b) inlays (c) onlays (d) veneers; (e) implants; and (f) posts and cores.

B400.0306

#### All Options

**Dentist and** This term means any dental or medical practitioner We are required by law to recognize who: (1) is properly licensed or certified under the laws of the state where he or she practices; and (2) provides services which are within the scope of his or her license or certificate and covered by this Policy.

B400.0307

#### All Options

**Effective Date:** The date the Policy goes into force and effect as stated on the cover page of the Certificate of Coverage, or any change to the Policy as requested by the Policyholder and approved by Us and in force and effect as stated on cover page of the Certificate of Coverage.

B400.0308

#### All Options

**Eligibility Date:** This term means the earliest date You are eligible for coverage under this Certificate as directed by the Policyholder, and you have satisfied all requirements for coverage to begin, as required by this Certificate.

B400.0309

#### All Options

Full-time: This term means:

You work at least the minimum required number of hours for the Subscriber in Your eligible class (but not less than 20 hours per week), at:

- Your Policyholder's place of business;
- Some place where the Policyholder's business requires You to travel; or
- Any other place You and Your Policyholder have agreed upon for the performance of Your job.

| All Options                | This term means: (1) all damage to a Covered Person's mouth due to an accident which occurs while he or she is covered by this Policy; and (2) all complications arising from that damage. But the term does not include damage to teeth, Appliances or Dental Prostheses which results solely from chewing or biting food or other substances. |
|----------------------------|---|
|                            |   |
| Late Entrant:              | This term means a person who: (1) becomes covered by this Policy more<br>than 30 days after the Covered Person is eligible; or (2) becomes covered<br>again, after the Covered Person's coverage lapsed because he or she did<br>not make required payments.  |
|                            | B400.0319-R   |
| Options B , C              |   |
| Lifetime Maximum:          | This term means the maximum amount that Guardian will pay for Covered Services during a Covered Person's lifetime.  |
|                            | B400.0320   |
| All Options                |   |
| Non-Contracted<br>Dentist: | This term means a licensed Dentist or dental care facility that is not under contract with Guardian to provide dental services  |
|                            | B400.0321   |
| All Options                |   |
| Policy:                    | This term means the group Dental Insurance Coverage described in the Policy and this Certificate.   |
|                            | B400.0324   |
| All Options                |   |
| Policyholder:              | This term means the entity that purchased this Policy.  |
| -                          | B400.0325   |
| All Options                |   |
| Desta de Test              | This forms appears the bigger id (one marked) as the day to the Theory (  |
| Posterior Teeth:           | This term means the bicuspid (pre-molars) and molar teeth. These are the teeth located behind the cuspids.  |

B400.0326

GC-DEN-16-FL-LG

**Prior Policy:** This term means the Policyholder's plan of group dental coverage which was in force immediately prior to this Policy. For a plan to be considered a Prior Policy, the Guardian Policy must start immediately after the prior coverage ends.

B400.0327

#### All Options

Qualifying Event: This term means a specific occurrence that changes a Covered Person's eligibility status such as Your Spouse's loss of employment; Your Spouse's loss of eligibility under his or her dental plan; divorce; death of Your Spouse; termination of another dental policy; or any other event as required by state or federal law or in accordance with Your Policyholder's rules.

B400.0329

#### All Options

**Spouse:** This term means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage or Your domestic partner, civil union partner or equivalent was recorded.

B400.0331

#### All Options

**Subscriber:** This term means the member of the group determined to be eligible by the Policyholder.

B400.0332

#### All Options

- We, Us, Our and These terms mean The Guardian Life Insurance Company of America. Guardian:
  - You, Your or These terms mean the covered Subscriber. Yourself:

# STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America

10 Hudson Yards New York, New York 10001 (212) 598-8000

Your group Dental benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under ERISA.

ERISA provides that all plan participants shall be entitled to:

- Receive Information About Your Plan and Benefits
   (a) 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 Employee Benefits Security Administration.
  - (b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, 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.
  - (c) 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.
- **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 the plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of 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.
  - **Enforcement Of** Your Rights If your claim for a welfare benefit is denied 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 (see Claims Procedures below).

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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 state or Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110.00 a day until you receive the material, 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 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 sued to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance with Questions If you have questions about the plan, you should contact the plan administrator. If you have 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 Employee Benefits Security Benefits Administration, U.S. Department of Labor listed in your telephone directory or the Employee Benefits Security 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 Employee Benefits Security Administration.

Qualified Medical Child Support Order Federal law requires that group health plans provide medical care coverage of a dependent child pursuant to a qualified medical child support order (QMCSO). A dependent child also includes a child for whom You must provide Dental Insurance due to a QMCSO as defined in the ERISA Section 609(a) United States Employee Retirement Income Security Act of 1974, as amended.

> You and your beneficiaries can obtain, without charge, from the plan administrator, a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and QMCSO. You may also obtain this information on the U.S. Department of Labor's website or You may contact them in your telephone directory.

> A dependent enrolled due to a QMCSO will not be considered a late enrollee in the plan.

If you have questions about this section, see your plan administrator.

**Dental Benefits** Claim forms and instructions for filing claims may be obtained from The Guardian Life Insurance Company of America (hereinafter referenced as Guardian).

Guardian is the Claims Fiduciary with discretionary authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has discretionary authority to determine eligibility for benefits and coverage under those documents. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide your claim.

In addition to the basic claim procedure explained in your certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of ERISA.

B405.0141

#### All Options

- **Definitions** "Adverse Benefit Determination" means any denial, reduction or termination of a benefit or failure to provide or make payment (in whole or in part) for a benefit.
- Timing For Initial<br/>BenefitThe Benefit Determination period begins when a claim is received. Guardian<br/>will make a Benefit Determination and notify a claimant within a reasonable<br/>period of time, but not later than the maximum time period shown below. A<br/>written or electronic notification of any adverse Benefit Determination must<br/>be provided.

Guardian will provide a Benefit Determination not later than 45 days from the date of receipt of a claim. This period may be extended by up to 30 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies the claimant before the end of the initial 45-day period. Such notification will include the reason for the extension and a date by which the determination will be made. If prior to the end of the 30-day period Guardian determines that an additional extension is necessary due to matters beyond the control of the plan, and so notifies the claimant, the time period for making a Benefit Determination may be extended for up to an additional period of up to 30 days. Such notification will include the special circumstances requiring the extension and a date by which the final determination will be made.

A notification of an extension to the time period in which a Benefit Determination will be made will include an explanation of the standards upon which entitlement to a benefit is based, any unresolved issues that prevent a decision of the claim, and the additional information needed to resolve those issues.

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If Guardian extends the time period for making a Benefit Determination due to a claimant s failure to submit information necessary to decide the claim, the claimant will be given at least 45 days to provide the requested information. The extension period will begin on the date on which the claimant responds to the request for additional information.

Adverse Benefit If a claim is denied, Guardian will provide a notice that will set forth: Determination

- The specific reason(s) for the Adverse Benefit Determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information necessary to reconsider the claim and an explanation of why such material or information is necessary;
- A description of the plan's claim review procedures which a claimant may follow to have a claim for benefits reviewed and the time limits applicable to such procedures;
- Identification and description of any specific internal rule, guideline or protocol that was relied upon in making an Adverse Benefit Determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request;
- A description of the plan s review procedures and the time limits applicable to such procedures, including a statement of the claimant s right to bring a civil action under ERISA Section 502(a) following an Adverse Benefit Determination on appeal, and;
- In the case of an Adverse Benefit Determination based on medical necessity or experimental treatment, either an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

Appeal of Adverse<br/>BenefitIf a claim is wholly or partially denied, the claimant will have up to 180 days<br/>to make an appeal. Guardian will conduct a full and fair review of an appeal<br/>which includes providing to claimant(s) the following:

- The opportunity to submit written comments, documents, records and other information relating to the claim;
- The opportunity, upon request and free of charge, for reasonable access to, and copies of, all documents, records and other information relating to the claim; and
- A review that takes into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In reviewing an appeal, Guardian will:

• Provide for a review conducted by a named fiduciary who is neither the person who made the initial Adverse Benefit Determination nor that person's subordinate;

- In deciding an appeal based upon a dental or medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- Identify medical or vocational experts whose advice was obtained in connection with an Adverse Benefit Determination; and
- Ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the Adverse Benefit Determination, nor that person's subordinate.

Guardian will notify the claimant of its decision not later than 45 days after receipt of the request for review of the Adverse Benefit Determination. This period may be extended by an additional period of up to 45 days if Guardian determines that special circumstances require an extension of the time period for processing and so notifies the claimant before the end of the initial 45-day period.

A notification with respect to an extension will indicate the special circumstances requiring an extension of the time period for review, and the date by which the final determination will be made.

In the event Guardian denies the appeal of an Adverse Benefit Determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant s claim for benefits;
- If applicable, provide the internal rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request.
- Alternative Dispute Options The claimant and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U.S Department of Labor Office and the State insurance regulatory agency.

