# **S** Guardian<sup>®</sup>

# YOUR GROUP INSURANCE PLAN BENEFITS

CITY OF TALLAHASSEE CLASS 0002 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.
00025685/00000.0/ /0002/Y07641/9999999/0000/PRINT DATE: 12/29/21

#### The Guardian Life Insurance Company of America

10 Hudson Yards New York, New York 10001 (212) 598-8000 www.GuardianAnytime.com

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.)

## New Mexico Residents 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



### This Booklet Includes All Benefits For Which You Are Eligible.

You are covered for any benefits provided to you by the policyholder at no cost.

But if you are required to pay all or part of the cost of insurance you will only be covered for those benefits you elected in a manner and mode acceptable to Guardian such as an enrollment form and for which premium has been received by Guardian.

"Please Read This Document Carefully".

#### 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

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

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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.

B400.0016

## CONDITIONS OF ELIGIBILITY FOR GROUP DENTAL INSURANCE COVERAGE

B400.0018

#### **All Options**

#### **Subscriber Eligibility**

You are eligible for Dental coverage if You are:

In an eligible class of Subscribers

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

#### **All Options**

### **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
- 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**

#### When Your Coverage Ends

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

- 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 month in which Your child attains the age limit, except as described in the Dependent Eligibility section.

B434.1243

#### **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 <a href="https://www.GuardianAnytime.com">www.GuardianAnytime.com</a>.

#### Family Medical Leave Of Absence (FMLA)

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.

B400.0122

#### **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

#### Option A

#### 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 <a href="https://www.GuardianAnytime.com">www.GuardianAnytime.com</a> 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.

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 www.GuardianAnytime.com.

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.

B400.0180

Most Dentists file claims electronically or have claim forms on hand. If they don't, You may obtain one by visiting our website at <a href="https://www.GuardianAnytime.com">www.GuardianAnytime.com</a> 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 www.GuardianAnytime.com.

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

#### **All Options**

#### 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

#### **All Options**

#### **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.

B400.0188

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

The Dental Preferred Provider Organization (PPO) is made up of Contracted Dentists in a Covered Person's geographic area. To receive benefits from this Policy, the Covered Person must receive services from a Contracted Dentist. This Policy pays no benefits for the services provided by a Non-Contracted Dentist.

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 <a href="www.GuardianAnytime.com">www.GuardianAnytime.com</a> to confirm your Dentist's tiered participation.

- DentalGuard Preferred Gold
- DentalGuard Preferred Silver

B400.0279

## 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 <a href="www.GuardianAnytime.com">www.GuardianAnytime.com</a> 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.GuardianAnytime.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

#### Options B, C

#### **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.

B400.0190

#### **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.

B400.0191

#### **Pre-Treatment Review**

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.

B400.0222

### Replacing a Prior Policy

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.

B400.0193

#### **DEFINITIONS**

This section defines certain terms appearing in Your Certificate.

B400.0292

#### **All Options**

**Actively Working:** 

Active Work or These terms mean You are able to perform, and are performing, all of the Actively At Work or regular duties of Your work for the Policyholder, at:

- One of the Policyholder's usual places of business;
- Some place where the Policyholder's business requires You to travel; or
- Any other place You and the Policyholder have agreed on for Your work.

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.

B400.0299

#### **All Options**

Coinsurance: This term means the percent of the benefit that Guardian will pay after the

required Deductible has been met.

B400.0303

#### **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**

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.

B400.0305

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 Dentists: 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.

B400.0315

Injury: 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.

B400.0316

#### **All Options**

Late Entrant: This term means a person who: (1) becomes covered by this Policy more

than 30 days after the Covered Person is eligible; or (2) becomes covered again, after the Covered Person's coverage lapsed because he or she did

not make required payments.

B400.0319-R

**All Options** 

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 This term means a licensed Dentist or dental care facility that is not under

**Dentist:** 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** 

Posterior Teeth: This term means the bicuspid (pre-molars) and molar teeth. These are the

teeth located behind the cuspids.

B400.0326

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

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:

B400.0333

#### 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 (a) **About Your Plan** and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the 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.
- 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.

### Your Rights

Enforcement Of 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).

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. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

### Questions

Assistance with 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.

### Claims Procedure

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.

## Determination

Timing For Initial The Benefit Determination period begins when a claim is received. Guardian Benefit will make a Benefit Determination and notify a claimant within a reasonable period of time, but not later than the maximum time period shown below. A written or electronic notification of any adverse Benefit Determination must 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.

