

ALL ELIGIBLE MEMBERS
00070043



POLK EDUCATION ASSOCIATION BENEFITS TRUST FUND Benefits Plan

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

- Dental

Find a Provider Online. It's easy.

- Search by: specialty, languages spoken, and more
- Side-by-side comparisons of provider information
- Get maps and driving direction
- Save your search criteria for easy access ...and much more

Go to www.Guardianlife.com. Click on "Find a Provider"

Questions? Concerns?

Helpline (888) 600-1600

Call weekdays, 8:00AM to 8:30PM, EST. And refer to your plan number: 00070043

Dental Plans

Option 1 or 2: LOW PLAN or MID PLAN 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 Tier 1 reimbursement level you will maximize your savings. Reimbursement for covered services received from a non-contracted dentist will be based on Guardian's fee schedule.

Option 3: HIGH PLAN 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 Tier 1 reimbursement level you will maximize your savings. Reimbursement for covered services received from a non-contracted dentist will be based on a percentile of the prevailing fee data for the dentist's zip code.

Your Dental Plan

	Option 1: LOW PLAN		Option 2: MID PLAN		Option 3: HIGH PLAN	
	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
Your Network is DentalGuard Preferred Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar year deductible	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
Individual	\$50	\$50	\$50	\$50	\$50	\$50
Family limit	3 per family (applies to all levels)	3 per family (applies to all levels)	3 per family (applies to all levels)	3 per family (applies to all levels)	3 per family (applies to all levels)	3 per family (applies to all levels)
Waived for	Preventive	Preventive	Preventive	Preventive	Preventive	Preventive
Charges covered for you (co-insurance)	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
Preventive Care	75%	75%	100%	100%	80%	80%
Basic Care	50%	50%	80%	80%	80%	80%
Major Care	30%	30%	50%	50%	80%	80%
Orthodontia	Not Covered (applies to all levels)	Not Covered (applies to all levels)	50%	50%	50%	50%
Annual Maximum Benefit	\$1000 (applies to all levels)		\$1000 (applies to all levels)		\$1500 (applies to all levels)	
Maximum Rollover	Yes (applies to all levels)		Yes (applies to all levels)		Yes (applies to all levels)	
Rollover Threshold	\$500	\$500	\$500	\$500	\$700	\$700
Rollover Amount	\$250	\$250	\$250	\$250	\$350	\$350
Rollover Account Limit	\$1000	\$1000	\$1000	\$1000	\$1250	\$1250
Lifetime Orthodontia Maximum	Not Applicable (applies to all levels)		\$1000 (applies to all levels)		\$1000 (applies to all levels)	
Dependent Age Limits	26 (applies to all levels)*		26 (applies to all levels)*		26 (applies to all levels)*	

* **Family coverage** for spouse and children if the child is dependent upon the member for support and is: (i) living in the member's household; or (ii) a full-time or part-time student.

YOUR GUARDIAN PLAN OFFERS:

No charge for preventive care (subject to plan limits)

Maximum rollover If a member submits at least one claim and stays under the claims threshold, a part of the unused maximum will be rolled over for use in future years.

Great selection of dentists convenient to you - yours is likely in our network!

Reliable claims payment four days on average

Find out if your dentist is in Guardian's network at www.Guardianlife.com

Let Guardian put its 30-plus years of dental benefits experience to work for you and your family.

CATEGORY PLAN DETAILS

Option 1: LOW PLAN

Option 2: MID PLAN

Option 3: HIGH PLAN

	Plan pays (on average)	Plan pays (on average)	Plan pays (on average)
Preventive Care	Tier1 75% Once Every 6 Months (applies to all levels) 75% No Age Limits (applies to all levels) 75% 75% 75%	Tier 2 75% Once Every 6 Months (applies to all levels) 100% 100% 100% 100%	Tier 2 80% Once Every 6 Months (applies to all levels) 80% No Age Limits (applies to all levels) 80% 80% 80%
<p>Cleaning (prophylaxis) Frequency:</p> <p>Fluoride Treatments Limits: Oral Exams Sealants (per tooth) X-rays</p>	<p>Tier2 75% Once Every 6 Months (applies to all levels) 75% No Age Limits (applies to all levels) 75% 75% 75%</p>	<p>Tier 2 100% Once Every 6 Months (applies to all levels) 100% No Age Limits (applies to all levels) 100% 100% 100%</p>	<p>Tier 2 80% Once Every 6 Months (applies to all levels) 80% No Age Limits (applies to all levels) 80% 80% 80%</p>
Basic Care	Anesthesia* Fillings† Perio Surgery Root Canal Simple Extractions Surgical Extractions	50% 50% 50% 50% 50% 50%	80% 80% 80% 80% 80% 80%
Major Care	Bridges and Dentures Dental Implants Inlays, Onlays, Veneers** Periodontal Maintenance Frequency: Repair & Maintenance of Crowns, Bridges & Dentures Scaling & Root Planning (per quadrant) Single Crowns	30% 30% 30% 30% Once Every 6 Months (applies to all levels) 30% 30% 30%	80% 80% 80% 80% Once Every 6 Months (applies to all levels) 80% 80% 80%
Orthodontia	Orthodontia Limits:	50% Child(ren) (applies to all levels)	50% Child(ren) (applies to all levels)

Please note: The plan details listed here are some of the most common services related to dental coverage. The co-insurance percentages for the PPO plan options correspond to the coverage categories of Preventive, Basic, Major and Orthodontia listed in the table above.

