Texas Essential Health Benefit – Premier Choice for Families and Individuals

DENTAL COVERAGE

RETAIN THIS OUTLINE FOR YOUR RECORDS

THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY

READ YOUR POLICY CAREFULLY: This Outline of Coverage provides a very brief description of the important features of your policy. This is not the insurance contract. Only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you **READ YOUR POLICY CAREFULLY**.

BENEFITS PROVIDED BY THE POLICY

This summary of benefits, along with the exclusions and limitations describe the benefits of the Essential Health Benefit – Premier Choice for Families and Individuals. Please review closely to understand all benefits, exclusions and limitations.

WHEN COVERAGE BEGINS

ANNUAL PREMIUMS DUE: see Invoice

Coverage will begin on the first day of the month following the date your premium payment is received, so long as the premium is received on or before the twentieth (20th) day of the preceding month. If premium is not received by the 20th calendar day of a month, coverage will begin on the first day of the second month following the month in which premium was received. Check with Us if you have any questions about when your coverage begins.

Coverage for newborn children begins from the moment a child is born. We must receive notice of the birth of the child and payment of premium within 31 days of the birth of the child in order for coverage to continue beyond the first month. Check with Us if you have any questions about when your coverage

begins.

Coverage for children who are subject to a medical or dental support order is automatic for the first 31 days after receipt of the medical or dental support order by Us.

DISENROLLMENT

Enrollment in this dental plan beyond your initial 12-month commitment will be automatically continued until you disenroll. If you disenroll before your pre-paid rate term expires, you will be charged the monthly rates for any months you were actively enrolled when calculating refund amounts. Disenrollment may also occur when your premium payment is not received by the 1st of the month following the due date on your invoice. Please see section "Grace Period" for more information.

GRACE PERIOD

Your payment is due by the 20th of the month in which you receive an invoice. If it is not received by the 20th, it is considered delinquent.

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force (subject to Our right to cancel in accordance with the Cancellation provision.) If the account continues to be delinquent for more than 31 days, your enrollment will be terminated, and you will not be able to re-enroll for 12 months following termination.

Texas Essential Health Benefit – Premier Choice for Families and Individuals

This summary of benefits, along with the exclusions and limitations describe the benefits of the Essential Health Benefit – Premier Choice for Families and Individuals. Please review closely to understand all benefits, exclusions and limitations.

Child-ONLY* Essential Health Benefit	In-Network	Out-of-Network**
Class I/Preventive **-** Cleanings, Exams, Fluoride, Sealants, Space Maintainers, Emergency Pain and Radiographs-Bitewings.	100%	100%
Class II/Basic **-** Radiographs (Full Mouth X-ray, Panoramic Film) Restorations (Amalgams and Anterior Resins), Simple Extractions and Anesthesia (General Anesthesia and Intravenous Sedation).	80%	80%
Class III/Major **-** Surgical Extractions, Oral Surgery, Endodontics, Periodontal Maintenance, Periodontics, Inlay, Onlays, Crowns, Crown Repair, Bridges, Bridge Repairs, Dentures and Denture Repair.	50%	50%
Class II, III and IV/Orthodontia *(Only for pre-authorized Medically Necessary Orthodontia)*	50% for medically necessary orthodontics	
Deductible (waived for Class I)(per person)	$200	
Out of Pocket Maximum (OOP) (per person)	$350	
Out of Pocket Maximum*** (OOP) (per family - 2+ children)	$700	
Annual Maximum	N/A	
Ortho Lifetime Maximum	N/A	
Waiting Period	None	

**This plan is available for individuals up to age 19.*

***Out of Network benefits are based on the maximum amount which the In-Network Dentist has agreed with Premier Access to accept as payment in full for the dental service.*

****2 family members must each meet the out of pocket maximum in a plan year. Once fulfilled the family maximum has been met and will not be applied to additional family members.*

Adult-ONLY* Premier Choice Plan	In-Network	Out-of-Network**
Class I/Preventive **-** Cleanings, Exams, Fluoride, Sealants, Space Maintainers, Emergency Pain, Radiographs-Bitewings and Radiographs (Full Mouth X-ray, Panoramic Film).	100%	100%
Class II/Basic **-** Restorations (Amalgams &Anterior Resin), Simple Extractions, Surgical Extractions, Oral Surgery, Endodontics, Periodontal Maintenance, Periodontics and Anesthesia.	80%	80%
Class III/Major **-** Inlay, Onlays, Crowns, Crown Repair, Bridges, Bridge Repairs, Dentures and Denture Repair.	50%	50%
Class IV/Orthodontia	N/A	
Deductible*** (waived for Class I)(per person)	$50	
Out of Pocket Maximum (OOP) (per person)	N/A	
Out of Pocket Maximum (OOP) (per family - 2+ children)	N/A	
Annual Maximum	$1,000	
Ortho Lifetime Maximum	N/A	
Waiting Period (Waived with proof of prior coverage)****	6 months for Basic Services and 12 months for Major Services	

**This plan is available for individuals ages 19 and over.*

***Out of Network benefits are based on the maximum amount which the In-Network Dentist has agreed with Premier Access to accept as payment in full for the dental service.*

****When 3 Insureds meet the Deductible, no additional Deductibles will be required to be met for that plan year.*

*****Prior coverage with a group plan not more than 30 days lapse prior to effective date.*

CLASSES OF COVERED SERVICES AND SUPPLIES
(Individuals up to Age 19)

Coverage is provided for the dental services and supplies described in this section.

Please note the age and frequency limitations that apply for certain procedures. All frequency limits specified are applied to the day.

For Your Policy, specific Covered Services and Supplies may fall under a Class category other than what is stated below. If Your Policy has Class categorizations different from below, it is specified on the Schedule of Benefits.

Class I: Preventive Dental Services

- Oral Exams
  - Limited to twice in a 12 month period for any combination of oral exams
- X-Rays
  - Bitewings limited once every 12 months (not a benefit in addition to a complete mouth series)
- Prophylaxis (Cleaning)
  - Limited to once in a 12 month period
- Topical Fluoride Treatment
  - Limited to twice in a 12 month period
- Sealants
  - Sealant applications are limited to once per 24 month period, on un-restored pit and fissures of a 1st and 2nd permanent molar.
- Space Maintainer
  - Only for premature loss of deciduous (baby) posterior (back) teeth.
- Palliative Treatment
  - Treatment of Emergency Pain

Class II: Basic Dental Services

- X-Rays
  - Full x-rays complete series (includes bitewings) limited to once in 60 months.
  - Panoramic films limited to twice in a 12 month period
- Amalgam (silver) Restorations
  - Multiple restorations on 1 surface will be considered a single filling.
  - Multiple restorations on different surfaces of the same tooth will be considered connected.
  - Limited to once in 24 months
- Resin (tooth colored) Restorations – Anterior (front) teeth ONLY
  - Limited to once in 24 months for the same covered amalgam (resin) restoration
- Resin (tooth colored) Restorations – Posterior (back) teeth ONLY
  - Limited to the benefit of the corresponding amalgam restoration
  - Prior to placement member must be informed and agree to pay the cost difference
- Coronal remnants – deciduous tooth
- Extraction of erupted teeth or exposed root
- Consultation, including specialist consultations, limited as follows:
  - Considered for payment as a separate benefit only if no other treatment (except x-rays) is rendered on the same date.
  - Benefits will not be considered for payment if the purpose of the consultation is to describe the Dental Treatment Plan

- General anesthesia and intravenous sedation, limited as follows:
  - Considered for payment as a separate benefit only when medically necessary (as determined by the Plan) and when administered in the Dentist's office or outpatient surgical center in conjunction with complex oral surgical services which are covered under the Policy.
  - Not a benefit for the management of fear and anxiety
  - Oral sedation and nitrous oxide are covered for children through the age of 13

Class III: Major Dental Services

- Therapeutic pulpotomy (primary tooth) excluding final restoration
  - Benefit only for primary (baby) teeth
- Root canal therapy (anterior/bicuspid/molar) excluding final restoration
  - Benefit for permanent teeth only.
- Recement crown
- Prefabricated stainless steel crown (primary and permanent teeth); Prefabricated resin crown (anterior teeth only); Prefabricated stainless steel crown with resin window (anterior teeth only)
  - If more than one restoration is used to restore a tooth, benefit allowance will be paid for the most inclusive service;
  - Prefabricated crowns per tooth are benefits once in 24 month period
- Surgical removal of erupted teeth
- Removal of impacted teeth
  - Pathology removal of 3rd molar is not a covered benefit.