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.

### Determination

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

- 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 If a claim is wholly or partially denied, the claimant will have up to 180 days Benefit to make an appeal. Guardian will conduct a full and fair review of an appeal **Determinations** 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 The claimant and the plan may have other voluntary alternative dispute Options 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

# The Guardian Life Insurance Company of America

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

#### **OPTION A**

# GROUP DENTAL INSURANCE COVERAGE SCHEDULE OF BENEFITS

This Schedule of Benefits is attached to the Certificate and is effective the later of: 1) the Policy Effective Date or; 2) the Effective Date of any amendment. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

Benefit Level	Tier 1		
	No benefits are provided if the treating Dentist is not a member of a tier listed under Tier Configuration below.		
Tier Configuration	DentalGuard Preferred Gold Dentists		
	DentalGuard Preferred Silver Dentists		
Guardian's Preferred Provider Organization consists of Dentists configured into various tiers representing specific benefit levels w by geographic location and zip code. Please visit <a href="www.Guard">www.Guard</a>	which will be reimbursed as shown below. Network access varies		
Covered Charges Reimbursement	DentalGuard Preferred Gold - Contracted Fee Schedule		
	DentalGuard Preferred Silver - Contracted Fee Schedule		
Dependent Child Age Limit	26		
PLAN BEI	NEFITS		
Your Benefit Year is the 12 month period which starts on	January 1st and ends on December 31st of each year.		
BENEFIT YEAR	DEDUCTIBLE		
Individual Benefit Year Deductible - A covered family must meet three Individual Benefit Year deductibles in a Benefit Year	\$50.00		
Deductible Waived for Preventive Services	Yes		
Deductible Waived for Basic Services	No		
Deductible Waived for Major Services	No		
Deductible Waived for Orthodontic Services	Yes		
COINSURANCE			
Preventive Services	100%		
Basic Services	50%		

COINSURANCE (Cont.)		
Orthodontic Services	50%	
BENEFIT YEA	R MAXIMUM	
Individual Benefit Year Maximum	\$1,000.00	
LIFETIME N	IAXIMUM	
Orthodontic Lifetime Maximum	\$1,000.00	
Covered charges used to satisfy the Deductible(s	) and Maximum(s) will apply to all benefit levels.	
BENEFIT YEAR MAX	IMUM ROLLOVER	
Rollover Threshold	\$500.00	
Maximum Rollover Reward	\$250.00	
Rollover Account Maximum	\$1,000.00	
LATE ENTRANT PENALTIES		
Preventive Services	None	
Basic Services	6 months	
Major Services	12 months	
Orthodontic Services	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.

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SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS	
	DIAGNOSTIC 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 Emergency palliative treatment	Basic		
Complete series of radiographic images (at least 14 films, including bitewings) and Panoramic radiographic image	Preventive	Limited to 1 in 60 months.	
Intraoral periapical images, Occlusal radiographic images	Preventive	Limited to single films.	
Bitewing radiographic 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 test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy 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.  Also see Periodontal Maintenance under Periodontics.	
Prophylaxis - medically necessary	Preventive	Limited to 1 in 12 months. Covered when needed due to a medical condition.  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. Limited to Covered Persons up to age 16.	

SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS
Space maintainers	Basic	Limited to the initial Appliance only. For Covered Persons up to age 14. Covered when necessary to replace prematurely lost or extracted deciduous teeth. Allowance includes adjustments in the first 6 months after insertion. Limited to a maximum of one bilateral per arch or one unilateral per quadrant.
Minor treatment to control harmful habits	Basic	For Covered Persons up to age 14. Limited to thumbsucking Appliances. Limited to the initial Appliance only.
		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.
		Limited to Anterior Teeth. The benefit for the corresponding amalgam restoration will be allowed on Posterior Teeth. 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 steel crowns, Prefabricated 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 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.

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SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS
Post and core, Core buildup	Major	Covered when done in conjunction with a covered crown or bridge retainer and 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, onlay, labial veneer, crown, 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 - 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 therapy, anterior and bicuspid teeth	Major	
Root canal/endodontic therapy, molar teeth	Major	
Retreatment of previous root canal therapy, anterior and bicuspid teeth	Major	Limited to once per tooth.
Retreatment of previous root canal therapy, molar teeth	Major	Limited to once per tooth.
Apicoectomy, Root amputation, Retrograde filling	Major	Each limited to once per root.
Other endodontic services	Major	
		PERIODONTICS
Non-surgical periodontics documentation of periodontal d	- Allowance inclisease confirmed	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	Major	Limited to 2 prophylaxes or periodontal maintenance in a calendar year.
		Also see Prophylaxis under "Diagnostic and Preventive Services".