B405.0142

GC-ERISA-DEN-PPO-16-FL-LG

# The Guardian Life Insurance Company of America

10 Hudson Yards New York, New York 10001 (212) 598-8000

| OPTION A  |  |  |  |  |
|---|--|--|--|--|
|   | GROUP DENTAL INSURANCE<br>SCHEDULE OF BENEF  |  |  |  |
|   | nefits is attached to the Certificate and is effective the la<br>any amendment. This Schedule of Benefits replaces any   |  |  |  |
| Benefit Level   | Tier 1 Tier 2  |  |  |  |
| Tier Configuration  | DentalGuard Preferred Gold Dentists  | Non-Contracted Dentists  |  |  |
|   | DentalGuard Preferred Silver Dentists  |  |  |  |
| configured into variou  | d Provider Organization consists of Dentists in the Dent<br>us tiers representing specific benefit levels which will be<br>clocation and zip code. Please visit <u>www.guardianlife.co</u> | reimbursed as shown below. Network access varies                                 |  |  |
| Covered Charges<br>Reimbursement  | DentalGuard Preferred Gold - Contracted Fee<br>Schedule  | Non-Contracted Dentists: DentalGuard Preferred<br>Gold - Contracted Fee Schedule |  |  |
|   | DentalGuard Preferred Silver - Contracted Fee<br>Schedule  |  |  |  |
| Dependent Child<br>Age Limit  | 26   | 26   |  |  |
|   | PLAN BENEFITS  |  |  |  |
| Your Benefit Year   | is the 12 month period which starts on January 1   |  |  |  |
|   | BENEFIT YEAR DEDUCT  | IBLE   |  |  |
| Individual Benefit<br>Year Deductible -<br>A covered family<br>must meet three<br>Individual Benefit<br>Year deductibles<br>in a Benefit Year | \$50.00  | \$100.00   |  |  |
| Deductible Waived<br>for Preventive<br>Services   |  |  |  |  |
| Deductible Waived for Basic Services  |  |  |  |  |
| Deductible Waived<br>for Major Services         No         No   |  |  |  |  |
|   | COINSURANCE  |  |  |  |
| Preventive<br>Services  | 100%   | 70%  |  |  |

| COINSURANCE (Cont.)                |  |   |  |  |
|------------------------------------|--|---|--|--|
| Basic Services                     | 50%  | 40%                                       |  |  |
| Major Services                     | 35%  | 35%                                       |  |  |
|                                    | BENEFIT YEAR MAXIM                               | UM  |  |  |
| Individual Benefit<br>Year Maximum | \$1,000.00                                       | \$1,000.00                                |  |  |
| Covered c                          | harges used to satisfy the Deductible(s) and Max | imum(s) will apply to all benefit levels. |  |  |
|                                    | BENEFIT YEAR MAXIMUM R                           | OLLOVER                                   |  |  |
| Rollover Threshold                 | \$500.00   | \$500.00                                  |  |  |
| Maximum Rollover<br>Reward         | \$250.00   | \$250.00                                  |  |  |
| Rollover Account<br>Maximum        | \$1,000.00                                       | \$1,000.00                                |  |  |
|                                    | LATE ENTRANT PENAL                               | TIES                                      |  |  |
| Preventive<br>Services             | None   | None                                      |  |  |
| Basic Services                     | 6 months   | 6 months                                  |  |  |
| Major Services                     | 12 months 12 months                              |   |  |  |

## **COVERED DENTAL SERVICES**

The listing below is a partial list of covered dental services and limitations. Additional dental services that are not named on this list may also be eligible for coverage. Covered dental services are based on current dental terminology and are updated periodically. The most current dental terminology may not be reflected in the list of covered dental services. Benefits will be payable based on the most current dental terminology.

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
|  | DIAGN                  | IOSTIC AND PREVENTIVE   |
| Office visits, Oral evaluations  | Preventive             | Limited to 2 in a calendar year. Comprehensive evaluations are included in the frequency with office visits and oral evaluations. Limited to 1 in 36 months.  |
| After hours office visits or<br>Emergency palliative<br>treatment  | Basic                  |   |
| Complete series of<br>radiographic images (at<br>least 14 films, including<br>bitewings) and Panoramic<br>radiographic image | Preventive             | Limited to 1 in 60 months.  |
| Intraoral periapical images,<br>Occlusal radiographic<br>images  | Preventive             | Limited to single films.  |
| Bitewing radiographic<br>images  | Preventive             | Limited to either a maximum of 4 bitewing radiographic images or vertical bitewings (7-8 radiographic images), in one visit, twice in a calendar year under age 26 and once in a calendar year for all other Covered Persons. |

| Adjunctive pre-diagnostic<br>test that aids in detection<br>of mucosal abnormalities<br>including premalignant and<br>malignant lesions, not to<br>include cytology or biopsy<br>procedures | Not Covered |  |
|---|-------------|--|
| Diagnostic casts  | Basic       | Covered when needed to prepare a treatment plan for three or more of the following performed at the same time in more than one arch: dentures, crowns, bridges, inlays and onlays or full mouth equilibration. |
| Prophylaxis   | Preventive  | Limited to 2 prophylaxes or periodontal maintenance in a calendar year.<br>Also see Periodontal Maintenance under Periodontics.  |
| Prophylaxis - medically<br>necessary  | Preventive  | Limited to 1 in 12 months. Covered when needed due to a medical condition.<br>Written verification from the medical physician is required.   |
| Fluoride  | Preventive  | Limited to covered persons up to age 19.   |
| Sealants  | Preventive  | Limited to permanent molar teeth. Limited to once per tooth in 24 months.<br>Limited to Covered Persons up to age 16.  |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Space maintainers  | Basic                  | Limited to the initial Appliance only. For Covered Persons up to age 14.<br>Covered when necessary to replace prematurely lost or extracted deciduous<br>teeth. Allowance includes adjustments in the first 6 months after insertion.<br>Limited to a maximum of one bilateral per arch or one unilateral per quadrant. |
| Minor treatment to control<br>harmful habits                           | Basic                  | For Covered Persons up to age 14. Limited to thumbsucking Appliances.<br>Limited to the initial Appliance only.   |
|  | 1.                     | RESTORATIVE   |
| Amalgam restorations   | Basic                  | Allowance includes bonding agents, liners, bases, polishing and local anesthetic. Benefits for the replacement of existing restorations will be considered for payment if at least 24 months have passed since the previous restoration was placed.   |
| Resin-based composite restorations                                     | Basic                  | Allowance includes resin bonding agents, liners, bases, acid etching, light curing and local anesthetic.  |
|  |                        | Benefits for the replacement of existing restorations will be considered for payment if at least 24 months have passed since the previous restoration was placed.   |
| Prefabricated stainless<br>steel crowns, Prefabricated<br>resin crowns | Basic                  | Limited to once per tooth in 24 months. Prefabricated crowns are considered to be a temporary or provisional service when done within 24 months of a permanent crown and considered to be part of the permanent restoration.  |
| Crowns   | Major                  | Covered only when needed because of decay or injury, and only when the tooth cannot be restored with amalgam or resin-based composite filling material.   |
|  |                        | Limited to permanent teeth only.  |
|  |                        | Porcelain is not covered on molars.   |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit.   |
|  |                        | See Dental Prosthesis replacement limitation below.   |
|  |                        | Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement.   |
| Inlays, Onlays, Labial<br>veneers                                      | Major                  | Covered only when needed because of decay or injury, and only when the tooth cannot be restored with amalgam or resin-based composite filling material.   |
|  |                        | Limited to permanent teeth only.  |
|  |                        | Porcelain is not covered on molars.   |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit. Veneers are limited to anterior and bicuspid teeth only.  |
|  |                        | See Dental Prosthesis replacement limitation below.   |
|  |                        | Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement.   |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Post and core, Core<br>buildup   | Major                  | Covered when done in conjunction with a covered crown or bridge retainer and<br>only when necessitated by substantial loss of natural tooth structure.<br>Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation below. |
| Crown repair, Bridge repair  | Major                  |   |
| Re-cement or re-bond inlay,<br>onlay, labial veneer, crown,<br>post and core or bridge | Major                  | If performed more than 12 months after initial insertion.   |
|  |                        | ENDODONTICS   |
| Allowance includes diagnostic,   |                        | al radiographic images, cultures and tests, local anesthetic and routine follow-up are, but excludes final restoration.   |
| Pulp cap - direct, Pulp cap -<br>indirect  | Major                  | Limited to permanent teeth and limited to one pulp cap per tooth. Indirect pulp cap includes allowance for sedative filling.  |
| Pulpotomy  | Major                  | Covered when root canal therapy is not the definitive treatment.  |
| Root canal/endodontic<br>therapy, anterior and<br>bicuspid teeth                       | Major                  |   |
| Root canal/endodontic<br>therapy, molar teeth  | Major                  |   |
| Retreatment of previous<br>root canal therapy, anterior<br>and bicuspid teeth          | Major                  | Limited to once per tooth.  |
| Retreatment of previous<br>root canal therapy, molar<br>teeth                          | Major                  | Limited to once per tooth.  |
| Apicoectomy, Root<br>amputation, Retrograde<br>filling                                 | Major                  | Each limited to once per root.  |
| Other endodontic services  | Major                  |   |
|  | ·                      | PERIODONTICS  |
|  |                        | ludes the treatment plan, local anesthetic and post-treatment care. Requires<br>by both radiographic images and pocket depth probing of each tooth involved.  |
| Periodontal maintenance  | Major                  | Limited to 2 prophylaxes or periodontal maintenance in a calendar year.<br>Also see Prophylaxis under "Diagnostic and Preventive Services".   |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS  |
|--|------------------------|--|
| Periodontal scaling and root planing   | Major                  | Limited to once per quadrant in 24 months. Covered when there is radiographic image and pocket charting evidence of bone loss.   |
| Full mouth debridement   | Major                  | Limited to once per lifetime.  |
|  |                        | treatment plan, local anesthetic and post-surgical care. Requires documentation radiographic images and pocket depth probing of each tooth involved.   |
| Gingivectomy or<br>gingivoplasty (1 to 3<br>contiguous teeth) or Crown<br>lengthening  | Major                  | Limited to a total of one service, per tooth, in 12 months.  |
| Gingivectomy or<br>Gingivoplasty (4 or more<br>teeth per quadrant),<br>Osseous surgery, Gingival<br>flap procedure, Distal or<br>proximal wedge, or Surgical<br>revision procedure | Major                  | Limited to a total of one service, per quadrant, in 36 months.   |
| Tissue grafts  | Major                  | Limited to a total of one service, per tooth or site, in 36 months. Covered when the tooth is present.   |
| Guided tissue regeneration   | Major                  | Limited to once per area or tooth, when the tooth is present.  |
| Bone replacement graft   | Major                  | Limited to once per area or tooth, when the tooth is present.  |
|  | PERIOD                 | ONTAL SURGERY RELATED  |
| Occlusal adjustment -<br>limited   | Major                  | Covered when done within 6 months after covered periodontal scaling and root planing or osseous surgery. Limited to a total of two visits.   |
| Occlusal guard   | Major                  | Covered when done within 6 months after osseous surgery. Limited to one per lifetime.  |
|  | I .                    | PROSTHODONTICS   |
| Fixed partial denture<br>retainer crowns and pontics<br>(Bridge)   | Major                  | Limited to permanent teeth only.<br>Porcelain is not covered on molars.  |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit.  |
|  |                        | See Dental Prosthesis replacement limitation and missing tooth provision below.  |
|  |                        | Each retainer and each pontic makes up a unit on a bridge. Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement. |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Dentures, complete and partial                           | Major                  | Allowance includes adjustments done by the Dentist furnishing the denture in<br>the first 6 months after installation and all temporary or provisional dentures.<br>Temporary or provisional full and partial dentures, and interim dentures older<br>than 1 year are considered to be a permanent Dental Prosthesis.<br>Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below. |
| Adding teeth to partial dentures                         | Major                  | To replace extracted natural teeth. See missing tooth provision below.  |
| Denture repairs  | Major                  |   |
| Denture rebase   | Major                  |   |
| Denture reline   | Major                  |   |
| Denture adjustments                                      | Major                  | Considered part of the denture placement if performed within 6 months by the<br>Dentist who furnished the denture. Limited to adjustments done more than 6<br>months after a denture rebase, denture reline or the initial insertion of the<br>denture.   |
| Tissue conditioning                                      | Major                  | Considered part of the denture placement if performed within 12 months by the Dentist who furnished the denture. Limited to a maximum of 1 treatment, per arch, in 12 months.   |
|  | 1                      | IMPLANT SERVICES  |
| Radiographic/surgical implant index, by report           | Not Covered            |   |
| Surgical placement of implant                            | Not Covered            |   |
| Bone replacement graft for ridge preservation, per site  | Not Covered            |   |
| Prefabricated abutment,<br>Custom fabricated<br>abutment | Not Covered            |   |
| Repair implant supported prosthesis                      | Not Covered            |   |
| Repair implant abutment                                  | Not Covered            |   |
| Implant removal  | Not Covered            |   |