Class IV: Orthodontia

- Orthodontia is covered when medically necessary and pre approved by the plan.

General Exclusions

Covered Services and Supplies do not include:

1) Treatment which:
   a) is not included in the list of Covered Services and Supplies;
   b) is not Dentally Necessary; or
   c) is Experimental in nature.
2) Any Charges which are:
   a) Payable or reimbursable by or through a plan or program of any governmental agency, except if the charge is related to a non-military service disability and treatment is provided by a governmental agency of the United States. However, We will always reimburse any state or local medical assistance (Medicaid) agency for Covered Services and Supplies.
   b) Not imposed against the person or for which the person is not liable.
   c) Reimbursable by Medicare Part A and Part B. If a person at any time was entitled to enroll in the Medicare program (including Part B) but did not do so, his or her benefits under this Policy will be reduced by an amount that would have been reimbursed by Medicare, where permitted by law. However, for persons insured under Employers who notify Us that they employ 20 or more Employees during the previous business year, this exclusion will not apply to an Actively at Work Employee and/or his or her spouse who is age 65 or older if the Employee elects coverage under this Policy instead of coverage under Medicare.
3) Services or supplies resulting from or in the course of Your or Your Dependent's regular occupation for pay or profit for which You or Your Dependent are entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Plan of all such benefits.
4) Services and supplies which may not reasonably be expected to successfully correct the Covered Person's dental condition for a period of at least three years, as determined by the Plan.
5) All services for which a claim is submitted more than 6 months after the date of service.
6) Services and supplies provided as one dental procedure, and considered one procedure based on standard dental procedure codes, but separated into multiple procedure codes for billing purposes. The Covered Charge for the Services is based on the single dental procedure code that accurately represents the treatment performed.
7) Services and supplies provided primarily for cosmetic purposes.
8) Covered services and supplies obtained while outside of the United States, except for Emergency Dental Care.

9) Correction of congenital conditions or replacement of congenitally missing permanent teeth not covered, regardless of the length of time the deciduous tooth is retained.
10) Diagnostic casts, unless for medically necessary orthodontia.
11) Educational procedures, including but not limited to oral hygiene, plaque control or dietary instructions.
12) Personal supplies or equipment, including but not limited to water piks, toothbrushes, or floss holders.
13) Restorative procedures, root canals and appliances which are provided because of attrition, abrasion, erosion, wear, or for cosmetic purposes.
14) Appliances, inlays, cast restorations, crowns, or other laboratory prepared restorations used primarily for the purpose of splinting.
15) Replacement of a lost or stolen Appliance or Prosthesis.
16) Replacement of stayplates.
17) Hospital or facility charges for room, supplies or emergency room expenses, or routine chest x-rays and medical exams prior to oral surgery.
18) Treatment for a jaw fracture
19) Services, supplies and appliances related to the change of vertical dimension, restoration or maintenance of occlusion, splinting and stabilizing teeth for periodontic reasons, bite registration, bite analysis, attrition, erosion or abrasion, and treatment for temporomandibular joint dysfunction (TMJ), unless a TMJ benefit rider was included in the Policy.
20) Therapeutic drug injection
21) Completion of claim forms
22) Missed dental appointments
23) Porcelain and cast crowns
24) Crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam resin filling.
25) Pathology free third molar extraction or removal
26) Crown build-up is not covered as a separate service
27) Temporary tooth stabilization, other than covered space maintainers, is not covered
28) Oral sedation and nitrous oxide analgesia are not covered, except for Children through age 13
29) Implants, and procedures and appliances associated with them, are not benefits of Premier programs
30) Replacement of missing teeth prior to coverage effective date.

CLASSES OF COVERED SERVICES AND SUPPLIES
(Individuals age 19 and over)

Coverage is provided for the dental services and supplies described in this section.

Please note the age and frequency limitations that apply for certain procedures. All frequency limits specified are applied to the day.

For Your Policy, specific Covered Services and Supplies may fall under a Class category other than what is stated below. If Your Policy has Class categorizations different from below, it is specified on the Schedule of Benefits.

Class I: Preventive Dental Services

- Comprehensive exams, periodic exams, evaluations, re-evaluations, limited oral exams, or periodontal evaluations. Limited to 1 per 6 month period
- Dental prophylaxis (cleaning and scaling). Benefit limited to either 1 dental prophylaxis or 1 periodontal maintenance procedure per 6 month period, but not both.
- Topical fluoride treatment.
    - Limited to 1 per 6 month period.
- Palliative (emergency) treatment of dental pain
    - Considered for payment as a separate benefit only if no other treatment (except x-rays) is rendered during the same visit.
- Sealant applications are limited to one per 36 month period, on un-restored pit and fissures of a 1st and 2nd permanent molar.
- Space maintainers, including all adjustments made within 6 months of installation.
- X-rays:
    - Intraoral complete series x-rays, including bitewings and 10 to 14 periapical x-rays, or panoramic film. Limited to 1 per 60 month period. Payable amount for the total of bitewing and intraoral periapical x-rays is limited to the maximum allowance for an intraoral complete series x- rays in a calendar year.
    - Bitewing x-rays (two or four films). Limited to 1 per 12 month period. Payable amount for the total of bitewing and intraoral periapical x-rays is limited to the maximum allowance for an intraoral complete series x- rays in a calendar year.
- Other X-rays:
    - Intraoral periapical x-rays.
    - Payable amount for the total of bitewing and intraoral periapical x-rays is limited to the maximum allowance for an intraoral complete series x-rays in a calendar year.
    - Intraoral occlusal x-rays, limited to 1 film per arch per 6 month period.
    - Extraoral x-rays, limited to 1 film per 6 month period.
    - Other x-rays (except films related to orthodontic procedures or temporomandibular joint dysfunction).

Class II: Basic Dental Services

- Amalgam and composite restorations, limited as follows:
    - Multiple restorations on 1 surface will be considered a single filling.
    - Multiple restorations on different surfaces of the same tooth will be considered connected.
    - Benefits for replacement of an existing restoration will only be considered for payment if at least 36 months have passed since the existing restoration was placed (except in extraordinary circumstances involving external, violent and accidental means or due to radiation therapy).
    - Additional fillings on the same surface of a tooth in less than 36 months, by the same office or same Dentist are not covered, except in extraordinary circumstances involving external, violent and accidental means or due to radiation therapy.
    - Sedative bases and liners are considered part of the restorative service and are not paid as separate procedures.