SERVICE/PROCEDURE	CATEGORY 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 gingivoplasty (1 to 3 contiguous teeth) or Crown lengthening	Major	Limited to a total of one service, per tooth, in 12 months.
Gingivectomy or Gingivoplasty (4 or more teeth per quadrant), Osseous surgery, Gingival flap procedure, Distal or proximal wedge, or Surgical 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 - 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.
	PROSTHODONTICS	
Fixed partial denture retainer crowns and pontics (Bridge)	Major	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 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 OF SERVICE	LIMITATIONS
Dentures, complete and partial	Major	Allowance includes adjustments done by the Dentist furnishing the denture in the first 6 months after installation and all temporary or provisional dentures. Temporary or provisional full and partial dentures, and interim dentures older than 1 year are considered to be a permanent Dental Prosthesis.  Limited to permanent teeth only.  See Dental Prosthesis replacement limitation and missing tooth 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 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 implant index, by report	Not Covered	
Surgical placement of implant	Not Covered	
Bone replacement graft for ridge preservation, per site	Not Covered	
Prefabricated abutment, Custom fabricated abutment	Not Covered	
Repair implant supported prosthesis	Not Covered	
Repair implant abutment	Not Covered	
Implant removal	Not Covered	

SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS	
Implant/abutment supported crown or retainer for fixed partial denture	Major	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 and missing tooth provision below.	
Implant/abutment supported fixed and removable dentures for completely or partially edentulous arch	Major	Limited to permanent teeth only.  See Dental Prosthesis replacement limitation and missing tooth provision below.	
	ORAL AN	D MAXILLOFACIAL SURGERY	
Non-surgical extractions: Erupted tooth or exposed roots	Basic	Allowance includes the treatment plan, local anesthetic and post-treatment care.	
Complex surgical extractions: Surgical removal of erupted teeth, Removal of impacted teeth, Surgical removal of residual tooth roots	Major	Allowance includes the treatment plan, local anesthetic and post-surgical care. Services listed in this category and related services, may be covered by Your medical plan.	
Other complex oral surgical services, including but not limited to: Alveoloplasty, Incision and drainage of abscess, Incisional biopsy 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.	
	ADJUNCTIVE GENERAL SERVICES		
Anesthesia: General anesthesia/deep sedation, Intravenous moderate (conscious) sedation, Non-intravenous (conscious) sedation, 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. Limited to one consultation for each covered dental specialty in 12 months. Covered only when no other treatment, other than radiographic images, is performed during the visit.	
ORTHODONTICS			

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

#### 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 0%, subject to a none 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 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.	

#### **EXCLUSIONS**

#### 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 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.

Any service or procedure which is not provided by a Dentist in the Tier 1 level and participating in the DentalGuard Preferred Gold, DentalGuard Preferred Silver tier.

# The Guardian Life Insurance Company of America

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

### **OPTION B**

## **GROUP DENTAL INSURANCE COVERAGE SCHEDULE OF BENEFITS**

This Schedule of Benefits is attached to the Certificate and is effective the later of: 1) the Policy Effective Date or; 2) the Effective

	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		
Guardian's Preferred Provider Organization consists of Dentists in the DentalGuard Preferred ("DGP") network. The network is configured into various tiers representing specific benefit levels which will be reimbursed as shown below. Network access varies by geographic location and zip code. Please visit <a href="https://www.GuardianAnytime.com">www.GuardianAnytime.com</a> to confirm your Dentist's tiered participation.			
Covered Charges Reimbursement	DentalGuard Preferred Gold - Contracted Fee Schedule	Non-Contracted Dentist - The 80th percentile of the prevailing fee data for the Dentist's zip code.	
	DentalGuard Preferred Silver - Contracted Fee Schedule		
Dependent Child Age Limit	26	26	
	PLAN BENEFITS		
Your Benefit Year is the 12 month period which starts on January 1st and ends on December 31st of each year.			

