

## The Guardian Life Insurance Company of America

A Mutual Company – Incorporated 1860 by the State of New York  
7 Hanover Square New York, New York 10004

### INDIVIDUAL DENTAL INSURANCE POLICY

**POLICYOWNER:** Refer to Your ID card

**INDIVIDUAL POLICY NUMBER:** Refer to Your ID card

**EFFECTIVE DATE:** Refer to Your ID card

**POLICY ANNIVERSARY:** 12 months from Your Effective Date of Coverage

The Guardian Life Insurance Company (“Guardian”) certifies that You are being issued this Policy as the Policyowner for the Dental Insurance described in this Policy. This Policy includes the Schedule of Benefits for the Policy.

#### TERM OF POLICY – RENEWAL PRIVILEGE

This Policy is issued for a term of one year from the Policy Effective Date. All Policy years and Policy months will be calculated from the Policy Effective Date. All periods of insurance will begin and end at 12:01 AM Standard Time at Your place of residence, subject to the Grace in Payment of Premiums.

You may renew this Policy for a further term by timely payment of renewal, unless We send You prior notice of Our intention not to renew. If We do refuse, We must do so on all Policies of this form issued under the same class in Your state. At least 60 days prior to the Policy renewal date, We will send written notice of non-renewal to Your last known address shown on record. Non-renewal will not affect any otherwise valid claim that starts while this Policy is in force.

We reserve the right to change rates on this Policy issued to persons of the same class in Your state. If We do raise Your premium due to a change in rates, then at least 60 days prior to Your renewal date, We will send written notice to You at Your last known address shown on record.

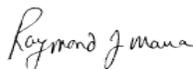
#### TEN-DAY RIGHT TO EXAMINE POLICY

You have the right to return this Policy to Guardian within 10 days of receipt, and to have the premium refunded if, after examination, You are not satisfied with this Policy for any reason. You must notify Us in writing if You chose to return this Policy.

This Policy is governed by the laws of the State of Maryland.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of the Effective Date approved by Us, which is its date of issue.

**The Guardian Life Insurance Company of America**



Raymond Marra  
Senior Vice President, Group Products and Marketing

**PLEASE READ THIS POLICY CAREFULLY.**

**This Policy is not a Medicare supplement Policy. It is not designed to fill the 'gaps' of Medicare. If You are eligible for Medicare, review the Medicare supplement buyer's guide available from the company.**

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## **GENERAL PROVISIONS**

### **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 Policy is to be issued;
- Waive or alter any Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the Policy 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 Policy or waive any of its provisions.

### **Time Limit on Certain Defenses**

A misstatement by You in any application for this Policy may be used to void this Policy or to deny a claim. This action may be taken in the first two years of Your coverage. After the two-year period, this action may be taken only for a fraudulent misstatement.

No claim for loss incurred commencing after the Policy Effective Date shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description on the date of loss had existed prior to the Policy Effective Date.

### **Premiums**

The premium is due on the Policy Effective Date. Subsequent premiums are due on the first day of each monthly premium period. Your premium may be adjusted from time to time based on different factors including, but not limited to, Your geographic area, age, and plan design. All premium adjustments will be made to individuals on the basis of shared characteristics. The premium may also change if You add or delete dependents, move to another zip code or otherwise change the coverage.

We may change such rates: (1) on the first day of any Policy month; (2) on any date the extent or terms of coverage for You are changed by amendment of this Policy; (3) on any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or (4) on any date that a change in federal or state laws, insurance programs or retirement benefits would impact Our liability.

### **Grace in Payment of Premiums**

A grace period of 31 days, without interest charge, will be allowed for each premium payment except the first, during which this Policy shall continue in force. If any premium is not paid before the end of the grace period, this Policy ends at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends on any date when the coverage under this Policy ends and as a result, no benefits remain in effect under this Policy.

## **Reinstatement**

If any renewal premium is not paid within the time granted to You for payment, a subsequent acceptance of premium by Us or by any insurance producer duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such insurance producer require an application for reinstatement and We issue a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth (45th) day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application. The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten days after such date. In all other respects You and We shall have the same rights thereunder as We had under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

## **Entire Contract**

This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of Guardian and unless such approval be endorsed hereon or attached hereto. No insurance producer has authority to change this Policy or to waive any of its provisions.

We can amend this Policy at any time: (1) upon written request made by You and agreed to by Us; (2) on any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or (3) on any date on which Our contractual relationship with any vendor supplying services or supplies with respect to this Policy changes.