| SERVICE/PROCEDURE   | CATEGORY<br>OF SERVICE | LIMITATIONS  |
|---|------------------------|--|
| Implant/abutment<br>supported crown or retainer<br>for fixed partial denture  | Major                  | Limited to permanent teeth only.<br>Porcelain is not covered on molars.  |
|   |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit.  |
|   |                        | See Dental Prosthesis replacement limitation and missing tooth provision below.  |
| Implant/abutment<br>supported fixed and<br>removable dentures for<br>completely or partially<br>edentulous arch   | Major                  | Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below.   |
|   |                        | D MAXILLOFACIAL SURGERY  |
| Non-surgical extractions:<br>Erupted tooth or exposed<br>roots  | Basic                  | Allowance includes the treatment plan, local anesthetic and post-treatment care.   |
| Complex surgical<br>extractions: Surgical<br>removal of erupted teeth,<br>Removal of impacted teeth,<br>Surgical removal of residual<br>tooth roots                           | Major                  | Allowance includes the treatment plan, local anesthetic and post-surgical care.<br>Services listed in this category and related services, may be covered by Your<br>medical plan.  |
| Other complex oral surgical<br>services, including but not<br>limited to: Alveoloplasty,<br>Incision and drainage of<br>abscess, Incisional biopsy<br>of oral tissue.         | Major                  | Allowance includes diagnostic and treatment radiographic images, the treatment plan, local anesthetic and post-surgical care. Services listed in this category and related services, may be covered by Your medical plan.  |
|   | ADJUN                  | CTIVE GENERAL SERVICES   |
| Anesthesia: General<br>anesthesia/deep sedation,<br>Intravenous moderate<br>(conscious) sedation,<br>Non-intravenous<br>(conscious) sedation,<br>Inhalation of nitrous oxide. | Major                  | Covered in conjunction with covered surgical services.   |
| Therapeutic parenteral drugs  | Basic                  | Covered when needed solely for treatment of a dental condition.  |
| Consultations   | Basic                  | Diagnostic consultation with a Dentist other than the one providing treatment.<br>Limited to one consultation for each covered dental specialty in 12 months.<br>Covered only when no other treatment, other than radiographic images, is<br>performed during the visit. |
|   | CL                     | EFT LIP/CLEFT PALATE   |

| SERVICE/PROCEDURE | CATEGORY<br>OF SERVICE | LIMITATIONS |
|-------------------|------------------------|-------------|
|                   |                        |             |

Benefits will be paid for orthodontics or dental services needed for treatment of cleft lip or cleft palate or both, for covered dependent children, on the same basis as such covered charges for the diagnosis and treatment of any other dental condition. Subject to all the other terms of this Policy, benefits will be paid for these charges at a payment rate of 35%, subject to a \$100.00 deductible per benefit year, except that any benefits paid for the treatment of cleft lip or cleft palate will not be applied toward any annual or lifetime maximums under this Policy.

Under this plan's dental expense provisions, we don't cover any charges for the medical treatment of cleft lip or cleft palate.

| GENERAL LIMITATIONS                         |  |  |
|---|--|--|
| Missing tooth provision                     | A Dental Prosthesis will be covered when replacing a tooth or teeth lost or extracted before being covered under this Plan.  |  |
| Dental Prosthesis<br>replacement limitation | We will not pay to replace an existing Dental Prosthesis with any Dental Prosthesis unless: (1) it is at least 5 years old and is no longer usable; or (2) it is damaged while in the Covered Person's mouth in an Injury suffered while covered, and cannot be made serviceable. See Dental Prosthesis in the Definitions section of the Certificate. |  |

#### We will not pay for:

Treatment for which no charge is made. This usually means treatment furnished by: (1) the Covered Person's employer, labor union or similar group, in its dental or medical department or clinic; (2) a facility owned or run by any governmental body; and (3) any public program, except Medicaid, paid for or sponsored by any governmental body.

Treatment needed due to: (1) an on the job or job related Injury; or (2) a condition for which benefits are payable by Worker's Compensation or similar laws.

Any service or procedure or treatment method which does not meet professionally recognized standards of dental practice or which is considered to be experimental in nature.

Any service or procedure performed in conjunction with, as part of, or related to a service or procedure which is not covered by this Plan.

Any service or procedure performed on a tooth or teeth with a guarded, questionable or poor prognosis.

Any restoration, procedure, Appliance or Dental Prosthesis used solely to: (1) alter vertical dimension; (2) restore or maintain occlusion; (3) treat a condition necessitated by attrition or abrasion; or (4) splint or stabilize teeth for periodontal reasons.

Educational services.

Duplication of radiographic images, the completion of claim forms, OSHA or other infection control charges.

Maxillofacial prosthetics that repair or replace facial and skeletal anomalies, maxillofacial surgery, orthognathic surgery or any oral surgery requiring the setting of a fracture or dislocation, that is incidental to or results from a medical condition.