BENEFIT YEAR DEDUCTIBLE			
Individual Benefit Year Deductible - A covered family must meet three Individual Benefit Year deductibles in a Benefit Year	\$25.00	\$50.00	
Deductible Waived for Preventive Services	Yes	Yes	
Deductible Waived for Basic Services	No	No	
Deductible Waived for Major Services	No	No	
Deductible Waived for Orthodontic Services	Yes	Yes	

BENEFIT YEAR DEDUCTIBLE (Cont.)				
	COINSURANCE			
Preventive Services	100%	100%		
Basic Services	80%	80%		
Major Services	60%	50%		
Orthodontic Services	50%	50%		
	BENEFIT YEAR MAXIM	UM		
Individual Benefit Year Maximum	\$1,500.00	\$1,500.00		
Preventive services do not apply to the Benefit Year Maximum	Included	Included		
	LIFETIME MAXIMUN	1		
Orthodontic Lifetime Maximum	\$1,500.00	\$1,500.00		
Covered c	harges used to satisfy the Deductible(s) and Max			
	BENEFIT YEAR MAXIMUM R	OLLOVER		
Rollover Threshold	\$700.00	\$700.00		
Maximum Rollover Reward	\$350.00	\$350.00		
Bonus Rollover Reward	\$500.00	\$0.00		
Rollover Account Maximum	\$1,250.00	\$1,250.00		
LATE ENTRANT PENALTIES				
Preventive Services	None	None		
Basic Services	6 months	6 months		
Major Services	12 months	12 months		
Orthodontic 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.

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SERVICE/PROCEDURE	CATEGORY 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 Emergency palliative treatment	Basic		
Complete series of radiographic images (at least 14 films, including bitewings) and Panoramic radiographic image	Preventive	Limited to 1 in 60 months.	
Intraoral periapical images, Occlusal radiographic images	Preventive	Limited to single films.	
Bitewing radiographic 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 test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy 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.  Also see Periodontal Maintenance under Periodontics.	
Prophylaxis - medically necessary	Preventive	Limited to 1 in 12 months. Covered when needed due to a medical condition.  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. Limited to Covered Persons up to age 16.	

SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS
Space maintainers	Basic	Limited to the initial Appliance only. For Covered Persons up to age 14. Covered when necessary to replace prematurely lost or extracted deciduous teeth. Allowance includes adjustments in the first 6 months after insertion. Limited to a maximum of one bilateral per arch or one unilateral per quadrant.
Minor treatment to control harmful habits	Basic	For Covered Persons up to age 14. Limited to thumbsucking Appliances. Limited to the initial Appliance only.
	I.	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.  Limited to Anterior Teeth. The benefit for the corresponding amalgam restoration will be allowed on Posterior Teeth. 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 steel crowns, Prefabricated 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 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.

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SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS	
Post and core, Core buildup	Major	Covered when done in conjunction with a covered crown or bridge retainer and 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, onlay, labial veneer, crown, 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 - 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 therapy, anterior and bicuspid teeth	Major		
Root canal/endodontic therapy, molar teeth	Major		
Retreatment of previous root canal therapy, anterior and bicuspid teeth	Major	Limited to once per tooth.	
Retreatment of previous root canal therapy, molar teeth	Major	Limited to once per tooth.	
Apicoectomy, Root amputation, Retrograde filling	Major	Each limited to once per root.	
Other endodontic services	Major		
		PERIODONTICS	
Non-surgical periodontics documentation of periodontal d	- Allowance inclisease confirmed	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	Major	Limited to 2 prophylaxes or periodontal maintenance in a calendar year.	
		Also see Prophylaxis under "Diagnostic and Preventive Services".	

SERVICE/PROCEDURE	CATEGORY 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 gingivoplasty (1 to 3 contiguous teeth) or Crown lengthening	Major	Limited to a total of one service, per tooth, in 12 months.	
Gingivectomy or Gingivoplasty (4 or more teeth per quadrant), Osseous surgery, Gingival flap procedure, Distal or proximal wedge, or Surgical 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 - 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 (Bridge)	Major	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 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 OF SERVICE	LIMITATIONS
Dentures, complete and partial	Major	Allowance includes adjustments done by the Dentist furnishing the denture in the first 6 months after installation and all temporary or provisional dentures. Temporary or provisional full and partial dentures, and interim dentures older than 1 year are considered to be a permanent Dental Prosthesis.  Limited to permanent teeth only.  See Dental Prosthesis replacement limitation and missing tooth 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 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.
	I	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, Custom fabricated abutment	Not Covered	
Repair implant supported prosthesis	Not Covered	
Repair implant abutment	Not Covered	
Implant removal	Not Covered	

SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS	
Implant/abutment supported crown or retainer for fixed partial denture	Major	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 and missing tooth provision below.	
Implant/abutment supported fixed and removable dentures for completely or partially edentulous arch	Major	Limited to permanent teeth only.  See Dental Prosthesis replacement limitation and missing tooth provision below.	
	ORAL AN	D MAXILLOFACIAL SURGERY	
Non-surgical extractions: Erupted tooth or exposed roots	Basic	Allowance includes the treatment plan, local anesthetic and post-treatment care.	
Complex surgical extractions: Surgical removal of erupted teeth, Removal of impacted teeth, Surgical removal of residual tooth roots	Major	Allowance includes the treatment plan, local anesthetic and post-surgical care. Services listed in this category and related services, may be covered by Your medical plan.	
Other complex oral surgical services, including but not limited to: Alveoloplasty, Incision and drainage of abscess, Incisional biopsy 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.	
	ADJUNCTIVE GENERAL SERVICES		
Anesthesia: General anesthesia/deep sedation, Intravenous moderate (conscious) sedation, Non-intravenous (conscious) sedation, 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. Limited to one consultation for each covered dental specialty in 12 months. Covered only when no other treatment, other than radiographic images, is performed during the visit.	
	•	ORTHODONTICS	

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

#### 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 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.		

#### **EXCLUSIONS**

#### 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 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 SCHEDULE OF BENEFITS**

This Schedule of Benefits is attached to the Certificate and is effective the later of: 1) the Policy Effective Date or; 2) the Effective

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  DentalGuard Preferred Silver Dentists	Non-Contracted Dentists		
Guardian's Preferred Provider Organization consists of Dentists in the DentalGuard Preferred ("DGP") network. The network is configured into various tiers representing specific benefit levels which will be reimbursed as shown below. Network access varies by geographic location and zip code. Please visit <a href="www.GuardianAnytime.com">www.GuardianAnytime.com</a> to confirm your Dentist's tiered participation.				
Covered Charges Reimbursement	DentalGuard Preferred Gold - Contracted Fee Schedule	Non-Contracted Dentist - The 80th percentile of the prevailing fee data for the Dentist's zip code.		
	DentalGuard Preferred Silver - Contracted Fee Schedule			
Dependent Child	26	26		

#### **PLAN BENEFITS**

Your Benefit Year is the 12 month period which starts on January 1st and ends on December 31st of each year.

BENEFIT YEAR DEDUCTIBLE			
Individual Benefit Year Deductible - A covered family must meet three Individual Benefit Year deductibles in a Benefit Year	\$25.00	\$50.00	
Deductible Waived for Preventive Services	Yes	Yes	
Deductible Waived for Basic Services	No	No	
Deductible Waived for Major Services	No	No	
Deductible Waived for Orthodontic Services	Yes	Yes	

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Age Limit

BENEFIT YEAR DEDUCTIBLE (Cont.)				
	COINSURANCE			
Preventive Services	100%	80%		
Basic Services	80%	60%		
Major Services	60%	50%		
Orthodontic Services	50%	50%		
	BENEFIT YEAR MAXIM	UМ		
Individual Benefit Year Maximum	\$1,500.00	\$1,500.00		
Preventive services do not apply to the Benefit Year Maximum	Included	Included		
	LIFETIME MAXIMUN	1		
Orthodontic 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 Reward	\$350.00	\$350.00		
Bonus Rollover Reward	\$500.00	\$0.00		
Rollover Account Maximum	\$1,250.00	\$1,250.00		
LATE ENTRANT PENALTIES				
Preventive Services	None	None		
Basic Services	6 months	6 months		
Major Services	12 months	12 months		
Orthodontic 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.

