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Group Number: 00543568

## City of Columbus

All Eligible Employees

Here you'll find information about your following employee benefit(s). Be sure to review the enclosed - it provides everything you need to sign up for your Guardian benefits.

### **PLAN HIGHLIGHTS**

- Dental
- Vision

### **Questions? Concerns?**

Helpline (888) 600-1600

Call weekdays, 7:00 AM to 8:30 PM, EST.

And refer to your plan number: 00543568

# Welcome

Dear City of Columbus Employee,

We're pleased to tell you that Guardian will be our coverage provider this year. We have chosen Guardian because of its competitive rates, excellent service reputation, and extensive plan designs.

We have worked hard to negotiate group rates that will be affordable for all employees. All coverage is paid through payroll deduction.

City of Columbus

## Dental Benefit Summary

**Group Number:** 00543568

### About Your Benefits:

Taking care of your teeth can be expensive. That's why the right dental insurance is so important — it not only pays for preventive care that can keep you and your family healthy, but it also helps pay for more extensive, costly and often unexpected expenses — such as fillings, crowns and root canals. Plus, you save money and have the assurance that you are getting the right care when you use one of our contracted dentists. Guardian been providing outstanding dental plans to millions of Americans for more than 50 years. When you enroll with Guardian, you have access to one of the nation's largest dental networks offering significant discounts so you know there's always high-quality, affordable dental care close by. From preventive checkups and cleanings, to comprehensive oral care treatments, we have you covered.

**Option 1 or 2:** With your PPO plan, you'll have access to one of the largest networks of dentists with two reimbursement levels that give you more control over savings. You will always save money with any dentist in Guardian's network and when they belong to a tier in the Enhanced Coverage reimbursement level you will maximize your savings.

Your Dental Plan	Option 1: Low		Option 2: High	
	Enhanced Coverage	Standard Coverage	Enhanced Coverage	Standard Coverage
<b>Your Network is</b> DentalGuard Preferred	Alliance Select, Elite, Connect	Plus, Non-Contracted	Alliance Select, Elite, Connect	Plus, Non-Contracted
<b>Your Bi-weekly premium</b>	<b>\$16.03</b>		<b>\$20.47</b>	
You and 1 dependent (Spouse or Child)	\$31.28		\$39.87	
You, spouse and child(ren)	\$47.95		\$61.35	
<b>Calendar year deductible</b>	<i>Enhanced</i>	<i>Standard</i>	<i>Enhanced</i>	<i>Standard</i>
Individual	\$50	\$50	\$50	\$50
Family limit	3 per family (applies to all levels)		3 per family (applies to all levels)	
Waived for	Preventive	Preventive	Preventive	Preventive
<b>Charges covered for you (co-insurance)</b>	<i>Enhanced</i>	<i>Standard</i>	<i>Enhanced</i>	<i>Standard</i>
Preventive Care	100%	100%	100%	100%
Basic Care	60%	60%	80%	80%
Major Care	40%	40%	50%	50%
Orthodontia	Not Covered (applies to all levels)		50%	50%
<b>Annual Maximum Benefit</b>	\$1000	\$1000	\$1500	\$1500
<b>Preventive Services Exempt from Maximum</b>	Yes		Yes	
<b>Maximum Rollover</b>	Yes (applies to all levels)		Yes (applies to all levels)	
Rollover Threshold	\$500		\$700	
Rollover Amount	\$250		\$350	
Rollover Amount	\$350		\$500	
Rollover Account Limit	\$1000		\$1250	
<b>Lifetime Orthodontia Maximum</b>	Not Applicable (applies to all levels)		\$1000 (applies to all levels)	
<b>Dependent Age Limits</b>	26 (applies to all levels)		26 (applies to all levels)	

## A Sample of Services Covered by Your Plan:

		Option 1: Low Plan pays (on average)		Option 2: High Plan pays (on average)	
Preventive Care	Cleaning (prophylaxis)	100%	100%	100%	100%
	Frequency:	Once Every 6 Months (applies to all levels)		Once Every 6 Months (applies to all levels)	
	Fluoride Treatments	100%	100%	100%	100%
	Limits:	No Age Limits (applies to all levels)		Under Age 19 (applies to all levels)	
	Oral Exams	100%	100%	100%	100%
	Sealants (per tooth)	100%	100%	100%	100%
	X-rays	100%	100%	100%	100%
Basic Care	Anesthesia*	60%	60%	80%	80%
	Fillings†	60%	60%	80%	80%
	Periodontal Maintenance	60%	60%	80%	80%
	Frequency:	Once Every 6 Months (applies to all levels)		Once Every 6 Months (applies to all levels)	
		(Enhanced)		(Enhanced)	
	Root Canal	60%	60%	80%	80%
	Scaling & Root Planing (per quadrant)	60%	60%	80%	80%
Major Care	Simple Extractions	60%	60%	80%	80%
	Bridges and Dentures	40%	40%	50%	50%
	Inlays, Onlays, Veneers**	40%	40%	50%	50%
	Perio Surgery	40%	40%	50%	50%
	Repair & Maintenance of Crowns, Bridges & Dentures	40%	40%	50%	50%
	Single Crowns	40%	40%	50%	50%
	Surgical Extractions	40%	40%	50%	50%
Orthodontia	Orthodontia	Not Covered		50%	50%
	Limits:	(applies to all levels)		Child(ren) (applies to all levels)	