If We amend the Policy, except upon request made by You, We will give You written notice of such change. Any amendments to this Policy will be without prejudice to any claim arising prior to the date of the change.

No change that reduces or eliminates coverage will be made unless We receive Your signed acceptance.

## **Clerical Error – Misstatements of Age**

Neither clerical errors by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. If Your age has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. If Your age is misstated and, according to Your correct age, the coverage provided by the Policy would not have become effective or would have ceased before the acceptance of a premium for the Policy, Our liability is limited to the refund, on request, of the premiums paid for the period not covered by the Policy.

## **Assignment**

Your rights to benefits under this Policy are not assignable. But, You may direct Us, in writing, to pay dental benefits to the recognized Dentist who provided the covered service for which benefits became payable. We may honor such request at Our option. You may not assign Your or Your dependent's right to take legal action under this Policy to such Dentist. And, We assume no responsibility as to the validity or effect of any such direction.

Assignment or transfer of Your interest under this Policy will not bind Us without Our written consent.

## **Notices**

From time to time We may provide You with notices that are needed due to state or federal requirements.

## **Claims of Creditors**

Except when prohibited by the laws of the jurisdiction in which this Policy was issued, the insurance and other benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of You and Your dependents or their beneficiaries.

## **Conformity with Law**

If the provisions of this Policy do not conform to the requirements of any state or federal law or regulation that applies, any such provision is changed to conform to the requirements of that law or regulation.

## **Physical Examinations and Autopsy**

We, at Our own expense, shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **ELIGIBILITY FOR INDIVIDUAL DENTAL INSURANCE COVERAGE**

### **Who May Enroll**

You and any of Your eligible dependents may enroll in this plan.

You must enroll for a minimum of 12 months.

### **Eligible Dependents**

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; and
  - A grandchild who is under age 26 and who is in Your court-ordered custody; and
  - A minor in Your custody as a result of a guardianship, other than a temporary guardianship of less than 12 months duration, granted by court or testamentary appointment, as of the date of the court order or testamentary appointment; and
  - A full-time student who is at least age 26 and who is under age 30; and
  - An unmarried 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 31 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.

In any case, except dependent children who are full-time students, the child must depend on You for most of their support.

### **When Coverage Starts**

Coverage will begin on the first day of the month following the date Your premium payment is received by Guardian as long as the premium is received on, or before, the 25<sup>th</sup> day of the preceding month.

When You become eligible, You may enroll for dental insurance by completing the required enrollment application and sending the completed form to Us on a timely basis.

In order for Your dependent coverage to start, You must also be covered under this Policy.

If You initially waive dependent dental coverage under this Policy because Your dependent(s) were covered under another dental plan, You can enroll Your dependent(s) under this Policy if his or her dental coverage will end due to one of the following Qualifying Events:

- Termination of Your Spouse's employment.
- Loss of eligibility under Your Spouse's dental plan.
- Divorce.
- Death of Your Spouse.
- Termination of the other dental plan.
- Any other event as required by state or federal law.

However, You must enroll Your dependent(s) under this Policy within 30 days of the Qualifying Event.

### **When Coverage Ends**

Your coverage ends on:

- The date You request termination of this Policy by prior notice to Us. This request must be submitted to Us in writing 31 days prior to the termination date; or
- The last day of the period for which required payments are made for You shown in the Grace in Payment of Premiums; or
- The renewal date on which Our refusal to renew is effective; or
- The date You no longer reside in the United States of America.

If You or Your dependent(s) disenroll in coverage for any reason, a 12-month waiting period will need to be met before You or Your dependent(s) would be eligible to re-enroll in the Policy. The 12-month waiting period starts from the date of cancellation.

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

- When Your coverage ends.
- The last day of the period for which required payment is made for Your dependent(s) shown in the Grace in Payment of Premiums.

- For Your child, on the last day of the month in which he or she attains the age limit, except as described in the “Eligible Dependents” section. Your child may be eligible to enroll in an individual dental plan of their own.
- For Your Spouse, on the last day of the month in which Your marriage ends in legal divorce or annulment. Your Spouse may be eligible to enroll in an individual dental plan of their own.

### **Termination of Policy**

If the required premium is not paid, Your coverage may be canceled not less than 31 days after the premium was due.

You and Your dependents will not be able to re-enroll for dental coverage with Guardian for 12 months after the date of cancellation unless You do not have a lapse in coverage.