Any service or procedure furnished solely for cosmetic reasons. This includes the characterization and personalization of a Dental Prosthesis, odontoplasty and bleaching of discolored teeth.

Replacement of a lost, missing or stolen Appliance or Dental Prosthesis or the fabrication of a spare Appliance or Dental Prosthesis.

The replacement of extracted or missing third molars/wisdom teeth.

A fixed bridge replacing the extracted portion of a hemisected tooth or the placement of more than one unit of crown and/or bridge per tooth.

Treatment of congenital or developmental malformations, or the replacement of congenitally missing teeth, except for treatment of cleft lip or cleft lip palate or both.

Temporary or provisional Dental Prosthesis or Appliance except interim partial dentures to replace Anterior Teeth extracted while covered under this Plan.

Overdentures and related services, including root canal therapy on teeth supporting an overdenture.

The localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue.

Application of desensitizing medicaments and desensitizing resins for cervical and/or root surface.

Bite registration, bite analysis or occlusion analysis - mounted case.

Detailed and extensive oral evaluations.

Cephalometric radiographic images.

Oral/facial photographic images.

Separate charges for local anesthetic.

Cone beam images.

Pulp vitality tests.

Caries susceptibility tests.

Prescription medication.

Specialized techniques.

Precision attachments.

# The Guardian Life Insurance Company of America

10 Hudson Yards New York, New York 10001 (212) 598-8000

|   | OPTION B   |   |  |  |  |
|---|--|---|--|--|--|
|   | GROUP DENTAL INSURANCE<br>SCHEDULE OF BENEF<br>befits is attached to the Certificate and is effective the la<br>any amendment. This Schedule of Benefits replaces any                      | <b>TTS</b><br>ter of: 1) the Policy Effective Date or; 2) the Effective                             |  |  |  |
| Benefit Level   | Tier 1   | Tier 2  |  |  |  |
| Tier Configuration  | DentalGuard Preferred Gold Dentists  | Non-Contracted Dentists   |  |  |  |
|   | DentalGuard Preferred Silver Dentists  |   |  |  |  |
| configured into variou  | d Provider Organization consists of Dentists in the Dent<br>us tiers representing specific benefit levels which will be<br>clocation and zip code. Please visit <u>www.guardianlife.co</u> | reimbursed as shown below. Network access varies  |  |  |  |
| Covered Charges<br>Reimbursement  | DentalGuard Preferred Gold - Contracted Fee<br>Schedule  | Non-Contracted Dentist - The 80th percentile of the prevailing fee data for the Dentist's zip code. |  |  |  |
|   | DentalGuard Preferred Silver - Contracted Fee<br>Schedule  |   |  |  |  |
| Dependent Child<br>Age Limit  | hild 26 26   |   |  |  |  |
|   | PLAN BENEFITS  |   |  |  |  |
| Your Benefit Year   | is the 12 month period which starts on January 1   | st and ends on December 31st of each year.  |  |  |  |
|   | BENEFIT YEAR DEDUCT  | IBLE  |  |  |  |
| Individual Benefit<br>Year Deductible -<br>A covered family<br>must meet three<br>Individual Benefit<br>Year deductibles<br>in a Benefit Year | \$25.00  | \$50.00   |  |  |  |
| Deductible Waived<br>for Preventive<br>Services   | Yes  | Yes   |  |  |  |
| Deductible Waived for Basic Services  | No No  |   |  |  |  |
| Deductible Waived for Major Services  | No   | No  |  |  |  |
| Deductible Waived<br>for Orthodontic<br>Services  | Yes  | Yes   |  |  |  |

|  | BENEFIT YEAR DEDUCTIBL<br>COINSURANCE            | E (Cont.)                                 |
|--|--|---|
|  | COINSORANCE                                      | [   |
| Preventive<br>Services   | 100%   | 100%                                      |
| Basic Services   | 90%  | 80%                                       |
| Major Services   | 60%  | 50%                                       |
| Orthodontic<br>Services  | 50%  | 50%                                       |
| I  | BENEFIT YEAR MAXIM                               | UM  |
| Individual Benefit<br>Year Maximum                                       | \$2,000.00                                       | \$2,000.00                                |
| Preventive<br>services do not<br>apply to the<br>Benefit Year<br>Maximum | Included   | Included                                  |
|  | LIFETIME MAXIMUN                                 | 1   |
| Orthodontic<br>Lifetime Maximum  | \$1,800.00                                       | \$1,800.00                                |
| Covered c  | harges used to satisfy the Deductible(s) and Max | imum(s) will apply to all benefit levels. |
|  | BENEFIT YEAR MAXIMUM R                           | OLLOVER                                   |
| Rollover Threshold   | \$800.00   | \$800.00                                  |
| Maximum Rollover<br>Reward   | \$400.00   | \$400.00                                  |
| Bonus Rollover<br>Reward   | \$600.00   | \$0.00                                    |
| Rollover Account<br>Maximum  | \$1,500.00                                       | \$1,500.00                                |
| /  | LATE ENTRANT PENAL                               | TIES                                      |
| Preventive<br>Services   | None   | None                                      |
| Basic Services   | 6 months   | 6 months                                  |
| Major Services   | 12 months  | 12 months                                 |
| Orthodontic<br>Services  | 24 months  | 24 months                                 |

## **COVERED DENTAL SERVICES**

The listing below is a partial list of covered dental services and limitations. Additional dental services that are not named on this list may also be eligible for coverage. Covered dental services are based on current dental terminology and are updated periodically. The most current dental terminology may not be reflected in the list of covered dental services. Benefits will be payable based on the most current dental terminology.

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
|  | DIAGN                  | IOSTIC AND PREVENTIVE   |
| Office visits, Oral evaluations  | Preventive             | Limited to 2 in a calendar year. Comprehensive evaluations are included in the frequency with office visits and oral evaluations. Limited to 1 in 36 months.  |
| After hours office visits or<br>Emergency palliative<br>treatment  | Basic                  |   |
| Complete series of<br>radiographic images (at<br>least 14 films, including<br>bitewings) and Panoramic<br>radiographic image | Preventive             | Limited to 1 in 60 months.  |
| Intraoral periapical images,<br>Occlusal radiographic<br>images  | Preventive             | Limited to single films.  |
| Bitewing radiographic<br>images  | Preventive             | Limited to either a maximum of 4 bitewing radiographic images or vertical bitewings (7-8 radiographic images), in one visit, twice in a calendar year under age 26 and once in a calendar year for all other Covered Persons. |