Guardian's Preferred Provider Organization consists of Dentists in the DentalGuard Preferred ("DGP") network. These tiers represent specific benefit levels as described in Your Schedule of Benefits. Network access varies by geographic location and zip code. Please visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to confirm your Dentist's tiered participation.

This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded. \*\*For PPO and or Indemnity members, Crowns, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury or other pathology when the tooth cannot be restored with amalgam or composite filling material. When Orthodontia coverage is for "Child(ren)" only, the orthodontic appliance must be placed prior to the age limit set by your plan; If full-time status is required by your plan in order to remain insured after a certain age; then orthodontic maintenance may continue as long as full-time student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply. The total number of cleanings and periodontal maintenance procedures are combined in a 12 month period. \*General Anesthesia – restrictions apply. †For PPO and or Indemnity members, Fillings – restrictions may apply to composite fillings.

*This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.*

### Manage Your Benefits:

Go to [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date..

### Find A Dentist:

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com)  
Click on "Find A Provider"; You will need to know your plan, which can be found on the first page of your dental benefit summary.

### Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00543568

**Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date. Please note, self-serve options over the phone or online at Guardian Anytime are not available until the case is fully implemented, please wait to speak to a live agent when calling the Guardian Helpline.**

## EXCLUSIONS AND LIMITATIONS

- Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred Network PPO plans: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-I-DG6 et al.
- **PPO and or Indemnity Special Limitation:** Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG6



# Dental Maximum Rollover<sup>®</sup>

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

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

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

Plan Annual Maximum*	Threshold	Maximum Rollover Amount	In-Network Only Rollover Amount	Maximum Rollover Account Limit
\$1000	\$500	\$250	\$350	\$1000
Maximum claims reimbursement	Claims amount that determines rollover eligibility	Additional dollars added to Plan Annual Maximum for future years	Additional dollars added to Plan Annual Maximum for future years if only in-network providers were used during the benefit year	Plan Annual Maximum plus Maximum Rollover cannot exceed \$2,000 in total

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

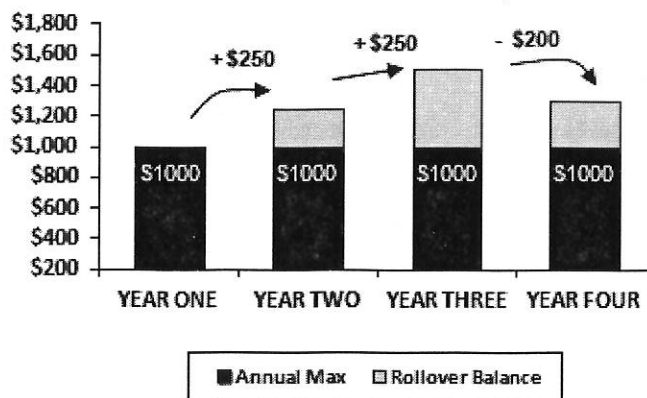
### Here's how the benefits work:

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

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

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

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



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

### NOTES:

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

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

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

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America or its subsidiaries, New York, NY. Products are not available in all states. Policy limitations and exclusions apply.

Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.

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





# Dental Maximum Rollover<sup>®</sup>

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

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

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

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

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

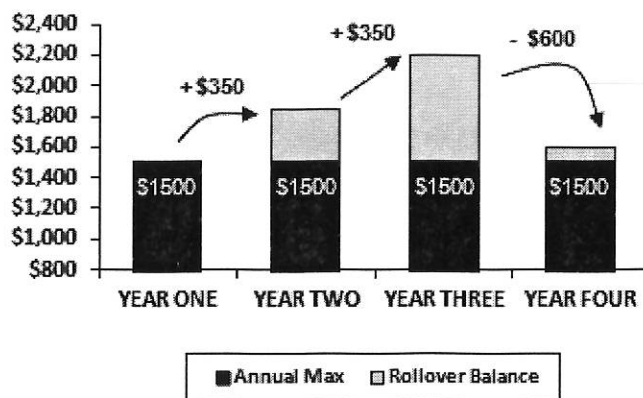
### Here's how the benefits work:

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

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

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

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



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

### NOTES:

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

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

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

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

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

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## Vision Benefit Summary

**Group Number:** 00543568

### About Your Benefits:

Eye care is a vital component of a healthy lifestyle. With vision insurance, having regular exams and purchasing contacts or glasses is simple and affordable. The coverage is inexpensive, yet the benefits can be significant! Guardian provides rich, flexible plans that allow you to safeguard your health while saving you money. Review your plan options and see why vision insurance may be a great benefit for you.