### **Service Waiting Period**

You and Your dependents are eligible for dental benefits under this Policy after You and Your dependents complete the service waiting period. Service waiting periods are shown in the Schedule of Benefits.

### **DENTAL CLAIM PROVISIONS**

Your right to make a claim for any dental benefits provided by this Policy is governed as follows.

#### **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 [mydental.guardianlife.com](http://mydental.guardianlife.com) or You may call Our customer service department at (866)-569-9900 or the toll-free number listed on Your ID card. We will furnish You a claim form within 15 days of Your request. If a claim form is not provided within 15 days of Your request You shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

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. Your dentist must submit Your claim within 180 days from the date of service.

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 [mydental.guardianlife.com](http://mydental.guardianlife.com).

We may refuse to send payment directly to a Non-Contracted Dentist if:

- We receive notice of the assignment of benefits after the time payment was sent to You;
- We previously paid You due to an inadvertent administrative error;
- You withdraw the assignment of benefits before payment is made to a Non-Contracted Dentist;  
or
- You paid the Non-Contracted Dentist the full amount due at the time of service.

## **Notice of Claim**

Written notice of claim must be given to Us within twenty (20) days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on Your behalf or the beneficiary to Us at the address shown on the Guardian claim form or You can obtain our address on the Guardian website at [mydental.guardianlife.com](http://mydental.guardianlife.com), or to any Guardian authorized insurance producer, with information sufficient to identify the insured, shall be deemed notice to Us.

## **Proofs of Loss**

Written proof of loss must be furnished to Us at the address shown on the Guardian claim form or You can obtain our address on the Guardian website at [mydental.guardianlife.com](http://mydental.guardianlife.com) in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which We are liable and in case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

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.

## **Payment of Claims**

We will pay dental benefits as soon as We receive written proof of claim, subject to all the terms and conditions of this Policy.

If You are not living, dental benefits will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to You unless You have assigned benefits to your Dentist.

## **Change of Beneficiary**

The right to change a beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

## **Legal Actions**

No legal action against this Policy shall be brought until 60 days from the date the proof of claim has been given as shown above. No legal action shall be brought against this Policy after three years after written proof of loss is required to be furnished.

## **Workers' Compensation**

The dental benefits provided by this Policy are not in place of and do not affect requirements for coverage by Workers' Compensation.

## **DENTAL BENEFIT PROVISIONS**

We pay benefits for covered charges incurred by You and Your dependents as explained in the Schedule of Benefits. What We pay and terms for payment are explained below.

You may visit any Dentist. After Guardian pays its portion of the covered charges, You are responsible for the rest. This includes Your Deductible, Coinsurance and amounts above the Benefit Year Maximum and Lifetime Maximum (if applicable), 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. Please refer to Your Schedule of Benefits.

### **How to Contact Guardian**

Our customer service associates can assist You with benefit coverage questions, resolving problems and selecting or changing a Dentist. A customer service associate can be reached toll free Monday through Friday at (866) 569-9900 from 6:00 am to 6:00 pm, Pacific Standard Time. You may also access Our website at [mydental.guardianlife.com](http://mydental.guardianlife.com).

### **Appeals Process for Adverse Decisions or Grievance Decisions**

All grievances regarding dental care service adverse decisions will be handled by Guardian as explained below.

For dental care services under review, the adverse decision will be made by a licensed Dentist, or a panel of other appropriate dental care service reviewers with at least one licensed Dentist on the panel.

For any dental care service being reviewed by a panel of appropriate dental care service reviewers, there will be at least one physician or Dentist on the panel who did not render the adverse decision.

#### **Definitions:**

"Adverse decision" means a utilization review determination by a private review agent or Guardian that:

- a proposed or delivered dental care service which would otherwise be covered under the covered person's contract is not or was not medically necessary, appropriate, or efficient; and
- may result in non-coverage of the dental care service.

"Compelling Reason" means that the potential delay in receipt of a dental care service until after the member or Dentist exhausts the internal grievance process and obtains a final decision under the grievance process could result in loss of life, serious impairment to a bodily function, serious dysfunction of a bodily organ, or the member remaining seriously mentally ill with symptoms that cause the member to be in danger to self or others.

"Complaint" means a protest filed with the Insurance Commissioner involving an adverse decision or grievance decision concerning a covered person.