| Adjunctive pre-diagnostic<br>test that aids in detection<br>of mucosal abnormalities<br>including premalignant and<br>malignant lesions, not to<br>include cytology or biopsy<br>procedures | Not Covered |  |
|---|-------------|--|
| Diagnostic casts  | Basic       | Covered when needed to prepare a treatment plan for three or more of the following performed at the same time in more than one arch: dentures, crowns, bridges, inlays and onlays or full mouth equilibration. |
| Prophylaxis   | Preventive  | Limited to 4 prophylaxes or periodontal maintenance in 12 months.<br>Also see Periodontal Maintenance under Periodontics.  |
| Prophylaxis - medically<br>necessary  | Preventive  | Limited to 1 in 12 months. Covered when needed due to a medical condition.<br>Written verification from the medical physician is required.   |
| Fluoride  | Preventive  | Limited to covered persons up to age 19.   |
| Sealants  | Preventive  | Limited to permanent molar teeth. Limited to once per tooth in 24 months.<br>Limited to Covered Persons up to age 16.  |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Space maintainers  | Basic                  | Limited to the initial Appliance only. For Covered Persons up to age 14.<br>Covered when necessary to replace prematurely lost or extracted deciduous<br>teeth. Allowance includes adjustments in the first 6 months after insertion.<br>Limited to a maximum of one bilateral per arch or one unilateral per quadrant. |
| Minor treatment to control<br>harmful habits                           | Basic                  | For Covered Persons up to age 14. Limited to thumbsucking Appliances.<br>Limited to the initial Appliance only.   |
|  | 1.                     | RESTORATIVE   |
| Amalgam restorations   | Basic                  | Allowance includes bonding agents, liners, bases, polishing and local anesthetic. Benefits for the replacement of existing restorations will be considered for payment if at least 24 months have passed since the previous restoration was placed.   |
| Resin-based composite restorations                                     | Basic                  | Allowance includes resin bonding agents, liners, bases, acid etching, light curing and local anesthetic.  |
|  |                        | Benefits for the replacement of existing restorations will be considered for payment if at least 24 months have passed since the previous restoration was placed.   |
| Prefabricated stainless<br>steel crowns, Prefabricated<br>resin crowns | Basic                  | Limited to once per tooth in 24 months. Prefabricated crowns are considered to be a temporary or provisional service when done within 24 months of a permanent crown and considered to be part of the permanent restoration.  |
| Crowns   | Major                  | Covered only when needed because of decay or injury, and only when the tooth cannot be restored with amalgam or resin-based composite filling material.   |
|  |                        | Limited to permanent teeth only.  |
|  |                        | Porcelain is not covered on molars.   |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit.   |
|  |                        | See Dental Prosthesis replacement limitation below.   |
|  |                        | Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement.   |
| Inlays, Onlays, Labial<br>veneers                                      | Major                  | Covered only when needed because of decay or injury, and only when the tooth cannot be restored with amalgam or resin-based composite filling material.   |
|  |                        | Limited to permanent teeth only.  |
|  |                        | Porcelain is not covered on molars.   |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit. Veneers are limited to anterior and bicuspid teeth only.  |
|  |                        | See Dental Prosthesis replacement limitation below.   |
|  |                        | Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement.   |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS  |
|--|------------------------|--|
| Post and core, Core<br>buildup   | Major                  | Covered when done in conjunction with a covered crown or bridge retainer and<br>only when necessitated by substantial loss of natural tooth structure.       |
|  |                        | Limited to permanent teeth only.   |
|  |                        | See Dental Prosthesis replacement limitation below.  |
| Crown repair, Bridge repair  | Major                  |  |
| Re-cement or re-bond inlay,<br>onlay, labial veneer, crown,<br>post and core or bridge | Major                  | If performed more than 12 months after initial insertion.  |
|  |                        | ENDODONTICS  |
| Allowance includes diagnostic,   |                        | al radiographic images, cultures and tests, local anesthetic and routine follow-up are, but excludes final restoration.                                      |
| Pulp cap - direct, Pulp cap -<br>indirect  | Major                  | Limited to permanent teeth and limited to one pulp cap per tooth. Indirect pulp cap includes allowance for sedative filling.                                 |
| Pulpotomy  | Major                  | Covered when root canal therapy is not the definitive treatment.   |
| Root canal/endodontic<br>therapy, anterior and<br>bicuspid teeth                       | Major                  |  |
| Root canal/endodontic therapy, molar teeth   | Major                  |  |
| Retreatment of previous<br>root canal therapy, anterior<br>and bicuspid teeth          | Major                  | Limited to once per tooth.   |
| Retreatment of previous<br>root canal therapy, molar<br>teeth                          | Major                  | Limited to once per tooth.   |
| Apicoectomy, Root<br>amputation, Retrograde<br>filling                                 | Major                  | Each limited to once per root.   |
| Other endodontic services  | Major                  |  |
|  | 1                      | PERIODONTICS   |
|  |                        | cludes the treatment plan, local anesthetic and post-treatment care. Requires I by both radiographic images and pocket depth probing of each tooth involved. |
| Periodontal maintenance  | Preventive             | Limited to 4 prophylaxis or periodontal maintenance in 12 months.  |
|  |                        | Also see Prophylaxis under "Diagnostic and Preventive Services".   |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS  |
|--|------------------------|--|
| Periodontal scaling and root planing   | Major                  | Limited to once per quadrant in 24 months. Covered when there is radiographic image and pocket charting evidence of bone loss.   |
| Full mouth debridement   | Major                  | Limited to once per lifetime.  |
|  |                        | treatment plan, local anesthetic and post-surgical care. Requires documentation radiographic images and pocket depth probing of each tooth involved.   |
| Gingivectomy or<br>gingivoplasty (1 to 3<br>contiguous teeth) or Crown<br>lengthening  | Major                  | Limited to a total of one service, per tooth, in 12 months.  |
| Gingivectomy or<br>Gingivoplasty (4 or more<br>teeth per quadrant),<br>Osseous surgery, Gingival<br>flap procedure, Distal or<br>proximal wedge, or Surgical<br>revision procedure | Major                  | Limited to a total of one service, per quadrant, in 36 months.   |
| Tissue grafts  | Major                  | Limited to a total of one service, per tooth or site, in 36 months. Covered when the tooth is present or when dentally necessary as part of a covered surgical placement of an implant.      |
| Guided tissue regeneration   | Major                  | Limited to once per area or tooth, when the tooth is present.  |
| Bone replacement graft   | Major                  | Limited to once per area or tooth, when the tooth is present.  |
|  | PERIOD                 | ONTAL SURGERY RELATED  |
| Occlusal adjustment -<br>limited   | Major                  | Covered when done within 6 months after covered periodontal scaling and root planing or osseous surgery. Limited to a total of two visits.   |
| Occlusal guard   | Major                  | Covered when done within 6 months after osseous surgery. Limited to one per lifetime.  |
|  | I                      | PROSTHODONTICS   |
| Fixed partial denture retainer crowns and pontics  | Major                  | Limited to permanent teeth only.   |
| (Bridge)   |                        | Porcelain is not covered on molars.  |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit.  |
|  |                        | See Dental Prosthesis replacement limitation and missing tooth provision below.  |
|  |                        | Each retainer and each pontic makes up a unit on a bridge. Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement. |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Dentures, complete and partial                           | Major                  | Allowance includes adjustments done by the Dentist furnishing the denture in<br>the first 6 months after installation and all temporary or provisional dentures.<br>Temporary or provisional full and partial dentures, and interim dentures older<br>than 1 year are considered to be a permanent Dental Prosthesis.<br>Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below. |
| Adding teeth to partial dentures                         | Major                  | To replace extracted natural teeth.<br>See missing tooth provision below.   |
| Denture repairs  | Major                  |   |
| Denture rebase   | Major                  |   |
| Denture reline   | Major                  |   |
| Denture adjustments                                      | Major                  | Considered part of the denture placement if performed within 6 months by the Dentist who furnished the denture. Limited to adjustments done more than 6 months after a denture rebase, denture reline or the initial insertion of the denture.  |
| Tissue conditioning                                      | Major                  | Considered part of the denture placement if performed within 12 months by the Dentist who furnished the denture. Limited to a maximum of 1 treatment, per arch, in 12 months.   |
|  | 1                      | IMPLANT SERVICES  |
| Radiographic/surgical<br>implant index, by report        | Major                  | Limited to once per arch in 24 months.  |
| Surgical placement of implant                            | Major                  | The number of implants We cover is limited to the number of teeth extracted while insured under this Policy.  |
|  |                        | Limited to the replacement of permanent teeth.  |
|  |                        | See Dental Prosthesis replacement limitation and missing tooth provision below.   |
|  |                        | Allowance includes the treatment plan, local anesthetic and post-surgical care.   |
| Bone replacement graft for ridge preservation, per site  | Major                  | Covered when done in conjunction with a covered surgical placement of an implant in the same site. Limited to once per tooth.   |
| Prefabricated abutment,<br>Custom fabricated<br>abutment | Major                  | See Dental Prosthesis replacement limitation and missing tooth provision below.   |
| Repair implant supported prosthesis                      | Major                  |   |
| Repair implant abutment                                  | Major                  |   |

| SERVICE/PROCEDURE   | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|---|------------------------|---|
| Implant removal   | Major                  |   |
| Implant/abutment<br>supported crown or retainer<br>for fixed partial denture  | Major                  | Limited to permanent teeth only.<br>Porcelain is not covered on molars.<br>If titanium or high noble metal (gold) is used, the benefit will be based on the<br>noble metal benefit.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below. |
| Implant/abutment<br>supported fixed and<br>removable dentures for<br>completely or partially<br>edentulous arch   | Major                  | Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below.  |
|   | ORAL AN                | D MAXILLOFACIAL SURGERY   |
| Non-surgical extractions:<br>Erupted tooth or exposed<br>roots  | Basic                  | Allowance includes the treatment plan, local anesthetic and post-treatment care.  |
| Complex surgical<br>extractions: Surgical<br>removal of erupted teeth,<br>Removal of impacted teeth,<br>Surgical removal of residual<br>tooth roots                           | Major                  | Allowance includes the treatment plan, local anesthetic and post-surgical care.<br>Services listed in this category and related services, may be covered by Your<br>medical plan.   |
| Other complex oral surgical<br>services, including but not<br>limited to: Alveoloplasty,<br>Incision and drainage of<br>abscess, Incisional biopsy<br>of oral tissue.         | Major                  | Allowance includes diagnostic and treatment radiographic images, the treatment plan, local anesthetic and post-surgical care. Services listed in this category and related services, may be covered by Your medical plan.   |
|   | ADJUN                  | CTIVE GENERAL SERVICES  |
| Anesthesia: General<br>anesthesia/deep sedation,<br>Intravenous moderate<br>(conscious) sedation,<br>Non-intravenous<br>(conscious) sedation,<br>Inhalation of nitrous oxide. | Major                  | Covered in conjunction with covered surgical services.  |
| Therapeutic parenteral drugs  | Basic                  | Covered when needed solely for treatment of a dental condition.   |
| Consultations   | Basic                  | Diagnostic consultation with a Dentist other than the one providing treatment.<br>Limited to one consultation for each covered dental specialty in 12 months.<br>Covered only when no other treatment, other than radiographic images, is<br>performed during the visit.  |
|   | •                      | ORTHODONTICS  |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS  |
|--|------------------------|--|
| Limited orthodontic<br>treatment, Interceptive<br>orthodontic treatment,<br>Comprehensive orthodontic<br>treatment | Orthodontic            | Allowed on dependent children and adults.<br>Coverage includes treatment plan and records, including initial, interim and final<br>records. Fabrication and insertion of Appliances and periodic visits.<br>Orthodontic retention, including fixed and removable initial Appliances and<br>related visits.<br>Surgical placement of temporary anchorage device.<br>Transseptal fiberotomy. |
| CLEFT LIP/CLEFT PALATE   |                        |  |

Benefits will be paid for orthodontics or dental services needed for treatment of cleft lip or cleft palate or both, for covered dependent children, on the same basis as such covered charges for the diagnosis and treatment of any other dental condition. Subject to all the other terms of this Policy, benefits will be paid for these charges at a payment rate of 50%, subject to a \$50.00 deductible per benefit year, except that any benefits paid for the treatment of cleft lip or cleft palate will not be applied toward any annual or lifetime maximums under this Policy.