  - Composite restorations are also limited as follows:
    - Mesial-lingual, distal-lingual, mesial-facial, and distal-facial restorations on anterior teeth will be considered single surface restorations
    - Acid etch is not covered as a separate procedure
    - Benefits limited to anterior teeth only.
    - Benefits for composite resin restorations on posterior teeth are limited to the benefit for the corresponding amalgam restoration.
- Pins, in conjunction with a final amalgam restoration
- Stainless steel crowns, limited to 1 per 36 month period for teeth not restorable by an amalgam or composite filling.
- Pulpotomy (primary teeth only).
- Root canal therapy:
  - Including all pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, all irrigants, obstruction of root canals and routine follow-up care
  - Limited to 1 time on the same tooth per 24 month period by the same provider.
  - Limited to permanent teeth only.
- Apicoectomy/periradicular surgery (anterior, bicuspid, molar, each additional root), including all preoperative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care.
- Retrograde filling - per root.
- Root amputation - per root.
- Hemisection, including any root removal and an allowance for local anesthesia and routine post-operative care does not include a benefit for root canal therapy.
- Periodontal scaling and root planing, limited as follows:
  - 4 or more teeth per quadrant, limited to a minimum of 5mm pockets (per tooth), with radiographic evidence of bone loss, covered 1 time per quadrant per 24 month period.
  - 1 to 3 teeth per quadrant, limited to minimum of 5mm pockets (per tooth), with radiographic evidence of bone loss, covered 1 time per area per 24 month period.
  - Under unusual circumstances, additional documentation can be submitted to the Plan for review.
  - Following osseous surgery root planing is a benefit after 36 months in the same area.
- Periodontal maintenance procedure (following active treatment). Benefit limited to either 1 periodontal maintenance procedure or 1 dental prophylaxis per 6 month period, but not both
- Periodontal maintenance procedures may be used in those cases in which a patient has completed active periodontal therapy, and commencing no sooner than 3 months thereafter. The procedure includes any examination for evaluation, curettage, root planing and/or polishing as may be necessary.
- Periodontal related services as listed below, limited to 1 time per quadrant of the mouth in any 36 month period with charges combined for procedures as listed below:
  - Gingival flap procedures.
  - Gingivectomy procedures.
  - Osseous surgery.
  - Pedicle tissue grafts.
  - Soft tissue grafts.
  - Subepithelial tissue grafts.
  - Bone replacement grafts.
  - Guided tissue regeneration.
  - Crown lengthening procedures - hard tissue.
  - The most inclusive procedure will be considered for payment when 2 or more surgical procedures are performed.

- Oral surgery services as listed below, including an allowance for local anesthesia and routine post-operative care:
  - Simple extractions
  - Surgical extractions, including extraction of third molars with

pathology (wisdom teeth)
  - Alveoplasty
  - Vestibuloplasty
  - Removal of exostoses (including tori) – maxilla or mandible
  - Frenulectomy (frenectomy or frenotomy)
  - Excision of hyperplasic tissue – per arch
- Tooth re-implantation and/or stabilization of accidentally avulsed or displaced tooth and/or alveolus, limited to permanent teeth only.
- Root removal – exposed roots.
- Biopsy
- Incision and drainage
- The most inclusive procedure will be considered for payment when 2 or more surgical procedures are performed.
- General anesthesia and intravenous sedation, limited as follows:
  - Considered for payment as a separate benefit only when medically necessary (as determined by the Plan) and when administered in the Dentist's office or outpatient surgical center in conjunction with complex oral surgical services which are covered under the Policy.
  - Not a benefit for the management of fear and anxiety;
  - Oral sedation is not a covered benefit.
- Consultation, including specialist consultations, limited as follows:
  - Considered for payment as a separate benefit only if no other treatment (except x-rays) is rendered on the same date.
  - Benefits will not be considered for payment if the purpose of the consultation is to describe the Dental Treatment Plan.

Class III: Major Dental Services

- Inlays and onlays (metallic), limited as follows:
  - Covered only when the tooth cannot be restored by an amalgam or composite filling.
  - Covered only if more than 5 years have elapsed since last placement.
  - Build-up procedure is considered covered and is inclusive in the fee.
  - Benefits are based on the date of cementation.
- Porcelain restorations on anterior teeth, limited as follows:
  - Covered only when the tooth cannot be restored by an amalgam or composite filling.
  - Covered only if more than 5 years have elapsed since last placement.
  - Limited to permanent teeth. Porcelain restorations on over-retained primary teeth are not covered.
  - Build-up procedure is considered covered and is inclusive in the fee.
  - Benefits are based on the date of cementation.
- Cast crowns, limited as follows:
  - Covered only when the tooth cannot be restored by an amalgam or composite filling.
  - Covered only if more than 5 years have elapsed since last placement.
  - Limited to permanent teeth. Cast crowns on over-retained primary teeth are not covered.
  - Crowns on third molars are covered when adjacent first or second molars are missing and the tooth is in function with an opposing natural tooth.
  - Build-up procedure is considered covered and inclusive in the fee.
  - Benefits are based on the date of cementation.
- Crown lengthening is limited to a single site when contiguous teeth are involved.
- Re-cementing inlays, crowns and bridges is limited to 3 per tooth, 12 months after last cementation.
- Post and core:
  - Covered only for endodontically- treated teeth, which require crowns.
  - 1 post and core is covered per tooth.

- Full dentures, limited as follows:
  - Limited to 1 full denture per arch.
  - Replacement covered only if 5 years have elapsed since last replacement AND the full denture cannot be made serviceable (please refer to the Denture or Bridge Replacement/Addition provision under Exclusions and Limitations for exceptions).
  - Services include any adjustments or relines which are performed within 12 month of initial insertion.
  - We will not pay additional benefits for personalized dentures or overdentures or associated treatment.
  - Benefits for dentures are based on the date of delivery.
- Partial dentures, including any clasps and rests and all teeth, limited as follows:
  - Limited to 1 partial denture per arch.
  - Replacement covered only if 5 years have elapsed since last placement AND the partial denture cannot be made serviceable (please refer to the denture or bridge replacement/addition provision under exclusions and limitations for exceptions).
  - Services include any adjustments or relines which are performed within 12 months of initial insertion.
  - There are no benefits for precision or semi-precision attachments.
  - Benefits for partial dentures are based on the date of delivery.
- Denture adjustments are limited to:
  - 1 time in any 12 month period; and
  - Adjustments made more than 12 months after the insertion of the denture.
- Repairs to full or partial dentures, bridges, and crowns are limited to repairs or adjustments performed up to 3 times after the initial insertion.
- Rebasing dentures are limited to 1 time per 12 month period.
- Relining dentures is a covered benefit 12 months after initial insertion of the denture.
  - Limited to 1 time per 12 month period
- Tissue conditioning is limited to 1 time in a 12 month period.
- Fixed bridges (including Maryland bridges) are limited as follows:
  - Benefits for the replacement of an existing fixed bridge are payable only if the existing bridge:
    - Is more than 5 years old (see the Denture or Bridge Replacement/Addition provision under Exclusions and Limitations for exceptions); and
    - Cannot be made serviceable.
  - A fixed bridge replacing the extracted portion of a hemisected tooth is not covered.
  - Placement and replacement of a cantilever bridge on posterior teeth will not be covered.
  - Benefits for bridges are based on the date of cementation.
- Re-cementing bridges is limited to repairs or adjustment performed more than 12 months after the initial insertion.

EXCLUSIONS AND LIMITATIONS

Treatment Outside of the Covered Service Area

Treatment outside of the United States is not covered, unless the treatment is for emergency care. Coverage for emergency services is limited to a reimbursement amount of $100.00. Please refer to your Certificate of Insurance for additional information regarding emergency care.

Missing Teeth Limitation

Initial placement of a full denture, partial denture or fixed bridge will not be covered by the Plan to replace teeth that were missing prior to the effective date of coverage for You or Your Dependents. However, expenses for the replacement of teeth that were missing prior to the effective date will only be considered for coverage, if the tooth was extracted within 12 months of the effective date of the Policy and while You or Your Dependent were covered under a Prior Plan.

Denture or Bridge Replacement/Addition

- Replacement of a full denture, partial denture, or fixed bridge is covered when:
  - 5 years have elapsed since last replacement of the denture or bridge; OR
  - The denture or bridge was damaged while in the Covered Person's mouth when an injury was suffered involving external, violent and accidental means. The injury must have occurred while insured under this Policy, and the appliance cannot be made serviceable.