"Emergency case" means a case that qualifies for an expedited review because:

- an adverse decision has been made for dental care services that are proposed but have not been delivered; and
- the services are necessary to treat a condition or illness that, without immediate medical attention, would:
  - seriously jeopardize the life or health of the covered person or his or her ability to regain maximum function; or
  - cause the covered person to be a danger to himself or herself or to others.

"Filing date" means the earlier of:

- 5 days after the date of mailing; or
- the date of receipt.

"Grievance" means a protest filed by a covered person, a covered person's representative or dental care provider with Guardian under its internal grievance process regarding an adverse decision concerning the covered person.

"Grievance decision" means a final determination by Guardian that arises from a grievance filed with Guardian under its internal grievance process regarding an adverse decision concerning the covered person.

"Dental care provider" means:

- an individual who is licensed under the Health Occupations Article to provide dental care services in the ordinary course of business or practice of a profession and is a treating provider of the covered person; or
- a hospital, as defined in §19-301 of the Health-General Article; and
- for purposes of this provision, is acting on behalf of the covered person.

"Dental care service" means a dental care procedure or service rendered by a dental care provider that:

- provides testing, diagnosis, or treatment of a human disease or dysfunction; or
- dispenses drugs, medical devices, medical appliances, or medical goods for the treatment of a human disease or dysfunction; or
- provides any other care, service, or treatment of disease or injury, the correction of defects, or the maintenance of the physical and mental well-being of a covered person.

"Representative" means a person who has been authorized by the covered person to file a grievance or a complaint on his or her behalf.

#### **Notice of Adverse Decision**

Except in emergency cases as described below, written notice of Guardian's or a private review agent's adverse decision will be sent to the covered person, or a covered person's representative and a dental care provider within 5 working days after the adverse decision has been orally communicated to the covered person, a covered person's representative and a dental care provider.

Notice of the adverse decision will:

- state the specific factual bases for the decision, in clear, understandable language;
- state the specific criteria and standards, including interpretive guidelines, on which the adverse decision was based and will not solely use generalized terms such as "experimental procedure not covered", "cosmetic procedure not covered", "service included under another procedure", or "not medically necessary";
- include the name, address and telephone number of the Guardian representative who has responsibility for the internal grievance process;
- include a copy of Guardian's internal grievance process and procedures;
- state that the covered person, a covered person's representative or dental care provider has the right to file a complaint with the Insurance Commissioner within 4 months after receipt of a grievance decision;
- provide the name, address, phone and fax number for the covered person or covered person's representative to contact and file a complaint with the Insurance Commissioner
- state that a complaint may be filed without first filing a grievance if the covered person, a covered person's representative or a dental care provider can demonstrate a Compelling Reason to do so as determined by the Insurance Commissioner.
- provide a disclosure that the Health Advocacy Unit of Maryland's Consumer Protection division is available to assist the covered person or covered person's representative with mediating and filing a grievance under Guardian's internal grievance process. This Unit may be reached as shown below.

- provide a disclosure that the Health Advocacy Unit is available to assist the covered person or covered person's representative in filing a complaint with the commissioner. Such statement shall include the name, address, telephone number, facsimile number and electronic mail address of the Health Advocacy Unit. This Unit may be reached as shown below:

Health Education and Advocacy Unit  
 Consumer Protection Division  
 Office of the Attorney General  
 200 St. Paul Place, 16th Floor  
 Baltimore MD 21202  
 Phone: 410-528-1840 or toll free 1-877-261-8807  
 Fax: 410-576-6571  
 Email: heau@oag.state.md.us

- provide a disclosure indicating that when filing a complaint with the Commissioner the covered person or covered person's representative will be required to authorize the release of any medical records of the covered person that may be required to be reviewed for the purpose of reaching a decision on the complaint.

### **Adverse Decision Grievance Procedures**

The following procedures are available to a covered person, the covered person's representative or dental care provider:

If a covered person, the insured person's representative or a dental care provider does not agree with an adverse decision, the covered person, a covered person's representative or a dental care provider may submit a grievance under Guardian's Standard Grievance Procedures as explained below.

If qualified, a covered person, a covered person's representative or dental care provider may submit a grievance under Guardian's Expedited Grievance

Procedures as explained below.

### **Standard Grievance Procedures**

The covered person, a covered person's representative or a dental care provider must file a grievance in writing concerning an adverse decision. The grievance must be filed within 180 days of the date of receipt of an adverse decision for retrospective denials.