**Option 1:** Visit any doctor with your **Full Feature** plan, but save by visiting any of the 50,000+ locations in the nation's largest vision network, including Costco Optical, Visionworks, Clarkson Eyecare, Shopko Eyecare Center, Visioncare Associates, Rxoptical and more.

**Option 2:** Significant out-of-pocket savings available with your **Full Feature** plan by visiting one of Davis Vision's network locations including retail centers such as Wal-Mart®, JCPenney®, Sears®, Target®, Sam's Club®, Pearle®, and Visionworks®.

Your Vision Plan	Option 1: Full Feature		Option 2: Full Feature - Designer	
<b>Your Network is</b>	VSP Choice Network		Davis Vision	
<b>Your Bi-weekly premium</b>	<b>\$ 5.36</b>		<b>\$ 4.41</b>	
You and 1 dependent	\$ 8.13		\$ 6.69	
You, spouse and child(ren)	\$ 14.31		\$ 11.75	
<b>Copay</b>				
Exams Copay	\$ 10		\$ 10	
Materials Copay (waived for non-formulary elective contact lenses)	\$ 25		\$ 25	
<b>Sample of Covered Services</b>	You pay (after copay if applicable):		You pay (after copay if applicable):	
	In-network	Out-of-network	In-network	Out-of-network
Eye Exams	\$0	Amount over \$39	\$0	Amount over \$50
Single Vision Lenses	\$0	Amount over \$23	\$0	Amount over \$48
Lined Bifocal Lenses	\$0	Amount over \$37	\$0	Amount over \$67
Lined Trifocal Lenses	\$0	Amount over \$49	\$0	Amount over \$86
Lenticular Lenses	\$0	Amount over \$64	\$0	Amount over \$126
Frames	80% of amount over \$130 <sup>1</sup>	Amount over \$46	80% of amount over \$130* <sup>2</sup>	Amount over \$48
Costco Frame Allowance	Amount over \$70		N/A	
Contact Lenses (Elective)	Amount over \$130	Amount over \$100	N/A	N/A
Contact Lenses (Elective and conventional)	N/A	N/A	85% of amount over \$130*	Amount over \$105
Contact Lenses (Planned replacement and disposable)	N/A	N/A	85% of amount over \$130*	Amount over \$105
Contact Lenses (Medically Necessary)	\$0	Amount over \$210	\$0	Amount over \$210
Cosmetic Extras	Avg. 20-25% off retail price	No discounts	Avg. 40-60% off retail price	No discounts

Your Vision Plan	Option 1: Full Feature	Option 2: Full Feature - Designer
Glasses (Additional pair of frames and lenses)	20% off retail price** No discounts	Courtesy discount from most providers No discounts
Laser Correction Surgery Discount	Up to 15% off the usual charge or 5% off promotional price No discounts	Up to 25% off the usual charge or 5% off promotional price No discounts
<b>Service Frequencies</b>		
Exams	Every calendar year	Every calendar year
Lenses (for glasses or contact lenses)‡‡	Every calendar year	Every calendar year
Frames	Every two calendar years‡‡‡	Every two calendar years
Network discounts (glasses and contact lens professional service)	Limitless within 12 months of exam.	Applies to first purchase & courtesy discount from most providers on subsequent purchases.
<b>Dependent Age Limits</b>	26	26
To Find a Provider:	Register at VSP.com to find a participating provider.	Visit www.GuardianAnytime.com and click on "Find a Provider"

### VSP

- ‡‡Benefit includes coverage for glasses or contact lenses, not both.
- \*\* For the discount to apply your purchase must be made within 12 months of the eye exam.
- Charges for an initial purchase can be used toward the material allowance. Any unused balance remaining after the initial purchase cannot be banked for future use. The only exception would be if a member purchases contact lenses from an out of network provider, members can use the balance towards additional contact lenses within the same benefit period.
- †Extra \$20 on select brands
- ‡‡‡. The VSP system considers contact lenses to be the equivalent of a full pair of eyeglasses (lenses and frames) so while the member can obtain contact lenses one year and standard eyeglass lenses the next year, the frames benefit would not be available until 24 months or two calendar years, depending on the plan design, after the date the member obtained the contact lenses.