  However, the following exceptions will apply:

  - Benefits for the replacement of an existing partial denture that is less than 5 years old will be covered if there is a Dentally Necessary extraction of an additional Functioning Natural Tooth that cannot be added to the existing partial denture.
  - Benefits for the replacement of an existing fixed bridge that is less than 5 years old will be payable if there is a Dentally Necessary extraction of an additional Functioning Natural Tooth, and the extracted tooth was not an abutment to an existing bridge.
- Replacement of a lost bridge is not a Covered Benefit.
- A bridge to replace extracted roots when the majority of the natural crown is missing is not a Covered Benefit.
- Replacement of an extracted tooth will not be considered a Covered Benefit if the tooth was an abutment of an existing Prosthesis that is less than 5 years old.
- Replacement of an existing partial denture, full denture, crown or bridge with more costly units/different type of units is limited to the corresponding benefit for the existing unit being replaced.

Implants

Implants, and procedures and appliances associated with them, are not covered.

General Exclusions

Covered Services and Supplies do not include:

1. Treatment which is:
   a. not included in the list of Covered Services and Supplies;
   b. not Dentally Necessary; or
   c. Experimental in nature.
2. Any Charges which are:
   a. Payable or reimbursable by or through a plan or program of any governmental agency, except if the charge is related to a non-military service disability and treatment is provided by a governmental agency of the United States. However, the Plan will always reimburse any state or local medical assistance (Medicaid) agency for Covered Services and Supplies.
   b. Not imposed against the person or for which the person is not liable.
   c. Reimbursable by Medicare Part A and Part B. If a person at any time was entitled to enroll in the Medicare program (including Part B) but did not do so, his or her benefits under this Policy will be reduced by an amount that would have been reimbursed by Medicare, where permitted by law. However, for persons insured under Employers who notify the Plan that they employ 20 or more Employees during the previous business year, this exclusion will not apply to an Actively at Work Employee and/or his or her spouse who is age 65 or older if the Employee elects coverage under this Policy instead of coverage under Medicare.
3. Services or supplies resulting from or in the course of Your regular occupation for pay or profit for which You or Your Dependent are entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Plan of all such benefits.
4. Services and supplies which may not reasonably be expected to successfully correct the Covered Person's dental condition for a period

of at least 3 years, as determined by the Plan.

5. All services for which a claim is received more than 6 months after the date of service.
6. Services and supplies provided as one dental procedure, and considered one procedure based on standard dental procedure codes, but separated into multiple procedure codes for billing purposes. The Covered Charge for the Services is based on the single dental procedure code that accurately represents the treatment performed.
7. Services and supplies provided primarily for cosmetic purposes.
8. Services and supplies obtained while outside of your covered state and/or the United States, except for Emergency Dental Care.
9. Correction of congenital conditions or replacement of congenitally missing permanent teeth, regardless of the length of time the deciduous tooth is retained.
10. Diagnostic casts.
11. Educational procedures, including but not limited to oral hygiene, plaque control or dietary instructions.
12. Personal supplies or equipment, including but not limited to water piks, toothbrushes, or floss holders.
13. Restorative procedures, root canals and appliances, which are provided because of attrition, abrasion, erosion, abfraction, wear, or for cosmetic purposes in the absence of decay.
14. Veneers
15. Appliances, inlays, cast restorations, crowns and bridges, or other laboratory prepared restorations used primarily for the purpose of splinting (temporary tooth stabilization).
16. Replacement of a lost or stolen Appliance or Prosthesis.
17. Replacement of stayplates.
18. Extraction of pathology-free teeth, including supernumerary teeth. (unless for medically necessary orthodontia)
19. Socket preservation bone graphs
20. Hospital or facility charges for room, supplies or emergency room expenses, or routine chest x-rays and medical exams prior to oral surgery.
21. Treatment for a jaw fracture.
22. Services, supplies and appliances related to the change of vertical dimension, restoration or maintenance of occlusion, splinting and stabilizing teeth for periodontic reasons, bite registration, bite analysis, attrition, erosion or abrasion, and treatment for temporomandibular joint dysfunction (TMJ), unless a TMJ benefit rider was included in the Policy.
23. Orthodontic services, supplies, appliances and Orthodontic-related services, unless an Orthodontic rider was included in the Policy.
24. Oral sedation and nitrous oxide analgesia are not covered.
25. Therapeutic drug injection.
26. Completion of claim forms.
27. Missed dental appointments.
28. Replacement of missing teeth prior to coverage effective date

Individual Dental Policy

Underwritten by Premier Access Insurance Company

This Individual Dental Insurance Coverage Policy, which is underwritten by Premier Access Insurance Company ("Premier Access"), a California corporation, provides important information for the Guardian Life Insurance Company of America ("Guardian") dental plan. Premier Access will administer and pay benefits in accordance with, and subject to, the terms of this Policy. This promise is based on the Policyholder's application and payment of the required premiums. Guardian certifies that you are being issued this policy as the Policy Holder for the Dental Insurance described in this policy. This policy includes the Schedule of Benefits for the plan. PLEASE READ THIS POLICY CAREFULLY.

THIS POLICY ONLY DESCRIBES DENTAL INSURANCE.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEARS ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE NOTICE(S) CAREFULLY.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE

WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

IMPORTANT NOTICE	**AVISO IMPORTANTE**
To obtain information or make a complaint: You may call Premier Access' toll-free telephone number for information or to make a complaint at: (844) 561-5600 (TTY/TDD 7-1-1) You may also write to Premier Access at: Premier Access 8890 Cal Center Drive Sacramento, CA 95825 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 1-800-252-3439 You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-9104 FAX: (512) 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance. **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.	Para obtener información o para presentar una queja: Usted puede llamar al número de teléfono gratuito de Premier Access' para obtener información o para presentar una queja al: (844) 561-5600 (TTY/TDD 7-1-1) Usted también puede escribir a Premier Access: Premier Access 8890 Cal Center Drive Sacramento, CA 95825 Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al: 1-800-252-3439 Usted puede escribir al Departamento de Seguros de Texas a: P.O. Box 149104 Austin, TX 78714-9104 FAX: (512) 490-1007 Sitio web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas. **ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Dear Premier Access Individual Policy Holder,

Thank you for enrolling in the Premier Access individual dental plan in the state of Texas.

This Premier Access individual dental plan helps you limit your out-of-pocket costs the most when you choose a dentist who is a Premier Access contracted dentist. You also may receive dental care from any licensed dentist. Please refer to the provider directory for a complete listing of Premier Access's contracted dentists. Or you may access our website at dentalexchange.guardiandirect.com to view Premier Access contracted dentists. Please check with your dentist to verify that your plan is accepted.

This Policy is designed to provide you with important information about your dental benefits. It (1) discloses the terms and conditions of your coverage; (2) is designed to help you make the most of your dental program; (3) will help you understand how the dental plan works; and (4) will provide information on how to obtain dental care. You may wish to carry this Policy with you to the dental office, as your dentist may want to reference this Policy to determine the best course of treatment for you.

Please read this Policy carefully as it will help you understand how your plan works. It is always important to discuss your dental needs with your dentist so you can determine how this dental plan can meet them. Premier Access is dedicated to providing you with access to excellent dental care and service.

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DENTAL POLICY OF INSURANCE

This Individual Dental Policy, along with the Schedule of Benefits with Exclusions and Limitations, provides a complete description of how your Premier Access dental plan operates your entitlements and the Plan's restrictions and limitations.

ENTIRE CONTRACT; CHANGES

This Policy, including the Schedule of Benefits with Exclusions and Limitations, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

If any provision of this Policy is held to be illegal or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this policy, but such remaining provisions shall continue in full force and effect unless the illegality and invalidity prevent the accomplishment of the objectives and purposes of this policy.

TIME LIMIT ON CERTAIN DEFENSES

After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for the policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of the two-year period.