The covered person or dental care provider may submit any documentation to support a grievance that the parties believe is relevant. However, the grievance should contain sufficient detail to identify the nature of the problem.

The grievance should be sent to:

The Guardian Life Insurance Company of America  
 Appeals Department  
 PO Box 254888  
 Sacramento, CA 95865-9005  
 Phone: 866-569-9900  
 Fax: 916-388-3604

The written grievance will be referred to a Health or Dental Review Specialist. In resolving the grievance, best efforts are made to obtain all relevant information, including clinical records.

Additional information should be sent to:

The Guardian Life Insurance Company of America  
 Appeals Department  
 PO Box 254888  
 Sacramento, CA 95865-9005  
 Phone: 866-569-9900

Fax: 916-388-3604

The Health Advocacy Unit is available to assist the covered person or covered person's representative in filing a grievance under Our internal grievance process. Such statement shall include the name, address, telephone number, facsimile number and electronic mail address of the Health Advocacy Unit. This Unit may be reached as shown below:

Health Education and Advocacy Unit  
Consumer Protection Division  
Office of the Attorney General  
200 St. Paul Place, 16th Floor  
Baltimore MD 21202  
Phone: 410-528-1840 or toll free 1-877-261-8807  
Fax: 410-576-6571  
Email: heau@oag.state.md.us

A grievance decision will be sent in writing to all parties within thirty (30) working days after the filing date of a grievance concerning services not yet rendered, or within thirty (30) working days after the filing date of the grievance concerning services which have already been rendered unless: (1) the grievance involves an emergency case, (2) You or Your representative, or a dental care provider filing a grievance on Your behalf agrees in writing to an extension for a period of no longer than 30 working days, or (3) the grievance involves a retrospective denial. A grievance decision will be sent in writing to all parties within forty-five (45) working days after the date on which the grievance is filed when the grievance involves a retrospective denial.

#### **Notice of Grievance Decision**

After oral communication of the decision to the covered person, a covered person's representative or a dental care provider, the Dental Review

Specialist will send written notice of the grievance decision to the covered person, a covered person's representative or a dental care provider within five (5) working days after the grievance decision is made.

Notice of the grievance decision will include:

- a detailed explanation stated in clear, understandable language of the specific factual bases for the decision, including the specific criteria and standards, including interpretive guidelines, on which the decision was based and will not solely use generalized terms such as "experimental procedure not covered", "cosmetic procedure not covered", "service included under another procedure", or "not medically necessary";
- the name, address and telephone number of the Guardian representative who has responsibility for the internal grievance process;
- a statement advising that the covered person, a covered person's representative or dental care provider may file a complaint with the Insurance Commissioner within 4 months after receipt of the grievance decision.
- the Insurance Commissioner may be reached at:  

Maryland Insurance Administration  
Appeal and Grievance Unit  
200 St. Paul Place, Suite 2700  
Baltimore MD 21202-2272  
Phone: 410-468-2000 or toll free 1-800-492-6116  
Fax: 410-468-2270
- a disclosure that assistance is available through the Health Advocacy Unit of Maryland's Consumer Protection Division if the covered person or covered person's representative wish to file a complaint with Commissioner. Such statement shall include the name, address, telephone number, facsimile number and electronic mail address of the Health Advocacy Unit;

- The Health Advocacy Unit may be reached as shown below:

Health Education and Advocacy Unit  
 Consumer Protection Division  
 Office of the Attorney General  
 200 St. Paul Place, 16th Floor  
 Baltimore MD 21202  
 Phone: 410-528-1840 or toll free 1-877-261-8807  
 Fax: 410-576-6571  
 Email: heau@oag.state.md.us;

- a statement that Guardian will be responsible for a violation of these requirements regardless of the delegation made with respect to the grievance decision.

If within 5 working days after a covered person, the covered person's representative, or a dental care provider, who has filed a grievance on behalf of a member, files a grievance with the Guardian, and if Guardian does not have sufficient information to complete its internal grievance process, Guardian shall:

- notify the covered person, the covered person's representative, or the dental care provider that is cannot proceed with reviewing the grievance unless additional information is provided; and
- assist the covered person, the covered person's representative, or the dental care provider in gathering the necessary information without further delay.

**Expedited Grievance Procedures - Emergency Case**

The covered person, a covered person's representative or a dental care provider may file a grievance in writing or orally upon receipt of an adverse decision in an emergency case.