the most current dental terminology.					
SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS			
DIAGNOSTIC 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 Emergency palliative treatment	Basic				
Complete series of radiographic images (at least 14 films, including bitewings) and Panoramic radiographic image	Preventive	Limited to 1 in 60 months.			
Intraoral periapical images, Occlusal radiographic images	Preventive	Limited to single films.			
Bitewing radiographic 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 test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy 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.  Also see Periodontal Maintenance under Periodontics.			
Prophylaxis - medically necessary	Preventive	Limited to 1 in 12 months. Covered when needed due to a medical condition.  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. Limited to Covered Persons up to age 16.			
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SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS	
Space maintainers	Basic	Limited to the initial Appliance only. For Covered Persons up to age 14. Covered when necessary to replace prematurely lost or extracted deciduous teeth. Allowance includes adjustments in the first 6 months after insertion. Limited to a maximum of one bilateral per arch or one unilateral per quadrant.	
Minor treatment to control harmful habits	Basic	For Covered Persons up to age 14. Limited to thumbsucking Appliances. Limited to the initial Appliance only.	
		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.	
		Limited to Anterior Teeth. The benefit for the corresponding amalgam restoration will be allowed on Posterior Teeth. 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 steel crowns, Prefabricated 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 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 OF SERVICE	LIMITATIONS	
Post and core, Core buildup	Major	Covered when done in conjunction with a covered crown or bridge retainer are 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, onlay, labial veneer, crown, post and core or bridge	Major	If performed more than 12 months after initial insertion.	
	<u> </u>	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 - 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 therapy, anterior and bicuspid teeth	Major		
Root canal/endodontic therapy, molar teeth	Major		
Retreatment of previous root canal therapy, anterior and bicuspid teeth	Major	Limited to once per tooth.	
Retreatment of previous root canal therapy, molar teeth	Major	Limited to once per tooth.	
Apicoectomy, Root amputation, Retrograde filling	Major	Each limited to once per root.	
Other endodontic services	Major		
	1.	PERIODONTICS	
Non-surgical periodontics documentation of periodontal d	s - Allowance inclisease confirmed	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	Major	Limited to 4 prophylaxes or periodontal maintenance in a calendar year.	
		Also see Prophylaxis under "Diagnostic and Preventive Services".	

SERVICE/PROCEDURE	CATEGORY 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 gingivoplasty (1 to 3 contiguous teeth) or Crown lengthening	Major	Limited to a total of one service, per tooth, in 12 months.	
Gingivectomy or Gingivoplasty (4 or more teeth per quadrant), Osseous surgery, Gingival flap procedure, Distal or proximal wedge, or Surgical 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.	
PERIODONTAL SURGERY RELATED			
Occlusal adjustment - 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.	
	· ,	PROSTHODONTICS	
Fixed partial denture retainer crowns and pontics (Bridge)	Major	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 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 OF SERVICE	LIMITATIONS	
Dentures, complete and partial	Major	Allowance includes adjustments done by the Dentist furnishing the denture in the first 6 months after installation and all temporary or provisional dentures. Temporary or provisional full and partial dentures, and interim dentures older than 1 year are considered to be a permanent Dental Prosthesis.  Limited to permanent teeth only.  See Dental Prosthesis replacement limitation and missing tooth 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 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 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, Custom fabricated abutment	Major	See Dental Prosthesis replacement limitation and missing tooth provision below.	
Repair implant supported prosthesis	Major		
Repair implant abutment	Major		

SERVICE/PROCEDURE	CATEGORY OF SERVICE	LIMITATIONS	
Implant removal	Major	Limited to once per tooth per lifetime.	
Implant/abutment supported crown or retainer for fixed partial denture	Major	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 and missing tooth provision below.	
Implant/abutment supported fixed and removable dentures for completely or partially edentulous arch	Major	Limited to permanent teeth only.  See Dental Prosthesis replacement limitation and missing tooth provision below.	
	ORAL AN	D MAXILLOFACIAL SURGERY	
Non-surgical extractions: Erupted tooth or exposed roots	Basic	Allowance includes the treatment plan, local anesthetic and post-treatment care.	
Complex surgical extractions: Surgical removal of erupted teeth, Removal of impacted teeth, Surgical removal of residual tooth roots	Major	Allowance includes the treatment plan, local anesthetic and post-surgical care. Services listed in this category and related services, may be covered by Your medical plan.	
Other complex oral surgical services, including but not limited to: Alveoloplasty, Incision and drainage of abscess, Incisional biopsy 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 anesthesia/deep sedation, Intravenous moderate (conscious) sedation, Non-intravenous (conscious) sedation, 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. Limited to one consultation for each covered dental specialty in 12 months. Covered only when no other treatment, other than radiographic images, is performed during the visit.	
		ORTHODONTICS	

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

#### 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 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.		

#### **EXCLUSIONS**

#### 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 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 Reimbursement	DentalGuard Preferred Gold - Contracted Fee Schedule	Non-Contracted Dentist - The 80th percentile of Guardian's Reimbursement Schedule for the Dentist's zip code.
	DentalGuard Preferred Silver - Contracted Fee 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

Michael Prestileo, Senior Vice President

B434.1541

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

# **S** Guardian

The Guardian Life Insurance Company of America 10 Hudson Yards New York, New York 10001