PROHIBITION OF RESCISSION

Premier Access shall not rescind this Policy once You are covered under the Policy, except if You have performed an act or practice that constitutes fraud or make an intentional misrepresentation of a material fact as prohibited by the terms of this Policy. This Policy shall not be cancelled without prior notice to You and only as permitted under Section 2702(c) or 2742(b) of the Public Health Service Act.

NOTICE REGARDING YOUR RIGHTS AND RESPONSIBILITIES

Rights:

- Premier Access will comply with all applicable laws relating to privacy.
- Decisions with respect to dental treatment are the responsibility of you and the dentist. We neither require nor prohibit any specified treatment. However, only certain specified services are covered for benefits.
- You may request a pre-treatment estimate of benefits for the dental services to be provided. However, actual benefits will be determined after treatment has been performed.

- You may request a written response from Premier Access to any written concern or complaint.
- You have the right to receive an explanation of benefits which describes the benefit determinations for your dental insurance.

Responsibilities:

- You are responsible for the prompt payment of any charges for services performed by the dentist. If the dentist agrees to accept part of the payment directly from Premier Access, You are responsible for prompt payment of the remaining part of the dentist's charge.
- You should consult with the dentist about treatment options, proposed and potential procedures, anticipated outcomes, potential risks, anticipated benefits and alternatives. You should share with the dentist the most current, complete and accurate information about your medical and dental history and current conditions and medications.
- You should follow the treatment plans and health care recommendations agreed upon by you and the dentist.

ELIGIBILITY AND ENROLLMENT

Who May Enroll

You and any of your eligible dependents may enroll in this plan. We define eligible dependents as:

- Your lawful spouse or domestic partner.
- Your children or grandchildren, up to age 26, for whom You provide care, including adopted children, step-children, or other children for whom You are required to provide dental care pursuant to a court or administrative order. We treat a child as legally adopted from the time the child is placed in Your home for the purpose of adoption, or if the child is the subject to a suit in which You seek to adopt the child. We treat such a child this way whether or not a final adoption order is ever issued.
- Your children who are incapable of self-sustaining employment and support due to an intellectual disability or a physical disability.
- Other dependents if the Policy Holder provides benefits for these dependents.

When Coverage Begins

Coverage will begin on the first day of the month following the date your premium payment is received by Premier Access, so long as the premium is received on or before the twentieth (20th) day of the preceding month. If premium is not received by the 20th calendar day of a month, coverage will begin on the first day of the second month following the month in which premium

was received. Check with Premier Access if you have any questions about when your coverage begins.

Coverage for newborn children begins from the moment a child is born. Premier Access must receive notice of the birth of the child and payment of premium within 31 days of the birth of the child in order for coverage to continue beyond the first month. Check with Premier Access if you have any questions about when your coverage begins.

Coverage for children who are subject to a medical or dental support order is automatic for the first 31 days after receipt of the medical or dental support order by Premier Access.

Minimum Enrollment Period

You must enroll for a minimum of 12 months. Enrollment in this dental plan beyond your initial 12-month commitment will be automatically continued until you disenroll. If coverage is voluntarily discontinued, you may not re-enroll during the 12-month period immediately following the voluntary termination.

Disenrollment

Enrollment in this dental plan beyond your initial 12-month commitment will be automatically continued until you disenroll.

If you disenroll before your pre-paid rate term expires, you will be charged the monthly rates for any months you were actively enrolled when calculating refund amounts.

Disenrollment may also occur when your premium payment is not received by the 1st of the month following the due date on your invoice. Please see section "Grace Period" for more information.

Loss of Eligibility

You will lose your eligibility:

- On the first day of the month for which Premier Access does not receive the required premium payment, subject to the Grace Period, below;
- On the last day of the month in which a notice of voluntary termination is received;
- On the last day of the month in which you no longer meet eligibility requirements.

In the event of contract termination, no further benefits will be provided to you and none of the Plan provisions will apply. If you fail to pay the premium through and including the final month of the contract, all coverage may be terminated at the end of the grace period. At the time of payment of a claim under this policy, any premium then due and unpaid or covered by any note or written order may be deducted from the payment.

Grace Period

Your payment is due by the 20th of the month in which you receive an invoice. If it is not received by the 20th, it is considered delinquent.

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force (subject to the right of Premier Access to cancel in accordance with the Cancellation provision.) If the account continues to be delinquent for more than 31 days, your enrollment will be terminated, and you will not be able to re-enroll for 12 months following termination.

Cancellation of Benefits

If the required premium is not paid, your coverage may be canceled not less than thirty-one (31) days after such premium was due.

Reinstatement

If any renewal premium be not paid within the Grace Period, a subsequent acceptance of premium by Premier Access or by any agent duly authorized by Premier Access to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however, that if Premier Access or such agent require an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the forty-fifth (45th) day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its 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 (10) days after such date. In all other respects the insured and insurer shall have the same rights there under as they 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.

Termination of Contract

Your contract with Premier Access is for a period of twelve (12) months and automatically renews as described previously. If your contract is terminated, your membership in the Plan will be terminated.

OVERVIEW OF DENTAL BENEFITS

The Schedule of Benefits contains the benefits and sets forth the deductible, coinsurance or copayment amounts, and the exclusions and limitations. Please review the Schedule of Benefits

carefully to understand what benefits are covered under this plan and your financial responsibility. The Premier Access dental plan covers "Dentally Necessary" dental care.
This Dental Insurance gives Covered Persons access to Dentists who have contracted with Premier Access. Contracted Dentists have agreed to limit their charge for a Covered Service to the Maximum Allowed Charge for such service. Under this Plan, We pay benefits for Covered Services performed by either In-Network Dentists or Out-of-Network Dentists.
However, the Covered Person may be able to reduce out-of-pocket costs by using an In-Network Dentist because Out-of-Network Dentists have not entered into an agreement with Us to limit their charges.

Deductibles

The Deductible amounts, if any, are shown in the Schedule of Benefits.

Benefit Amounts

We will pay benefits in an amount equal to the Covered Percentage as shown in the Schedule of Benefits for charges incurred for a Covered Service, subject to the conditions set forth in this Policy.

In-Network

If a Covered Service is performed by an In-Network Dentist, Premier Access will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

If an In-Network Dentist performs a Covered Service, You will be responsible for paying:

- The Deductible, if any; and
- Any other part of the Maximum Allowed Charge for which Premier Access does not pay benefits.

Out-of-Network

If a Covered Service is performed by an Out-of-Network Dentist, Premier Access will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

If an Out-of-Network Dentist performs a Covered Service, the Covered Person will be responsible for paying:

- The Deductible; and
- Any other part of the Maximum Allowed Charge for which Premier Access does not pay benefits; and
- Any amount in excess of the Maximum Allowed Charge charged by the Out-of-Network Dentist.

Pre-Treatment Estimates

Pre-Treatment estimate requests are not required but may be submitted to Premier Access for more complicated and expensive procedures such as crowns, wisdom teeth extractions, bridges, dentures, or periodontal surgery. When your dentist submits a pre-treatment estimate request to Premier Access, you will receive an estimate of your share of the cost and how much Premier Access will pay before treatment begins. A pre-treatment estimate is particularly useful in the following cases:

- If you are having extensive work done and the total charges will exceed $300.00;
- To make sure a particular procedure is covered;
- To see if any maximum benefits will be exceeded; or
- If you need to plan your payment in advance.

By asking your dentist for a Pre-treatment estimate from Premier Access before you agree to receive any prescribed major treatment, you will have an estimate up front of what the dental plan will pay, and the difference you will need to pay. Your dentist may also be able to present alternative treatment options that will lower your share of the bill while still meeting your dental care needs.

Pre-Authorizations

You must receive pre-authorization approval for all medically necessary orthodontia that is received under this Policy. No claim for medically necessary orthodontia will be paid unless you or your dentist obtains pre-authorization approval, in writing, from Premier Access prior to receiving any medically necessary orthodontic services. The pre-authorization approval will include the determination of coverage and the benefit payment amount.