The grievance should be sent to the Guardian representative who is responsible for Guardian's internal grievance procedures:

- by telephone or sent by facsimile to the numbers provided in the notice of adverse decision; and
- must include a telephone number where the covered person, a covered person's representative or a dental care provider may be reached. The grievance will be referred to a Dental Review Specialist. In resolving the grievance, best efforts will be made to obtain all relevant information, including clinical records. Guardian will orally communicate the grievance decision to the covered person, a covered person's representative or a dental care provider within 24 hours of receipt of the grievance.

Within 1 day after oral communication has been made, written notice of the adverse decision or grievance decision will be sent to the covered person, a covered person's representative or a dental care provider. The notice will include:

Notice of the adverse decision will:

- state the specific factual bases for the decision, in clear, understandable language;
- state the specific criteria and standards, including interpretive guidelines, on which the adverse decision was based and will not solely use generalized terms such as "experimental procedure not covered", "cosmetic procedure not covered", "service included under another procedure", or "not medically necessary";
- include the name, address and telephone number of the Guardian representative who has responsibility for the internal grievance process;
- include a copy of Guardian's internal grievance process and procedures;
- state that the Covered Person, a Covered Person's representative or dental care provider has the right to file a complaint with the Insurance Commissioner within 4 months after receipt of a grievance decision;
- provide the name, address, phone and fax number for the Covered Person or Covered Person's representative to contact and file a complaint with the Insurance Commissioner

- state that a complaint may be filed without first filing a grievance if the Covered Person, a Covered Person's representative or a dental care provider can demonstrate a Compelling Reason to do so as determined by the Insurance Commissioner.
- provide a disclosure that the Health Advocacy Unit of Maryland's Consumer Protection division is available to assist the Covered Person or Covered Person's representative with mediating and filing a grievance under Guardian's internal grievance process. This Unit may be reached as shown below.
- provide a disclosure that the Health Advocacy Unit is available to assist the Covered Person or Covered Person's representative in filing a complaint with the commissioner. Such statement shall include the name, address, telephone number, facsimile number and electronic mail address of the Health Advocacy Unit. This Unit may be reached as shown below:

Health Education and Advocacy Unit  
 Consumer Protection Division  
 Office of the Attorney General  
 200 St. Paul Place, 16th Floor  
 Baltimore MD 21202  
 Phone: 410-528-1840 or toll free 1-877-261-8807  
 Fax: 410-576-6571  
 Email: heau@oag.state.md.us

- provide a disclosure indicating that when filing a complaint with the Commissioner the Covered Person or Covered Person's representative will be required to authorize the release of any medical records of the Covered Person that may be required to be reviewed for the purpose of reaching a decision on the complaint.

Notice of the grievance decision will include:

- a detailed explanation stated in clear, understandable language of the specific factual bases for the decision, including the specific criteria and standards, including interpretive guidelines, on which the decision was based and will not solely use generalized terms such as "experimental procedure not covered", "cosmetic procedure not covered", "service included under another procedure", or "not medically necessary";
- the name, address and telephone number of the Guardian representative who has responsibility for the internal grievance process;
- a statement advising that the Covered Person, a Covered Person's representative or dental care provider may file a complaint with the Insurance Commissioner within 4 months after receipt of the grievance decision;
- the Insurance Commissioner may be reached at:

Maryland Insurance Administration  
 Appeal and Grievance Unit  
 200 St. Paul Place, Suite 2700  
 Baltimore MD 21202-2272  
 Phone: 410-468-2000 or toll free 1-800-492-6116  
 Fax: 410-468-2270;

- a disclosure that assistance is available through the Health Advocacy Unit of Maryland's Consumer Protection Division if the Covered Person or Covered Person's representative wish to file a complaint with Commissioner. Such statement shall include the name, address, telephone number, facsimile number and electronic mail address of the Health Advocacy Unit;
- The Health Advocacy Unit may be reached as shown below:

Health Education and Advocacy Unit  
 Consumer Protection Division  
 Office of the Attorney General

200 St. Paul Place, 16th Floor  
Baltimore MD 21202  
Phone: 410-528-1840 or toll free 1-877-261-8807  
Fax: 410-576-6571  
Email: heau@oag.state.md.us;

- a statement that Guardian will be responsible for a violation of these requirements regardless of the delegation made with respect to the grievance decision.