Under this plan's dental expense provisions, we don't cover any charges for the medical treatment of cleft lip or cleft palate.

| GENERAL LIMITATIONS                         |  |  |  |
|---|--|--|--|
| Missing tooth provision                     | A Dental Prosthesis will be covered when replacing a tooth or teeth lost or extracted before being covered under this Plan.  |  |  |
| Dental Prosthesis<br>replacement limitation | We will not pay to replace an existing Dental Prosthesis with any Dental Prosthesis unless: (1) it is at least 5 years old and is no longer usable; or (2) it is damaged while in the Covered Person's mouth in an Injury suffered while covered, and cannot be made serviceable. See Dental Prosthesis in the Definitions section of the Certificate. |  |  |

#### We will not pay for:

Treatment for which no charge is made. This usually means treatment furnished by: (1) the Covered Person's employer, labor union or similar group, in its dental or medical department or clinic; (2) a facility owned or run by any governmental body; and (3) any public program, except Medicaid, paid for or sponsored by any governmental body.

Treatment needed due to: (1) an on the job or job related Injury; or (2) a condition for which benefits are payable by Worker's Compensation or similar laws.

Any service or procedure or treatment method which does not meet professionally recognized standards of dental practice or which is considered to be experimental in nature.

Any service or procedure performed in conjunction with, as part of, or related to a service or procedure which is not covered by this Plan.

Any service or procedure performed on a tooth or teeth with a guarded, questionable or poor prognosis.

Any restoration, procedure, Appliance or Dental Prosthesis used solely to: (1) alter vertical dimension; (2) restore or maintain occlusion; (3) treat a condition necessitated by attrition or abrasion; or (4) splint or stabilize teeth for periodontal reasons.

Educational services.

Duplication of radiographic images, the completion of claim forms, OSHA or other infection control charges.

Maxillofacial prosthetics that repair or replace facial and skeletal anomalies, maxillofacial surgery, orthognathic surgery or any oral surgery requiring the setting of a fracture or dislocation, that is incidental to or results from a medical condition.

Any service or procedure furnished solely for cosmetic reasons. This includes the characterization and personalization of a Dental Prosthesis, odontoplasty and bleaching of discolored teeth.

Replacement of a lost, missing or stolen Appliance or Dental Prosthesis or the fabrication of a spare Appliance or Dental Prosthesis.

The replacement of extracted or missing third molars/wisdom teeth.

A fixed bridge replacing the extracted portion of a hemisected tooth or the placement of more than one unit of crown and/or bridge per tooth.

Treatment of congenital or developmental malformations, or the replacement of congenitally missing teeth, except for treatment of cleft lip or cleft lip palate or both.

Temporary or provisional Dental Prosthesis or Appliance except interim partial dentures to replace Anterior Teeth extracted while covered under this Plan.

Overdentures and related services, including root canal therapy on teeth supporting an overdenture.

The localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue.

Application of desensitizing medicaments and desensitizing resins for cervical and/or root surface.

Bite registration, bite analysis or occlusion analysis - mounted case.

Detailed and extensive oral evaluations.

Cephalometric radiographic images.

Oral/facial photographic images.

Separate charges for local anesthetic.

Cone beam images.

Pulp vitality tests.

Caries susceptibility tests.

Prescription medication.

Specialized techniques.

Precision attachments.

# The Guardian Life Insurance Company of America

10 Hudson Yards New York, New York 10001 (212) 598-8000

|   | OPTION C   |   |  |  |  |
|---|--|---|--|--|--|
| GROUP DENTAL INSURANCE COVERAGE<br>SCHEDULE OF BENEFITS<br>This Schedule of Benefits is attached to the Certificate and is effective the later of: 1) the Policy Effective Date or; 2) the Effective<br>Date of any amendment. This Schedule of Benefits replaces any previously issued Schedule of Benefits. |  |   |  |  |  |
| Benefit Level   | Tier 1   | Tier 2  |  |  |  |
| Tier Configuration  | DentalGuard Preferred Gold Dentists<br>DentalGuard Preferred Silver Dentists   | Non-Contracted Dentists   |  |  |  |
| configured into vario   | d Provider Organization consists of Dentists in the Dent<br>us tiers representing specific benefit levels which will be<br>clocation and zip code. Please visit <u>www.guardianlife.co</u> | reimbursed as shown below. Network access varies  |  |  |  |
| Covered Charges<br>Reimbursement  | DentalGuard Preferred Gold - Contracted Fee<br>Schedule  | Non-Contracted Dentist - The 80th percentile of the prevailing fee data for the Dentist's zip code. |  |  |  |
|   | DentalGuard Preferred Silver - Contracted Fee<br>Schedule  |   |  |  |  |
| Dependent Child<br>Age Limit  | 26   | 26  |  |  |  |
| PLAN BENEFITS   |  |   |  |  |  |
| Your Benefit Year   | is the 12 month period which starts on January 1<br>BENEFIT YEAR DEDUCT  |   |  |  |  |
| Individual Benefit<br>Year Deductible -<br>A covered family<br>must meet three<br>Individual Benefit<br>Year deductibles<br>in a Benefit Year   | \$25.00  | \$50.00   |  |  |  |
| Deductible Waived<br>for Preventive<br>Services   | Yes  | Yes   |  |  |  |
| Deductible Waived for Basic Services  | No   | No  |  |  |  |
| Deductible Waived<br>for Major Services   | No   | No  |  |  |  |
| Deductible Waived<br>for Orthodontic<br>Services  | Yes  | Yes   |  |  |  |

|  | BENEFIT YEAR DEDUCTIBL<br>COINSURANCE            | E (Cont.)                                 |  |  |
|--|--|---|--|--|
|  | CONSORANCE                                       |   |  |  |
| Preventive<br>Services   | 100%   | 80%                                       |  |  |
| Basic Services   | 80%  | 60%                                       |  |  |
| Major Services   | 60%  | 50%                                       |  |  |
| Orthodontic<br>Services  | 50%  | 50%                                       |  |  |
|  | BENEFIT YEAR MAXIM                               | İUM                                       |  |  |
| Individual Benefit<br>Year Maximum                                       | \$1,500.00                                       | \$1,500.00                                |  |  |
| Preventive<br>services do not<br>apply to the<br>Benefit Year<br>Maximum | Included   | Included                                  |  |  |
|  | LIFETIME MAXIMUN                                 | Λ   |  |  |
| Orthodontic<br>Lifetime Maximum  | \$1,800.00                                       | \$1,500.00                                |  |  |
| Covered c  | harges used to satisfy the Deductible(s) and Max | imum(s) will apply to all benefit levels. |  |  |
|  | BENEFIT YEAR MAXIMUM R                           | OLLOVER                                   |  |  |
| Rollover Threshold   | \$700.00   | \$700.00                                  |  |  |
| Maximum Rollover<br>Reward   | \$350.00   | \$350.00                                  |  |  |
| Bonus Rollover<br>Reward   | \$500.00   | \$0.00                                    |  |  |
| Rollover Account<br>Maximum  | \$1,250.00                                       | \$1,250.00                                |  |  |
| LATE ENTRANT PENALTIES   |  |   |  |  |
| Preventive<br>Services   | None   | None                                      |  |  |
| Basic Services   | 6 months   | 6 months                                  |  |  |
| Major Services   | 12 months  | 12 months                                 |  |  |
| Orthodontic<br>Services  | 24 months  | 24 months                                 |  |  |

## **COVERED DENTAL SERVICES**

The listing below is a partial list of covered dental services and limitations. Additional dental services that are not named on this list may also be eligible for coverage. Covered dental services are based on current dental terminology and are updated periodically. The most current dental terminology may not be reflected in the list of covered dental services. Benefits will be payable based on the most current dental terminology.

