

DentalGuard Preferred (DGP)

SPD is a quick reference guide to your benefits through the House Staff Benefits Plan. For additional details, call the Benefits Office and ask for the HSBP Plan Documents.

DentalGuard Preferred - This Plan's Dental Preferred Provider Organization

DentalGuard Preferred is the alternate plan to Managed DentalGuard. DentalGuard Preferred is a Preferred Provider Organization which allows the member and eligible dependents greater freedom in choice of dentists, but will also incur greater costs for the services rendered. This plan is designed to provide high quality dental care while controlling the cost of such care. To do this, the plan 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 (PPO).

This plan usually pays a higher level of benefits for covered treatment furnished by a preferred provider. Conversely, it usually pays less for covered treatment furnished by a non-preferred provider.

The DentalGuard Preferred is made up of preferred providers in a covered person's geographic area. Use of the DentalGuard Preferred is voluntary. A covered person may receive dental treatment from any dental provider he or she chooses. And he or she is free to change providers anytime.

When an employee enrolls in this plan, he or she and his or her dependents receive a dental plan ID card and information about current preferred providers.

A covered person must present his or her ID card when he or she uses a preferred provider. Most preferred providers prepare necessary claim forms for the covered person, and submit the forms to Guardian. Guardian sends the covered person an explanation of this plan's benefit payments, but any benefit payable by Guardian is sent directly to the preferred provider.

What Guardian pays is based on all of the terms of this plan. Please read this plan carefully for specific benefit levels, deductibles, payment rates and payment limits.

A covered person may call Guardian at the number shown on his or her ID card should he or she have any questions about this plan.

COVERED CHARGES

If a covered person uses the services of a preferred provider, covered charges are the charges listed in the fee schedule the preferred provider has agreed to accept as payment in full, for the dental services listed in this plan's List of Covered Dental Services.

If a covered person uses the services of a non-preferred provider, covered charges are reasonable and customary charges for the dental services listed in this plan's List of Covered Dental Services.

To be covered by this plan, a service must be: (a) necessary; (b) appropriate for a given condition; and (c) included in the List of Covered Dental Services.

Guardian may use the professional review of a dentist to determine the appropriate benefit for a dental procedure or course of treatment.

By "reasonable," Guardian means the charge is the dentist's usual charge for the service furnished. By "customary," Guardian means the charge made for the given dental condition isn't more than the usual charge made by most other dentists. But, in no event will the covered charge be greater than the 90th percentile of the prevailing fee data for a particular service in a geographic area.

When certain comprehensive dental procedures are performed, other less extensive procedures may be performed prior to, at the same time or at a later date. For benefit purposes under this plan, these less extensive procedures are considered to be part of the more comprehensive procedure. Even if the dentist submits separate bills, the total benefit payable for all related charges will be limited to the maximum benefit payable for the more comprehensive procedure. For example,

osseous surgery includes the procedure scaling and root planing. If the scaling and root planing is performed one or two weeks prior to the osseous surgery, Guardian may only pay benefits for the osseous surgery.

Guardian only pays benefits for covered charges incurred by a covered person while he or she is insured by this plan. A covered charge for a crown, bridge or cast restoration is incurred on the date the tooth is initially prepared. A covered charge for any other dental prosthesis is incurred on the date the first master impression is made. A covered charge for root canal treatment is incurred on the date the pulp chamber is opened. All other covered charges are incurred on the date the services are furnished. If a service is started while a covered person is insured, Guardian will only pay benefits for services which are completed within 31 days of the date his or her coverage under this plan ends. These are sample rates by percentage:

• **Preferred Provider Organization (Benefit Year Cash Deductible for Non-Orthodontic Services)**

For Group I, II and III Services..... None

• **Non-Preferred Provider Benefit Year Cash Deductible for Non-Orthodontic Services**

For Group I Services1..... None

For Group II and III Services..... \$25.00

for each covered person

• **Payment Rates for Services Furnished by a Preferred Provider:**

For Group I Services..... 100%

For Group II Services2..... 100%

For Group III Services3..... 60%

For Group IV Services4 60%

• **Payment Rates for Services Not Furnished by a Preferred Provider:**

For Group I Services..... 100%

For Group II Services..... 80%

For Group III Services..... 50%

For Group IV Services 60%

• **Preferred Provider Benefit Year Payment Limit for Non-Orthodontic Services**

For Group I, II and III Services..... Up to \$2,000.00

• **Non-Preferred Provider Benefit Year Payment Limit for Non-Orthodontic Services**

For Group I, II and III Services..... Up to \$1,000.00

• **Lifetime Payment Limit for Orthodontic Treatment**

For Group IV Services..... Up to \$1,800.00

¹**Group I Services (Basic Services)** include prophylaxis and fluoride treatments, office visits, examinations and evaluations, X-rays and dental sealant treatments.