If within 5 working days after a Covered Person, the Covered Person's representative, or a dental care provider, who has filed a grievance on behalf of a member, files a grievance with the Guardian, and if Guardian does not have sufficient information to complete its internal grievance process, Guardian shall:

- notify the Covered Person, the Covered Person's representative, or the dental care provider that it cannot proceed with reviewing the grievance unless additional information is provided; and
- assist the Covered Person, the Covered Person's representative, or the dental care provider in gathering the necessary information without further delay.

#### **Insurance Commissioner Complaints:**

A covered person, a covered person's representative or a dental care provider may file a complaint directly with the Insurance Commissioner within 4 months of receipt of a grievance decision. A complaint may also be filed:

- prior to completion of the grievance process if the complaint demonstrates that a delay in dental treatment could result in:
  - loss of life;
  - serious impairment to a bodily function;
  - serious dysfunction of a bodily organ.
  - the covered person remaining seriously ill with symptoms that cause him or her to be a danger to himself or herself or others.
- if the covered person, a covered person's representative or dental care provider does not receive a grievance decision:
  - on or before the 30th day after the filing date of a grievance concerning services not yet rendered, or;
  - on or before the 30th day after the filing date of a grievance concerning services which have already been rendered.
  - for emergency cases, within 24 hours after filing the grievance.
- if Guardian waives the requirement that the internal process be exhausted before filing a complaint with the Commissioner.
- if Guardian fails to comply with any of the requirements of Guardian's internal grievance process as described in these provisions.

Maryland Insurance Administration  
Appeal and Grievance Unit  
200 St. Paul Place, Suite 2700  
Baltimore MD 21202-2272  
Phone: 410-468-2000 or toll free: 1-800-4962-6116; TTY Phone: 1-800-735-2258  
Fax: 410-468-2270

- if the covered person, a covered person's representative or Dentist provide sufficient information and supporting documentation in the complaint that demonstrates a compelling reason to do so.

The Insurance Commissioner will inform Guardian of receipt of a complaint within 5 working days after the complaint is filed.

The Insurance Commissioner will notify all parties in writing of the final decision regarding the complaint.

Regarding such final decision:

- Guardian may not request a hearing, but may file a petition for judicial review; and
- A covered person or representative may file a petition for judicial review, and unless prohibited by federal law, may request a hearing.

### **Dental Preferred Provider Organization (PPO)**

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

#### **Contracted Dentists**

Dentists who are contracted in Guardian's 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.

You will be responsible for any Deductible and/or Coinsurance amounts above the Benefit Year Maximum and Lifetime Maximum (if applicable) and for any non-covered services. 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 the "Pre-Treatment Review" section). If You would like more information, You may call Our customer service department at (866) 569-9900.

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 [mydental.guardianlife.com](http://mydental.guardianlife.com).

If Your Policy provides coverage for 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.

#### **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, Coinsurance and amounts above the Benefit Year Maximum and Lifetime Maximum (if applicable), 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. Please refer to Your Schedule of Benefits.

## **Covered Charges**

To be a covered charge, the service must be:

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

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

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

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

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

- Charges for crowns, bridges and other cast restorations are incurred on the date the tooth is initially prepared.
- Charges of 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.

## **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 You and Your Dentist what services are covered and what the estimated payment would be. The actual payment for the predetermined services depends on eligibility, Policy limitations 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.

## **Right to Request a Referral to a Specialist**

You may request a referral to a dental specialist if You are diagnosed with a condition that requires specialized dental care services. You may make this request if We do not have a specialist with the professional training and expertise to treat or provide dental care services for the dental condition or We cannot provide reasonable access to a specialist with the professional training and expertise to treat or provide dental care services for a dental condition. Such determination can be made by Us, in consultation with the specialist based on the above requirements in conjunction with our pre-treatment procedures. Any decision by Us not to authorize access to or coverage or treatment by a specialist will be based on a finding that the proposed service is not

medically/dentally necessary, appropriate, or efficient. Deductible or Coinsurance payable for any treatment We authorize by a specialist will be based upon the Contracted Dentist Deductible or Coinsurance requirements regardless if the specialist is a Non-Contracted Dentist.

### **Continuity of Care – Maryland Members**

If You are transitioning Your dental coverage from another carrier, the Maryland Medical Assistance Program or the Maryland Children’s Health Program (respectively referred to as “Relinquishing Carrier”), We, as the receiving carrier, will coordinate dental services in progress under the Relinquishing Carrier’s plan (“Coordinated Dental Treatment Plan”) as follows, provided that the dental services outlined in Your Coordinated Dental Treatment Plan are covered under Your Policy:

- If the Covered Services that form Your Coordinated Dental Treatment Plan require utilization review under this Policy, We will accept the Relinquishing Carrier’s written pre-authorization.