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
|  | DIAGN                  | IOSTIC AND PREVENTIVE   |
| Office visits, Oral evaluations  | Preventive             | Limited to 4 in a calendar year. Comprehensive evaluations are included in the frequency with office visits and oral evaluations. Limited to 1 in 36 months.  |
| After hours office visits or<br>Emergency palliative<br>treatment  | Basic                  |   |
| Complete series of<br>radiographic images (at<br>least 14 films, including<br>bitewings) and Panoramic<br>radiographic image | Preventive             | Limited to 1 in 60 months.  |
| Intraoral periapical images,<br>Occlusal radiographic<br>images  | Preventive             | Limited to single films.  |
| Bitewing radiographic<br>images  | Preventive             | Limited to either a maximum of 4 bitewing radiographic images or vertical bitewings (7-8 radiographic images), in one visit, twice in a calendar year under age 26 and once in a calendar year for all other Covered Persons. |

| Adjunctive pre-diagnostic<br>test that aids in detection<br>of mucosal abnormalities<br>including premalignant and<br>malignant lesions, not to<br>include cytology or biopsy<br>procedures | Not Covered |  |
|---|-------------|--|
| Diagnostic casts  | Basic       | Covered when needed to prepare a treatment plan for three or more of the following performed at the same time in more than one arch: dentures, crowns, bridges, inlays and onlays or full mouth equilibration. |
| Prophylaxis   | Preventive  | Limited to 4 prophylaxes or periodontal maintenance in a calendar year.<br>Also see Periodontal Maintenance under Periodontics.  |
| Prophylaxis - medically<br>necessary  | Preventive  | Limited to 1 in 12 months. Covered when needed due to a medical condition.<br>Written verification from the medical physician is required.   |
| Fluoride  | Preventive  | Limited to covered persons up to age 19.   |
| Sealants  | Preventive  | Limited to, permanent molar teeth. Limited to once per tooth in 24 months.<br>Limited to Covered Persons up to age 16.   |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Space maintainers  | Basic                  | Limited to the initial Appliance only. For Covered Persons up to age 14.<br>Covered when necessary to replace prematurely lost or extracted deciduous<br>teeth. Allowance includes adjustments in the first 6 months after insertion.<br>Limited to a maximum of one bilateral per arch or one unilateral per quadrant. |
| Minor treatment to control<br>harmful habits                           | Basic                  | For Covered Persons up to age 14. Limited to thumbsucking Appliances.<br>Limited to the initial Appliance only.   |
|  | 1.                     | RESTORATIVE   |
| Amalgam restorations   | Basic                  | Allowance includes bonding agents, liners, bases, polishing and local anesthetic. Benefits for the replacement of existing restorations will be considered for payment if at least 24 months have passed since the previous restoration was placed.   |
| Resin-based composite restorations                                     | Basic                  | Allowance includes resin bonding agents, liners, bases, acid etching, light curing and local anesthetic.  |
|  |                        | Benefits for the replacement of existing restorations will be considered for payment if at least 24 months have passed since the previous restoration was placed.   |
| Prefabricated stainless<br>steel crowns, Prefabricated<br>resin crowns | Basic                  | Limited to once per tooth in 24 months. Prefabricated crowns are considered to be a temporary or provisional service when done within 24 months of a permanent crown and considered to be part of the permanent restoration.  |
| Crowns   | Major                  | Covered only when needed because of decay or injury, and only when the tooth cannot be restored with amalgam or resin-based composite filling material.   |
|  |                        | Limited to permanent teeth only.  |
|  |                        | Porcelain is not covered on molars.   |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit.   |
|  |                        | See Dental Prosthesis replacement limitation below.   |
|  |                        | Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement.   |
| Inlays, Onlays, Labial<br>veneers                                      | Major                  | Covered only when needed because of decay or injury, and only when the tooth cannot be restored with amalgam or resin-based composite filling material.   |
|  |                        | Limited to permanent teeth only.  |
|  |                        | Porcelain is not covered on molars.   |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit. Veneers are limited to anterior and bicuspid teeth only.  |
|  |                        | See Dental Prosthesis replacement limitation below.   |
|  |                        | Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement.   |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Post and core, Core<br>buildup   | Major                  | Covered when done in conjunction with a covered crown or bridge retainer and<br>only when necessitated by substantial loss of natural tooth structure.<br>Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation below. |
| Crown repair, Bridge repair  | Major                  |   |
| Re-cement or re-bond inlay,<br>onlay, labial veneer, crown,<br>post and core or bridge | Major                  | If performed more than 12 months after initial insertion.   |
|  |                        | ENDODONTICS   |
| Allowance includes diagnostic,   |                        | al radiographic images, cultures and tests, local anesthetic and routine follow-up are, but excludes final restoration.   |
| Pulp cap - direct, Pulp cap -<br>indirect  | Major                  | Limited to permanent teeth and limited to one pulp cap per tooth. Indirect pulp cap includes allowance for sedative filling.  |
| Pulpotomy  | Major                  | Covered when root canal therapy is not the definitive treatment.  |
| Root canal/endodontic<br>therapy, anterior and<br>bicuspid teeth                       | Major                  |   |
| Root canal/endodontic<br>therapy, molar teeth  | Major                  |   |
| Retreatment of previous<br>root canal therapy, anterior<br>and bicuspid teeth          | Major                  | Limited to once per tooth.  |
| Retreatment of previous<br>root canal therapy, molar<br>teeth                          | Major                  | Limited to once per tooth.  |
| Apicoectomy, Root<br>amputation, Retrograde<br>filling                                 | Major                  | Each limited to once per root.  |
| Other endodontic services  | Major                  |   |
|  | •                      | PERIODONTICS  |
|  |                        | ludes the treatment plan, local anesthetic and post-treatment care. Requires<br>by both radiographic images and pocket depth probing of each tooth involved.  |
| Periodontal maintenance  | Major                  | Limited to 4 prophylaxes or periodontal maintenance in a calendar year.<br>Also see Prophylaxis under "Diagnostic and Preventive Services".   |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS  |
|--|------------------------|--|
| Periodontal scaling and root planing   | Major                  | Limited to once per quadrant in 24 months. Covered when there is radiographic image and pocket charting evidence of bone loss.   |
| Full mouth debridement   | Major                  | Limited to once per lifetime.  |
|  |                        | treatment plan, local anesthetic and post-surgical care. Requires documentation radiographic images and pocket depth probing of each tooth involved.   |
| Gingivectomy or<br>gingivoplasty (1 to 3<br>contiguous teeth) or Crown<br>lengthening  | Major                  | Limited to a total of one service, per tooth, in 12 months.  |
| Gingivectomy or<br>Gingivoplasty (4 or more<br>teeth per quadrant),<br>Osseous surgery, Gingival<br>flap procedure, Distal or<br>proximal wedge, or Surgical<br>revision procedure | Major                  | Limited to a total of one service, per quadrant, in 36 months.   |
| Tissue grafts  | Major                  | Limited to a total of one service, per tooth or site, in 36 months. Covered when the tooth is present.   |
| Guided tissue regeneration   | Major                  | Limited to once per area or tooth, when the tooth is present.  |
| Bone replacement graft   | Major                  | Limited to once per area or tooth, when the tooth is present.  |
|  | PERIOD                 | ONTAL SURGERY RELATED  |
| Occlusal adjustment -<br>limited   | Major                  | Covered when done within 6 months after covered periodontal scaling and root planing or osseous surgery. Limited to a total of two visits.   |
| Occlusal guard   | Major                  | Covered when done within 6 months after osseous surgery. Limited to one per lifetime.  |
|  | I .                    | PROSTHODONTICS   |
| Fixed partial denture<br>retainer crowns and pontics<br>(Bridge)   | Major                  | Limited to permanent teeth only.<br>Porcelain is not covered on molars.  |
|  |                        | If titanium or high noble metal (gold) is used, the benefit will be based on the noble metal benefit.  |
|  |                        | See Dental Prosthesis replacement limitation and missing tooth provision below.  |
|  |                        | Each retainer and each pontic makes up a unit on a bridge. Allowance includes insulating bases, temporary or provisional restorations, local anesthetic and associated gingival involvement. |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|--|------------------------|---|
| Dentures, complete and partial                           | Major                  | Allowance includes adjustments done by the Dentist furnishing the denture in<br>the first 6 months after installation and all temporary or provisional dentures.<br>Temporary or provisional full and partial dentures, and interim dentures older<br>than 1 year are considered to be a permanent Dental Prosthesis.<br>Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below. |
| Adding teeth to partial dentures                         | Major                  | To replace extracted natural teeth. See missing tooth provision below.  |
| Denture repairs  | Major                  |   |
| Denture rebase   | Major                  |   |
| Denture reline   | Major                  |   |
| Denture adjustments                                      | Major                  | Considered part of the denture placement if performed within 6 months by the<br>Dentist who furnished the denture. Limited to adjustments done more than 6<br>months after a denture rebase, denture reline or the initial insertion of the<br>denture.   |
| Tissue conditioning                                      | Major                  | Considered part of the denture placement if performed within 12 months by the Dentist who furnished the denture. Limited to a maximum of 1 treatment, per arch, in 12 months.   |
|  | 1                      | IMPLANT SERVICES  |
| Radiographic/surgical implant index, by report           | Not Covered            |   |
| Surgical placement of implant                            | Not Covered            |   |
| Bone replacement graft for ridge preservation, per site  | Not Covered            |   |
| Prefabricated abutment,<br>Custom fabricated<br>abutment | Not Covered            |   |
| Repair implant supported prosthesis                      | Not Covered            |   |
| Repair implant abutment                                  | Not Covered            |   |
| Implant removal  | Not Covered            |   |