Customer Service

Premier Access provides toll-free access to our Customer Services Associates to assist you with benefit coverage questions, resolving problems, or changing your selecting a dentist. Premier Access's Customer Service can be reached Monday through Friday at (844) 561-5600 (TTY/TDD 7-1-1)] from 6:00 am to 6:00 pm, Pacific Standard Time. Automated service is also provided after hours for eligibility verification.

Selecting Your Dentist

When you enroll in the Premier Access Plan, you may receive dental care from:

- An In-Network Dentist; or
- An Out-of-Network Dentist

Please note that you enjoy the greatest benefits, including out-of-pocket savings, when you choose a Premier Access contracted dentist. Please refer to the provider directory for a complete

listing of Premier Access' contracted dentists. Or you may access our website at dentalexchange.guardiandirect.com to view Premier Access' contracted dentists. Please check with your Premier Access dentist to verify that your plan is accepted.

Changing your Dentist

You can choose any Premier Access contracted provider at any time. If you wish to change dentists, please review Premier Access's provider directory for dentists in your area and call to schedule an appointment. You may also call Premier Access's Customer Service at (844) 561-5600 (TTY/TDD 7-1-1) for assistance in choosing a dentist.

FILING CLAIMS

Filing a Claim for Dental Insurance Benefits

When you receive services from an in-network dentist, he or she will file the claim for dental insurance benefits for you. If you need to file a claim yourself, both the notice of claim and any receipts or other supporting documentation should be sent to Premier Access as set forth below. You can request a claim form by calling Premier Access at (844) 561-5600 (TTY/TDD 7-1-1) or from our website at dentalexchange.guardiandirect.com.

Notice of Claim

Written notice of claim must be given to Premier Access within 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 behalf of the insured or the beneficiary to the insurer at PO Box 981587 El Paso, TX 79998-1587 or to any authorized agent of Premier Access with information sufficient to identify the insured, shall be deemed notice to the insurer.

Claim Forms

Upon a notice of claim, Premier Access will furnish you such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, 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.

Proof of Loss

Written proof of loss must be furnished to Premier Access within 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 year from the time proof is otherwise required.

Time of Payment of Claims

If your claim is a Clean Claim and it is approved by Premier Access, benefits will be paid within15 business days after we receive due written Proof so long as all information, including supporting documentation, is supplied with the claim.

Alternative Dental Treatment

If Premier Access determines that other procedures, services or courses of treatment could be done to correct a dental condition, coverage will be limited to the least costly procedure that We determine will produce a professionally satisfactory result. In order to make a determination, Premier Access may request x-rays and any other appropriate information from the Dentist.

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from dentalexchange.guardiandirect.com. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.
Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If You have any questions about a claim payment, an explanation may be requested from Premier Access by calling: (844) 561-5600 (TTY/TDD 7-1-1).

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to Premier Access, Premier Access will notify You acknowledging receipt of Your claim, commence with any investigation, and request any additional information within 15 days of receipt of Your claim.

Premier Access will notify You in writing of the acceptance or rejection of Your claim within 15 business days of receipt of all information needed to process Your claim.

If Premier Access cannot accept or reject Your claim within 15 business days after receipt of all information, Premier Access will notify You within 15 business days stating the reason why we require an extension. If an extension is requested, We will notify You of our decision to approve

or deny Your claim within 45 days. Upon notification of approval, Your claim will be paid within 5 business days.

If Premier Access denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because Premier Access did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

Appealing the Initial Determination

If Premier Access denies Your claim, You may take two appeals of the initial determination. Upon Your written request, Premier Access will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to Premier Access at the address indicated on the claim form within 180 days of receiving Premier Access's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee;
- Name of the Plan;
- Reference to the initial decision;
- Whether the appeal is the first or second appeal of the initial determination;
- An explanation why You are appealing the initial determination.

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After Premier Access receives Your written request appealing the initial determination or determination on the first appeal, Premier Access will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and Premier Access's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, Premier Access will consult with a health care professional with appropriate

training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

Premier Access will notify You in writing of its final decision within 30 days after Premier Access's receipt of Your written request for review, except that under special circumstances Premier Access may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, Premier Access will notify You prior to the expiration of the initial 30-day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If Premier Access denies the claim on appeal, Premier Access will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, Premier Access will provide You free of charge with copies of documents, records and other information relevant to Your claim.

If you are still dissatisfied, you may contact the Texas Department of Insurance at:
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512)475-1771
email: ConsumerProtection@tdi.state.tx.us

GENERAL PROVISIONS

Assignment

Your rights and benefits under this Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment. Upon receipt of a Covered Service, you may assign dental insurance benefits to the dentist providing such service. If you assign payment of dental insurance to the dentist, we will pay benefits directly to the dentist. Otherwise, we will pay dental insurance benefits to you.

Recovery of Overpayments

Premier Access has the right to recover any amount it determines to be an overpayment for services received. An overpayment occurs if Premier Access determines that:

- The total amount paid by Premier Access 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 by:

- Stopping or reducing any future benefits payable to the person the overpayment was issued to under this Policy or any other Policy issued to you by Premier Access;
- Demanding an immediate refund of the overpayment from you; and
- Taking legal action.

Legal Actions

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of (3) three years after the time written proof of loss is required to be furnished.

DEFINITIONS

These definitions apply when the following terms are used, unless otherwise defined where they are used. Not all defined terms are used in their usual meaning and some have meanings that limit their application; therefore, please refer to this Definitions section for a helpful understanding of the defined terms that are capitalized.

Benefit Year means a twelve-month period beginning on the effective date of this policy or an anniversary of that effective date.

Covered Percentage means:

- For a Covered Service performed by an In-Network Dentist, the percentage of the Maximum Allowed Charge that We will pay for such services after any required Deductible is satisfied; and
- For a Covered Service performed by an Out-of-Network Dentist, the percentage of the Maximum Allowed Charge that Premier Access will pay for such services after any required Deductible is satisfied.

Covered Person means a person for whom Dental Insurance coverage has been purchased so long as it is in effect under this Policy.

Covered Service means a dental service used to treat a Covered Person's dental condition which is:

- prescribed or performed by a Dentist while the Dental Insurance provided by this
- Policy is in effect;

- Dentally Necessary to treat the condition; and
- Described in the Schedule of Benefits as a Covered Service.

Deductible means the amount you must pay before Premier Access will pay for Covered Services.

Dentally Necessary means the services are required to prevent, identify, diagnose, treat, rehabilitate or ameliorate an individual's dental condition due to dental disease, in order to attain or maintain the individual's achievable dental health, provided that such services are:

(1) Consistent with generally accepted standards of dental practice that are defined standards and are based on (A) credible scientific evidence published in peer-reviewed dental literature that is generally recognized by the relevant dental community, (B) recommendations of a dental-specialty academy, (C) the views of dentists practicing in the relevant clinical areas, and (D) any other relevant factors;

(2) Clinically appropriate in terms type, frequency, timing, site, extent and duration and considered effective for the individual's dental condition;

(3) Not primarily for the convenience of the patient or dentist;

(4) Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the individual's dental condition; and

(5) Based on an assessment of the individual and his or her dental condition.

(6) We will not pay Dental Insurance benefits for charges incurred for:

a) Services which are not Dentally Necessary Services, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature.

b) Services for which you would not be required to pay in the absence of Dental Insurance.

c) Services which are primarily cosmetic (including cosmetic orthodontia.)

Dentist means:

- A person licensed to practice dentistry in the jurisdiction where such services are performed; or
- Any other person whose services, according to applicable law, must be treated as Dentist's services for purposes of this policy. Each such person must be licensed where the services are performed and must act within the scope of that license. The person must also be certified and/or registered if required.

In-Network Dentist means a Dentist who is contracted with Premier Access and has a contractual agreement with Premier Access to accept the Maximum Allowed Charge as payment in full for a dental service.