Such pre-authorization will remain in effect under this Policy for a period of 90 days from the Effective Date of Your dental coverage under this Policy or until Your Coordinated Dental Treatment Plan has concluded, whichever is less (the “Coordinated Treatment Period”).

- Upon the expiration of the Coordinated Treatment Period, We reserve the right to perform utilization review of any future dental services that are covered under this Policy.
- During the Coordinated Treatment Period, You may continue to receive Covered Services that are part of Your Coordinated Dental Treatment Plan from a Non-Contracted Dentist if the services were started by and rendered by such Non-Contracted Dentist and were in progress as of Your Effective Date under this Policy. During your Coordinated Treatment Period, Your coinsurance for services received from a Non-Contracted Dentist as part of Your Coordinated Dental Treatment Plan will not exceed Your Coinsurance for the same Covered Services had they been received from a Contracted Dentist.

### **Extension of Benefits**

We will continue to provide benefits, for otherwise Covered Services, during a course of treatment for at least 90 days after the date coverage terminates if the treatment:

- Begins before the date coverage terminates; and
- Requires two or more visits on separate days to a Dentist’s office.

We will also continue to provide covered benefits for orthodontics for the later of 60 days after the date coverage terminates or the end of the quarter in progress, if the orthodontist has agreed to accept or is receiving payments on a quarterly basis.

### **Recovery of Overpayments**

Guardian has the right to recover any amount it determines to be an overpayment for services received. An overpayment occurs if Guardian determines that the total amount paid by Us on a claim for dental insurance benefits is more than the total of the benefits due under this Policy.

### **How We Recover Overpayments**

We may recover the overpayment from You by stopping or reducing any future benefits payable for dental insurance under this Policy or any other Policy issued to You by Guardian; demanding an immediate refund of the overpayment from You; and taking legal action.

If the overpayment results from Our having made a payment to You, We may recover such overpayment.

## DEFINITIONS

This section defines certain terms appearing in Your Policy and Schedule of Benefits.

**Alternate Treatment:** This term means if more than one type of service can be used to treat a dental condition.

**Anterior Teeth:** This term means the incisor and cuspid teeth. These are the teeth located in front of the bicuspids (pre-molars).

**Appliance:** This term means any dental device other than a Dental Prosthesis.

**Benefit Year:** This term means a 12 month period which starts on the Policy Effective Date and ends on the last day of the 12<sup>th</sup> month of each year.

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

**Covered Services:** This term means services for which any reimbursement is available under the Schedule of Benefits, regardless of whether the reimbursement is contractually limited by a Deductible, Coinsurance, service waiting period, Benefit Year Maximum, Lifetime Maximum (if applicable), frequency, alternate benefit payment, or other limitations.

**Coinsurance:** This term means the percent of the benefit that Guardian will pay minus the required Deductible.

**Deductible:** This term means a fixed dollar amount that You incur before Guardian pays its portion of Covered Services. Guardian will pay the cost of Covered Services minus the Deductible.

**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 (5a) crowns; (b) inlays; (c) onlays; (d) veneers; (e) implants; and (f) posts and cores.

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

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

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

**Graded Benefit Year Maximum:** This term means the total dollar amount that Guardian will pay for Covered Services for You in a Benefit Year. The maximum amount will be increased each year if the required dental service is performed within the Benefit Year.

**Injury:** This term means: (1) all damage to Your mouth due to an accident which occurs while You are 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.

**Lifetime Maximum:** This term means the maximum amount that Guardian will pay for Covered Services during the time You are covered by this Policy.

**Non-Contracted Dentist:** This term means a licensed Dentist or dental care facility that is not under contract with Guardian to provide dental services.

**Policy:** This term means the Dental Insurance Coverage described in this Policy, including the Schedule of Benefits and any riders and application forms that may be attached to this Policy.

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

**Qualifying Event:** This term means a specific occurrence that changes Your 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 plan; or any other event as required by state or federal law.

**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 was recorded.

**We, Us, Our and Guardian:** These terms mean The Guardian Life Insurance Company of America.

**You, Your or Yourself:** These terms mean the covered individual. This term means You, if You are covered by this Policy and any of Your covered dependents.