| SERVICE/PROCEDURE   | CATEGORY<br>OF SERVICE | LIMITATIONS   |
|---|------------------------|---|
| Implant/abutment<br>supported crown or retainer<br>for fixed partial denture  | Major                  | Limited to permanent teeth only.<br>Porcelain is not covered on molars.<br>If titanium or high noble metal (gold) is used, the benefit will be based on the<br>noble metal benefit.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below. |
| Implant/abutment<br>supported fixed and<br>removable dentures for<br>completely or partially<br>edentulous arch   | Major                  | Limited to permanent teeth only.<br>See Dental Prosthesis replacement limitation and missing tooth<br>provision below.  |
|   | ORAL AN                | D MAXILLOFACIAL SURGERY   |
| Non-surgical extractions:<br>Erupted tooth or exposed<br>roots  | Basic                  | Allowance includes the treatment plan, local anesthetic and post-treatment care.  |
| Complex surgical<br>extractions: Surgical<br>removal of erupted teeth,<br>Removal of impacted teeth,<br>Surgical removal of residual<br>tooth roots                           | Major                  | Allowance includes the treatment plan, local anesthetic and post-surgical care.<br>Services listed in this category and related services, may be covered by Your<br>medical plan.   |
| Other complex oral surgical<br>services, including but not<br>limited to: Alveoloplasty,<br>Incision and drainage of<br>abscess, Incisional biopsy<br>of oral tissue.         | Major                  | Allowance includes diagnostic and treatment radiographic images, the treatment plan, local anesthetic and post-surgical care. Services listed in this category and related services, may be covered by Your medical plan.   |
|   | ADJUN                  | CTIVE GENERAL SERVICES  |
| Anesthesia: General<br>anesthesia/deep sedation,<br>Intravenous moderate<br>(conscious) sedation,<br>Non-intravenous<br>(conscious) sedation,<br>Inhalation of nitrous oxide. | Major                  | Covered in conjunction with covered surgical services.  |
| Therapeutic parenteral drugs  | Basic                  | Covered when needed solely for treatment of a dental condition.   |
| Consultations   | Basic                  | Diagnostic consultation with a Dentist other than the one providing treatment.<br>Limited to one consultation for each covered dental specialty in 12 months.<br>Covered only when no other treatment, other than radiographic images, is<br>performed during the visit.  |
|   |                        | ORTHODONTICS  |

| SERVICE/PROCEDURE  | CATEGORY<br>OF SERVICE | LIMITATIONS  |
|--|------------------------|--|
| Limited orthodontic<br>treatment, Interceptive<br>orthodontic treatment,<br>Comprehensive orthodontic<br>treatment | Orthodontic            | Allowed on dependent children up to age 26.<br>Coverage includes treatment plan and records, including initial, interim and final<br>records. Fabrication and insertion of Appliances and periodic visits.<br>Orthodontic retention, including fixed and removable initial Appliances and<br>related visits.<br>Surgical placement of temporary anchorage device.<br>Transseptal fiberotomy. |
| CLEFT LIP/CLEFT PALATE   |                        |  |

Benefits will be paid for orthodontics or dental services needed for treatment of cleft lip or cleft palate or both, for covered dependent children, on the same basis as such covered charges for the diagnosis and treatment of any other dental condition. Subject to all the other terms of this Policy, benefits will be paid for these charges at a payment rate of 50%, subject to a \$50.00 deductible per benefit year, except that any benefits paid for the treatment of cleft lip or cleft palate will not be applied toward any annual or lifetime maximums under this Policy.

Under this plan's dental expense provisions, we don't cover any charges for the medical treatment of cleft lip or cleft palate.

| GENERAL LIMITATIONS                         |  |  |  |  |
|---|--|--|--|--|
| Missing tooth provision                     | A Dental Prosthesis will be covered when replacing a tooth or teeth lost or extracted before being covered under this Plan.  |  |  |  |
| Dental Prosthesis<br>replacement limitation | We will not pay to replace an existing Dental Prosthesis with any Dental Prosthesis unless: (1) it is at least 5 years old and is no longer usable; or (2) it is damaged while in the Covered Person's mouth in an Injury suffered while covered, and cannot be made serviceable. See Dental Prosthesis in the Definitions section of the Certificate. |  |  |  |

#### We will not pay for:

Treatment for which no charge is made. This usually means treatment furnished by: (1) the Covered Person's employer, labor union or similar group, in its dental or medical department or clinic; (2) a facility owned or run by any governmental body; and (3) any public program, except Medicaid, paid for or sponsored by any governmental body.

Treatment needed due to: (1) an on the job or job related Injury; or (2) a condition for which benefits are payable by Worker's Compensation or similar laws.

Any service or procedure or treatment method which does not meet professionally recognized standards of dental practice or which is considered to be experimental in nature.

Any service or procedure performed in conjunction with, as part of, or related to a service or procedure which is not covered by this Plan.

Any service or procedure performed on a tooth or teeth with a guarded, questionable or poor prognosis.

Any restoration, procedure, Appliance or Dental Prosthesis used solely to: (1) alter vertical dimension; (2) restore or maintain occlusion; (3) treat a condition necessitated by attrition or abrasion; or (4) splint or stabilize teeth for periodontal reasons.

Educational services.

Duplication of radiographic images, the completion of claim forms, OSHA or other infection control charges.

Maxillofacial prosthetics that repair or replace facial and skeletal anomalies, maxillofacial surgery, orthognathic surgery or any oral surgery requiring the setting of a fracture or dislocation, that is incidental to or results from a medical condition.

Any service or procedure furnished solely for cosmetic reasons. This includes the characterization and personalization of a Dental Prosthesis, odontoplasty and bleaching of discolored teeth.

Replacement of a lost, missing or stolen Appliance or Dental Prosthesis or the fabrication of a spare Appliance or Dental Prosthesis.

The replacement of extracted or missing third molars/wisdom teeth.

A fixed bridge replacing the extracted portion of a hemisected tooth or the placement of more than one unit of crown and/or bridge per tooth.

Treatment of congenital or developmental malformations, or the replacement of congenitally missing teeth, except for treatment of cleft lip or cleft lip palate or both.

Temporary or provisional Dental Prosthesis or Appliance except interim partial dentures to replace Anterior Teeth extracted while covered under this Plan.

Overdentures and related services, including root canal therapy on teeth supporting an overdenture.

The localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue.

Application of desensitizing medicaments and desensitizing resins for cervical and/or root surface.

Bite registration, bite analysis or occlusion analysis - mounted case.

Detailed and extensive oral evaluations.

Cephalometric radiographic images.

Oral/facial photographic images.

Separate charges for local anesthetic.

Cone beam images.

Pulp vitality tests.

Caries susceptibility tests.

Prescription medication.

Specialized techniques.

Precision attachments.

## CERTIFICATE AND SCHEDULE OF BENEFITS AMENDATORY RIDER

This Rider amends the Certificate and Schedule of Benefits as follows and is effective on the issue date.

This Rider amends the Certificate by replacing the Non-Contracted Dentists provision with the new provision as shown below.

#### **Non-Contracted Dentists**

You may visit any Dentist. After Guardian pays its portion of Covered Charges, You are responsible for the rest. This includes Your Deductible, Copayment, Coinsurance and amounts above the Benefit Year Maximum, as well as, any remaining charges up to the Dentist's total charge for services received.

Your reimbursement will be based on Guardian's fee schedule for Your specific Policy or on the 80th percentile of Guardian's Reimbursement Schedule in the Dentist's zip code. Guardian's Reimbursement Schedule is calculated utilizing a combination of industry, third party and internal data. Please refer to Your Schedule of Benefits.

This Rider amends the Schedule of Benefits by replacing the Covered Charges Reimbursement section with the new section as shown below.

| Benefit Level                    | Tier 1  | Tier 2  |
|----------------------------------|---|---|
| Covered Charges<br>Reimbursement | DentalGuard Preferred Gold - Contracted Fee<br>Schedule   | Non-Contracted Dentist - The 80th percentile of<br>Guardian's Reimbursement Schedule for the<br>Dentist's zip code. |
|                                  | DentalGuard Preferred Silver - Contracted Fee<br>Schedule |   |

Important Notice Regarding Inquires: To obtain information or make a complaint you may call The Guardian's toll-free number at 1-800-459-9401.

This Rider is part of the Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

The Guardian Life Insurance Company of America

M m Pac

Michael Prestileo, Senior Vice President

B434.1541

GC-A-DEN-DG6-20-FL-LG

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# S Guardian<sup>.</sup>

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