Maximum Allowed Charge means the lesser of:

- The amount charged by the Dentist; or
- The maximum amount which the In-Network Dentist has agreed with Premier Access to accept as payment in full for the dental service.

Out-of-Network Dentist means a Dentist who is not contracted with Premier Access.

We, Us and Our means Premier Access Insurance Company.

SCHEDULE OF EXHIBITS

Exhibit #	Exhibit Type
1	Premium Schedule
2	Schedule of Benefits

Notice Informing Individuals about Nondiscrimination and Accessibility Requirements

Discrimination is Against the Law

Guardian and its subsidiaries comply with applicable Federal civil rights laws and does not discriminate based on race, color, national origin, age, disability, sex, or actual or perceived gender identity. It does not exclude people or treat them differently because of their race, color, national origin, age, disability, sex, or actual or perceived gender identity.

Guardian and its subsidiaries provide free aids and services to people with disabilities to communicate effectively with us, such as: qualified sign language interpreters; written information in other formats (large print, audio, accessible electronic formats); and it provides free language services to people whose primary language is not English, such as qualified interpreters and Information written in other languages. If you need these services:

For group insurance, call the telephone number on your identification card
For Individual Coverage, please call 844-561-5600
For TTY/TDD, Dial 7-1-1

If you believe that Guardian or one of its subsidiaries has not provided these services or if it has discriminated against you based on race, color, national origin, age, disability, sex, or actual or perceived gender identity, you can file a grievance with:

Guardian Civil Rights Coordinator
ATTN: Chandra Downey, Assistant Vice President Commercial & Government Markets Compliance
The Guardian Life Insurance Company of America
10 Hudson Yards
New York, NY 10001
212-598-8000

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Guardian Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

By mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue
SW Room 509F, HHH Building
Washington, D.C. 20201
1-800–368–1019
1-800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

Guardian subsidiaries include First Commonwealth Inc. subsidiary companies, Managed Dental Care, Managed Dental Guard, Inc., Avēsis Incorporated, Premier Access Insurance Company and Access Dental Plan, Inc.

No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call Member Services (TTD/TTY 7-1-1). Guardian® and its subsidiaries* comply with applicable Federal civil rights laws and do not discriminate because of race, color, national origin, age, disability, sex, or actual or perceived gender identity.

SPANISH – Servicios de idiomas sin costo. Puedes obtener un intérprete Puede obtener documentos leídos y algunos enviados a usted en su idioma. Para obtener ayuda, llame a Servicios para Miembros (TTD / TTY 7-1-1). Guardian® y sus subsidiarias* cumplen con las leyes federales de derechos civiles aplicables y no discriminan por motivos de raza, color, nacionalidad, edad, discapacidad, sexo o identidad de género real o percibida.

ARMENIAN - Չկան ծախսերի լեզուների ծառայություններ: Դուք կարող եք ստանալ թարգմանիչ: Դուք կարող եք ստանալ փաստաթղթեր կարդալու ձեզ եւ ոմանք ձեր լեզվով ուղարկված են: Օգնության համար զանգահարեք Անդամների ծառայություններ: Guardian® ը եւ նրա դուստր ձեռնարկությունները համապատասխանում են դաշնային քաղաքացիական իրավունքի մասին օրենքներին եւ չեն խտրում ռասայի, գույնի, ազգային ծագման, տարիքի, հաշմանդամության կամ սեռի հիման վրա:

ARABIC - الحصول علي مترجم .يمكنك الحصول علي وثائق تقرا لك والبعض أرسلت لك في لغتك .للحصول علي تعليمات ، اتصل بخدمات الأعضاء .ويمتثل الوصي والفروع التابعة له لقوانين الحقوق المدنية الاتحادية السارية ولا يميز علي أساس العرق أو اللون أو الأصل القومي أو السن أو الاعاقه أو الجنس.

BENGALI - কোনো কস্ট ল্যাঙ্গুয়েজ সার্ভিস নেই । দোভাষী পেতে পারেন । আপনি আপনার কাছে আপনার কাছে পাঠানো নথিপত্র পেতে পারেন এবং আপনার ভাষায় কিছু পাঠিয়েছেন । সাহায্যের জন্য, কল মেম্বার সার্ভিস । "গার্ডিয়ান" এবং এর সাবসিডিয়ারি * প্রযোজ্য ফেডারেল নাগরিক অধিকার আইন এবং জাতি, রঙ, জাতীয় উৎপত্তি, বয়স, অক্ষমতা, বা লিঙ্গের ভিত্তিতে বৈষম্যমূলক ব্যবহার করে না ।

CAMBODIAN - មិនមានសេវាកម្មភាសាថ្លៃទេ។ អ្នកអាចទទួលអ្នកបកែ អ្នកអាចអានឯកសារដែលអ្នកបានអានហើយខ្លះផ្ញើទៅអ្នកជាភាសារបស់អ្នក។ សំរាប់ជំនួយសូមហៅទូរស័ព្ទទៅសេវាកម្មសមាជិក។ "អាណាព្យាបាល" និងក្រុមហ៊ុនបុត្រសម្ព័ន្ធ * របស់វាគោរពតាមច្បាប់សិទ្ធិស៊ីវិលរបស់សហព័ន្ធហើយមិនរើសអើងលើមូលដ្ឋានពូជសាសន៍ពណ៌សម្បុរដើមកំណើតអាយុពិការភាពឬការរួមភេទឡើយ។

CHINESE - 无成本语言服务。你可以找个翻译。您可以将文档读给您, 有些则用您的语言发送给您。有关帮助, 请致电成员服务。 监护人及其附属公司 * 遵守适用的联邦民权法, 不因种族、肤色、国籍、年龄、残疾或性别而受到歧视。

FRENCH - Aucun coût des services linguistiques. Vous pouvez obtenir un interprète. Vous pouvez obtenir des documents lus pour vous et certains qui vous sont envoyés dans votre langue. Pour de l'aide, appelez les services aux membres. Guardian® et ses filiales* respectent les lois fédérales applicables en matière de droits civiques et ne discriminent pas sur la base de la race, de la couleur, de l'origine nationale, de l'âge, du handicap ou du sexe.

GERMAN - Keine Kosten Sprachdienstleistungen. Sie können einen Dolmetscher bekommen. Sie können Dokumente lesen, um Sie und einige an Sie in ihrer Sprache. Rufen Sie die Mitglieder Dienste auf, um Hilfe zu leisten. Der Guardian® und seine Tochtergesellschaften * entsprechen den geltenden Bundes bürgerlichen Rechtsvorschriften und diskriminieren nicht auf der Grundlage von Rasse, Farbe, nationaler Herkunft, Alter, Behinderung oder Geschlecht.

HAITIAN-CREOLE - Pa gen sèvis konbinazon lang. Ou ka jwenn yon entèprèt. Ou ka jwenn dokiman li pou ou ak kèk voye pou nou nan lang ou. Pou èd, rele sèvis manb. Guardian®, epi li filiales * soumèt li a aplikab lwa Federal dwa sivil pa diskrimine sou baz ras, koulè, orijin nasyonal, laj, enfimite, oubyen sèks

HINDI -कोई लागत भाषा सेवाएं । तुम एक दुभाषिया प्राप्त कर सकते हैं । आप दस्तावेज़ आप को पढ़ने के लिए और कुछ अपनी भाषा में आप के लिए भेजा प्राप्त कर सकते हैं । मदद के लिए, सदस्य सेवाएं कॉल करें । द गार्जियन और उसकी सहायक कंपनियां * लागू संघीय नागरिक अधिकार कानूनों का अनुपालन करती हैं और जाति, रंग, राष्ट्रीय मूल, आयु, विकलांगता या सेक्स के आधार पर भेदभाव नहीं करतीं ।

HMONG - Tsis muaj nqi lus pab. Koj yuav tau ib tug neeg txhais lus. Koj yuav tau txais tej ntaub ntawv nyeem rau koj thiab ib co rau koj xa koj cov lus. Pab, hu rau Member Services. Guardian® thiab nws cov subsidiaries* raws li muaj txog neeg txoj cai tsoom fwv teb chaws thiab cais ib haiv neeg, xim, keeb kwm teb chaws, hnub nyoog, mob xiam oob qhab los yog pw ua ke.