### Davis

- ‡‡Benefit includes coverage for glasses or contact lenses, not both.
- Contact lenses from Davis Vision's Collection are available at most private practice locations with Full Feature and Materials Only plans. Contacts from the collection are covered in full including fitting and evaluation, in excess of the plan's materials copay. Elective contacts that are not part of the Collection are covered up to the plan's elective contact lens allowance and the materials copay is waived.
- \*Due to lower prices available at Wal-mart and Sam's Club locations, discounts do not apply. Members will pay 100% of the amount over their allowance.
- For Davis Vision, complete eyeglasses must be purchased at one time from one provider. For example, if a member purchases only lenses, he or she cannot purchase frames later in the same benefit period. The member is not eligible for new vision materials until the next benefit period. Only charges for an initial purchase can be used toward the material allowance. Any unused balance remaining after the initial purchase cannot be banked for future use.
- ‡Extra \$50 at Visionworks stores

***This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.***

### Manage Your Benefits:

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### Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00543568.

**Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date. Please note, self-serve options over the phone or online at Guardian Anytime are not available until the case is fully implemented, please wait to speak to a live agent when calling the Guardian Helpline.**

## EXCLUSIONS AND LIMITATIONS

*Important Information:* This policy provides vision care limited benefits health insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. Coverage is limited to those charges that are necessary for a routine vision examination. Co-pays apply. The plan does not pay for: orthoptics or vision training and any associated supplemental testing; medical or surgical treatment of the eye; and eye examination or corrective eyewear required by an employer as a condition of employment; replacement of lenses and frames that are furnished under this plan, which are lost or broken (except at normal intervals when services are otherwise available or a warranty exists). The plan limits benefits for blended lenses, oversized lenses, photochromic lenses, tinted lenses, progressive multifocal lenses, coated or laminated lenses, a frame that exceeds plan allowance, cosmetic lenses; U-V protected lenses and optional cosmetic processes.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract #GP-I-DAVIS-05-VIS et al. Contract #GP-I-VSN-96-VIS et al.

### **Laser Correction Surgery:**

Laser surgery is not an insured benefit. The surgery is available at a discounted fee. The covered person must pay the entire discounted fee. In addition, the laser surgery discount may not be available in all states.

Welcome to the College Tuition Benefits Rewards program! Your Plan Sponsor has worked with Guardian to make College Tuition Benefit services available to eligible participants enrolling in the following coverage/option(s):

Coverage	Option
Dental	Option 1: Low Option 2: High

## Register Today!

You can now create your Rewards account and start accumulating your Tuition Rewards that can be used to pay up to one year's tuition at over 380 private colleges and universities across the nation. In 2016, over \$60 million in College Tuition Benefit Rewards were submitted by high school seniors. **Here is how it works:**

- Annual enrollment in this plan earns you 2,000 Tuition Rewards (1 Reward = \$1 in tuition reduction at a network of Private Colleges and Universities) for each line of Guardian coverage (up to four lines).
- Guardian Dental participants receive a bonus after year four.
- These rewards are yours for your lifetime and can be given to children, grandchildren, nieces, nephews and godchildren.

The Tuition Rewards program is provided by College Tuition Benefit. The Guardian Life Insurance Company of America (Guardian) does not provide any services related to this program. College Tuition Benefit is not a subsidiary or an affiliate of Guardian.

### Print and cut out ID Card

College Tuition Benefits Rewards- ID Card	
<p>Register@ <b><a href="http://www.GuardianCollegeTuitionBenefit.com">www.GuardianCollegeTuitionBenefit.com</a></b></p> <p><b>User ID:</b> Is Your Guardian Group Plan Number that can be found on your benefit booklet <b>Password:</b> Guardian</p>	<p><b>The College Tuition Benefit</b> 435 Devon Park Drive Building 400, Suite 410 Wayne, PA 19087 Phone: (215) 839-0119 Fax: (215) 392-3255</p>

## **ADDITIONAL MATERIALS**







## **NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

**Effective: 05/01/2016**

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

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

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

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

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

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

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

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

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

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

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

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

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

Guardian is required to use or disclose your PHI:

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

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

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

Other Uses and Disclosures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**How to Contact Us:**

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

Attention:       Guardian Corporate Privacy Officer  
                    National Operations

Address:         The Guardian Life Insurance Company of America  
                    Group Quality Assurance - Northeast  
                    P.O. Box 2457  
                    Spokane, WA 99210-2457