²**Group II Services (Basic Services)** include diagnostic services, restorative services, crown and prosthodontic restorative services, endodontic services, periodontal services, periodontal surgery, non-surgical extractions, surgical extractions and other surgical services.

³**Group III Services (Major Services)** include major restorative services and prosthodontic services.

⁴**Group IV Services** – orthodontic services.

Alternative Treatment

Alternate Treatment

If more than one type of service can be used to treat a dental condition, Guardian has the right to base benefits on the least expensive service which is within the range of professionally accepted standards of dental practice as determined by Guardian. For example, in the case of bilateral multiple adjacent teeth, or multiple missing teeth in both quadrants of an arch, the benefit will be based on a removable partial denture. In the case of a composite filling on a *posterior tooth*, the benefit will be based on the corresponding amalgam filling benefit.

Note: A covered person may be eligible for a rollover of a portion of his or her unused Benefit Year Payment Limit for Non-Orthodontic Services. See the following:

MAXIMUM ROLLOVER PROVISIONS APPLYING ONLY TO DENTALGUARD PREFERRED MEMBERS

Maximum Rollover: With Maximum Rollover, Guardian will roll over a portion of each member's unused annual maximum, called the Maximum Rollover Amount, into his or her Maximum Rollover Account (MRA). The MRA can be used in future years, if a member reaches the plan's Annual Maximum. Maximum rollover does not apply to Orthodontic Services.

Even better, if a member uses the services of Preferred Providers exclusively during the benefit year, we'll increase the amount credited to his or her MRA to the In-network Only Maximum Rollover Amount.

To qualify, a member must submit a claim and not exceed the paid claims Threshold during the benefit year. The employee and each insured dependent maintain separate MRAs based on their own claim activity. Each member's MRA may not exceed the MRA limit.

PLAN ANNUAL MAXIMUM	THRESHOLD	MAXIMUM ROLLOVER AMOUNT OUT OF NETWORK	IN-NETWORK ONLY MAXIMUM ROLLOVER AMOUNT	MAXIMUM ROLL-OVER ACCOUNT LIMIT
\$1000	\$500	\$250	\$350	\$1000

- An employee joining the plan as a new entrant with 3 months or less remaining in the benefit year: the MRA accumulation will begin as of the first full benefit year. (Example: An Employee joining in November of 2008, claim activity in 2009 will be used and applied to MRAs for use in 2010).
- Children are covered up to age 19, or 23 if a full-time student.
- Your non-network service charges will be paid for only up to the maximum fee level established with our contracted network dentists. Any amount that is charged over the fee schedule is the responsibility of the patient.
- Dental Claims - P. O. Box 2459, Spokane, WA 99210-2459, ph: 1-800-541-7846, fax: 509-468-4590.
- Guardian has contracted with dental providers to provide discounts off services and procedures to Guardian dental plan members. To locate a provider, please reference the On-Line Provider Directory at www.GuardianLife.com.
- Pre-determination Review - Guardian will gladly assist you and your dentist by determining what benefits could be payable for services and procedures over \$300. Have your dentist fax your treatment plan to Guardian, note that it is a pre-determination review and we will let your dentist know what benefits would be payable.
- **Special Limitation:** Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he or she became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan.

DentalGuard General Limitations and Exclusions: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles may apply for some options. The plan does not pay for: oral hygiene services (except as covered under preventive services), cosmetic or experimental treatments, any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage.

Additional Information

For additional information about dental benefits, call Guardian Member Services at 1-888-618-2016.