ITALIAN – Servizi linguistici senza costi. È possibile ottenere un interprete. È possibile ottenere documenti letti a voi e alcuni inviati a voi nella vostra lingua. Per assistenza, chiamare i servizi membri. Guardian® e le sue filiali* sono conformi alle leggi federali vigenti in materia di diritti civili e non discriminano sulla base di razza, colore, origine nazionale, età, invalidità o sesso.

JAPANESE - 無償の言語サービスはありません。通訳を受けることができます。あなたは、あなたとあなたの言語で送信されたいくつかのドキュメントを読んで得ることができます。ヘルプについては、メンバーサービスを呼び出します。 ガーディアン とその子会社 * 適用される連邦民事権法に準拠し、人種、色、国の起源、年齢、障害、または性別に基づいて差別していません。

KOREAN -비용 언어 서비스 없음. 통역을 받을 수 있습니다. 당신은 문서를 당신에 게 읽어 얻을 수 있으며 일부는 귀하의 언어로 보냈습니다. 도움말을 위해 멤버 서비스를 호출 합니다. 후견인 및 그것의 자회사 *는 적용 가능한 연방 시민권 법률에 따르고 인종, 색깔, 국가 근원, 나이, 무력, 또는 성을 기준으로 하여 감 별 하지 않는다.

NAVAHO - DÍÍ BAA'ÁKONÍNÍZIN bizaad bee yánitti'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shǫǫdí ninaaltsoos nitł'izí bee nééhozinígíí bine'dęę' t'áá jíík'ehgo béésh bee hane'í biká'ígíí bee hodíilnih.

PUNJABI – ਕੋਈ ਲਾਗਤ ਭਾਸ਼ਾ ਸੇਵਾਵਾਂ ਨਹੀਂ ਤੁਸੀਂ ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ ਤੁਸੀਂ ਦਸਤਾਵੇਜ਼ ਪੜ੍ਹ ਸਕਦੇ ਹੋ ਅਤੇ ਕੁਝ ਤੁਹਾਡੀ ਭਾਸ਼ਾ ਵਿਚ ਤੁਹਾਨੂੰ ਭੇਜੀ ਜਾ ਸਕਦੀ ਹੈ. ਸਹਾਇਤਾ ਲਈ, ਸਦੱਸ ਸੇਵਾਵਾਂ ਨੂੰ ਕਾਲ ਕਰੋ "ਗਾਰਡੀਅਨ" ਅਤੇ ਇਸ ਦੀਆਂ ਸਹਾਇਕ ਕੰਪਨੀਆਂ ਲਾਗੂ ਹੋਣ ਵਾਲੇ ਸੰਘੀ ਸ਼ਹਿਰੀ ਅਧਿਕਾਰਾਂ ਦੇ ਕਾਨੂੰਨਾਂ ਦੀ ਪਾਲਣਾ ਕਰਦੀਆਂ ਹਨ ਅਤੇ ਨਸਲ, ਰੰਗ, ਰਾਸ਼ਟਰੀ ਮੂਲ, ਉਮਰ, ਅਪੰਗਤਾ ਜਾਂ ਲਿੰਗ ਦੇ ਆਧਾਰ ਤੇ ਵਿਤਕਰਾ ਨਹੀਂ ਕਰਦੀਆਂ

RUSSIAN - Нет затрат языковых услуг. Вы можете получить переводчика. Вы можете получить документы, прочитанные вам и некоторые послал к вам на вашем языке. Для справки позвоните в службу участников. Guardian® и его дочерние компании * соответствуют действующим федеральным законам о гражданских правах и не допускают дискриминации по признаку расы, цвета кожи, национального происхождения, возраста, инвалидности или пола.

POLISH – Usługi językowe bez kosztów. Można uzyskać tłumacza. Możesz pobrać dokumenty do Ciebie, a niektóre wysyłane do Ciebie w swoim języku. Aby uzyskać pomoc, należy wywołać usługi członkowskie. Guardian® i jego spółki zależne * są zgodne z obowiązującymi przepisami prawa federalnego w zakresie praw obywatelskich i nie dyskryminuje ze względu na rasę, kolor, pochodzenie narodowe, wiek, niepełnosprawność lub płeć.

PORTUGUESE - Nenhum serviço de linguagem de custo. Pode arranjar um intérprete. Você pode obter documentos lidos para você e alguns enviados para você em seu idioma. Para ajudar, ligue para os serviços de membros. Guardian® e suas subsidiárias * cumprem as leis federais aplicáveis aos direitos civis e não discriminam com base na raça, cor, origem nacional, idade, incapacidade ou sexo.

SERBO-CROATION – Nema troškova jezičke usluge. Možete dobiti prevodioca. Možete dobiti dokumente čitati te i neke vama poslati na vašem jeziku. Za pomoć, zovi usluge za članstvo. Guardian® i njene podružnice * u skladu sa federalnom građanska prava je primenjivan i ne diskriminira na osnovu rase, boje, nacionalnog porekla, godinama, invaliditeta ili seks.

SYRIAC - ምንም ወጭ የቋንቋ አገልግሎት የለም. አስተርጓሚ ማግኘት ይችላሉ. ሰነዶች ለእርስዎ እንዲያነቡልዎት ሲደረጉ አንዳንድ ደግሞ በቋንቋዎ ይላክልዎታል. እርዳታ ለማግኘት ለአባላት አገልግሎቶች ይደውሉ. "ዘውዳዊው" እና ተባባሪዎቻቸው * በሚመለከታቸው የፌዴራል ሲቪል መብቶች ሕጎች የተከበሩ እና በዘር, በቀለም, በብሄራዊ አመጣጥ, በእድሜ, በአካል ጉዳት ወይም በየታ መለያዊነት ላይ አድልዎ አያደርጉም

TAGALOG – Walang mga serbisyo sa gastos ng wika. Maaari kang makakuha ng interpreter. Maaari kang makakuha ng mga dokumento na basahin sa iyo at sa ilan ay nagpadala sa iyo sa iyong wika. Para sa tulong, tawagan ang serbisyo para sa miyembro. Guardian® at subsidyaryo nito* sumunod sa naaangkop na pederal batas sa karapatang sibil at hindi nagtatangi batay sa lahi, kulay, bansang pinagmulan, edad, kapansanan, o kasarian.

THAI - ไม่มีบริการภาษาต้นทุน คุณจะได้รับล่าม คุณสามารถรับเอกสารที่อ่านได้และส่งถึงคุณในภาษาของคุณ สำหรับความช่วยเหลือให้เรียกใช้บริการสมาชิก "ผู้ปกครอง " และบริษัทย่อย * เป็นไปตามกฎหมายว่าด้วยสิทธิมนุษยชนของรัฐบาลกลางและไม่ได้จำแนกตามพื้นฐานของการแข่งขันสีจุดกำเนิดแห่งชาติอายุความพิการหรือเพศ

VIETNAMESE - Không có ngôn ngữ chi phí dịch vụ. Bạn có thể nhận được một thông dịch viên. Bạn có thể nhận được tài liệu đọc bạn và một số được gửi đến cho bạn bằng ngôn ngữ của bạn. Để được trợ giúp, hãy gọi Dịch vụ hội viên. Guardian® và công ty con của nó * tuân thủ các luật liên bang quyền dân sự và không phân biệt đối xử trên cơ sở chủng tộc, màu sắc, nguồn gốc quốc gia, tuổi, người Khuyết tật hoặc quan hệ tình dục.

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