DISCOUNT - THIS IS NOT INSURANCE

Discounts on Dental Services Not Covered by This Plan

A covered person under this plan can receive discounts on certain services not covered by this plan, as described below, if:

- (a) he or she receives services or supplies from a dentist that is under contract with DentalGuard Preferred Provider Organization network; and
- (b) the service or supply is on the fee schedule the dentist has agreed to accept as payment in full as a member of the DentalGuard Preferred network.

The services described in this provision are not covered by this plan. The covered person must pay the entire discounted fee directly to the dentist. There is no need to file a claim.

When a person is no longer covered by this plan, access to the network discounts ends.

Discounts on Services Not Covered Due to Contractual Provisions

If a covered person receives dental services from a dentist who is under contract with Guardian's DentalGuard Preferred PPO, such services will be provided at the discounted fee the dentist agreed to accept as payment in full as a member of DentalGuard Preferred network, even if such services are not covered by the plan due to:

- Meeting the plan's benefit year payment limit provision;
- Frequency limitations; or
- Plan exclusions, such as dental implants.

CERTIFICATE AMENDMENT

This Preferred Provider plan is amended so that if a covered person is injured because of a third party's wrongful act or negligence: Guardian will pay medical, dental or loss of earnings benefits for the injury, to the extent otherwise covered by this plan, if the covered person: (a) agrees in writing to Guardian being subrogated to any recovery or right of recovery the covered person has against that third party; (b) does not take any action which would prejudice Guardian's subrogation rights; and (c) cooperates in doing what is reasonably necessary to assist us in any recovery; Guardian will be subrogated only to the extent of benefits paid by this plan because of that injury; and Guardian will be subrogated only when the amounts (or portion) received by the covered person through a third party settlement or satisfied judgment is specifically identified as amounts paid as benefits under this plan.

As used in this rider: "Subrogation" means Guardian's right to recover any benefit payments made under this plan: because of an injury to a covered person caused by a third party's wrongful act or negligence; and which the covered person later recovers from the third party or the third party's

insurer. "Third Party" means any person or organization other than Guardian, the employer or the covered person. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

REQUIRED DISCLOSURE STATEMENT For Group Plan No.: G -00417732-HC

This section is a short summary of the benefits this Plan provides. These benefits, including any exclusions and limitations, are fully explained in the HSBP Plan Documents. Please contact the Plan Benefits Office for more details. This Plan provides the following health insurance benefits: Dental Expense Insurance (defined as Dental Insurance by the New York State Insurance Department). This Plan does not provide Basic Hospital Insurance, Basic Medical Insurance, Medicare Supplement Insurance, or Major Medical Insurance, as defined by the New York State Insurance Department

Notice: The above statements are not part of the group policy. The group policy alone determines the rights and duties of: (a) the employer to whom this plan is issued; (b) the policyholder (if other than such employer); (c) Guardian; and (d) any person covered by this plan.

DENTAL BENEFIT (SUPPLEMENTAL)

(This Benefit is insured through HSBP)

Dental Indemnity Plan or the Maximum Allowable Charge/Preferred Provider Option

If the participant or eligible dependent is enrolled in the Dental Indemnity Plan or the DentalGuard Preferred, this supplement will pay an additional 20% of the amount reimbursed by the dental carrier for covered services. This 20% supplement will be calculated based on the total reimbursements received under the Dental Plan during the benefit year. The maximum supplement per person per benefit year is 20% of \$5,000 in reimbursements, or \$1,000 per person per benefit year. In no way will the reimbursements be more than what was paid out of pocket.

Managed DentalGuard

If the participant or eligible dependent is enrolled in the Managed DentalGuard, this supplement will pay 20% of what the participant has paid in connection with receipt of covered Managed DentalGuard. Your eligible provider must complete your claim form(s) with the exact date(s), diagnosis and procedure codes for which services were rendered. Only services that are covered by your dental carrier will be reimbursed by the Plan. Original copies of your receipts for eligible dental expenses should be submitted to the Benefits Plan Office with the appropriate claim form. The maximum supplement per person per benefit year is 20% of \$5,000 in reimbursements, or \$1,000 per person per benefit year.

The Managed DentalGuard, Indemnity or DentalGuard Preferred reimbursements in combination cannot exceed the maximum supplement per person per benefit year of \$1,000.

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