Some services may be paid under a different category than listed. The actual co-insurance shown reflects your plan's coverage.

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.Guardianlife.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 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. *General Anesthesia - restrictions apply. †For PPO and or Indemnity members, Fillings- restrictions may apply to composite fillings.

This document is a summary of the major features of the referenced insurance coverage. It is intended for illustrative purposes only and does not constitute a contract. The insurance plan documents, including the policy and certificate, comprise the contract for coverage. The full plan description, including the benefits and all terms, limitations and exclusions that apply will be contained in your insurance certificate. The plan documents are the final arbiter of coverage. Coverage terms may vary by state and actual sold plan. The premium amount reflected in this summary are an approximation; if there is a discrepancy between this amount and the premium actually billed, the latter prevails.

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 # DG7-P et al.

Dental Maximum Rollover[®]

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.

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.

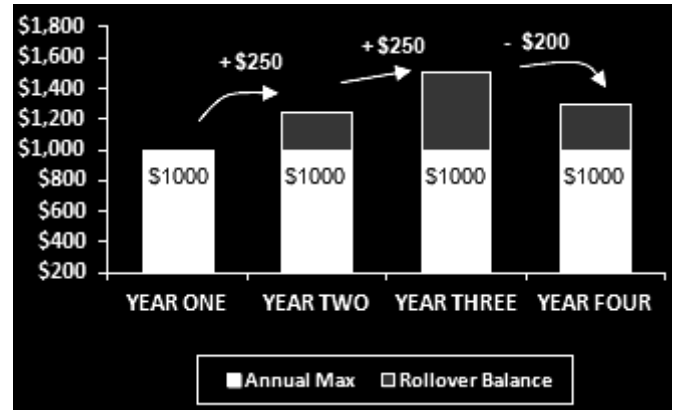
Here's how the benefits work:

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[®]

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.

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.

Guardian Choice – Additional Details

You have the flexibility to choose the plan that can best meet your needs.

Both plans can meet your needs; the difference is how out-of-network benefits are reimbursed.

Here's how this benefit works:

Premiums are the same for either plan

Option to switch plans each year at annual enrollment time

Save an average of 30% over what dentists usually charge by using network providers

	Value Plan	Network Access Plan
Plan Description:	Benefits are paid at the same coinsurance percentages in-network and out-of-network. When you seek in-network care, you receive our PPO savings and you'll have less out of pocket costs	Benefits are paid at the same coinsurance percentages in-network and out-of-network. You retain complete freedom of choice to see any dentist in or out-of-network.
In-network:	Benefits are based on a negotiated contracted fee schedule (an average discount of 30%). No additional fees to the dentist!	
Out-of-network:	<ul style="list-style-type: none"> Benefits are based on the discounted fee schedules agreed upon by our network dentists. Any amount that is charged over the fee schedule is the responsibility of the patient. 	<ul style="list-style-type: none"> Benefits are based on usual, customary and reasonable (UCR) charges that dentists in your area charge for each procedure.
Co-insurance:	<ul style="list-style-type: none"> Preventive services are covered 100%. Co-insurance for other services is higher than the Network Access Plan. 	<ul style="list-style-type: none"> Preventive services are covered 100%. Co-insurance for other services is lower than the Value Plan.

To find a dentist, visit www.GuardianAnytime.com or download our Guardian Anytime mobile app.

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

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.

Tobacco cessation

Personalized resources that can help you or your family members quit

According to the American Dental Association (ADA), tobacco use is one of the leading causes of preventable illness in the US. Not only does tobacco use damage oral health, but it also can impact physical and mental well-being. The decision to quit can have positive effects on oral, physical, and mental health. The Guardian + Pelago tobacco cessation program connects dental members who are facing challenges while trying to stop using tobacco or vaping use with personalized, digital resources to reduce usage or quit for good.

Support for a tobacco-free life

Dedicated care team

- Access to qualified coaches to help guide you at every step of your journey
- A clinical assessment to determine the best plan for you

Digital tools

- Personalized tracking: Tools to help you track personal triggers, cigarettes smoked, dollars saved, and health progress
- Helpful cognitive behavioral therapy (CBT) content: Audio sessions and interactive exercises to help you learn new techniques for dealing with craving triggers

Nicotine replacement therapy

- Support with managing cravings and reaching your goals
- Access to gum and patch aids to manage and lessen cravings

How to access

- This benefit is included with your dental benefits for you and your dependents, beginning at age 15.
- You and your enrolled dependents have access to a digital, easy-to-use virtual clinic with proven results.
- To access, visit my.pelagohealth.com/guardian

***Pelago is the only digital program validated in 13 peer reviewed journals and a randomized control trial.**

Tobacco Cessation benefits discussed herein are provided by Pelago (Pelago Benefits). Pelago is not a medical care provider. The Guardian Life Insurance Company of America (Guardian) does not control or provide any part of the Pelago Benefits and does not bear any liability for their provision. This informational resource is not a contract and is for illustrative purposes only. Only the policy contains applicable terms. Pelago Benefits may not be available in all states. Guardian and Pelago reserve the right to discontinue the Pelago Benefits at any time without notice. Guardian® is a registered trademark of The Guardian Life Insurance Company of America, New York, NY and is used with permission. ©2024 The Guardian Life Insurance Company of America. All rights reserved. 2024-172400 (exp. 4/26)



NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL 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.

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 disclose 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.

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 981573
El Paso, TX 79998-1573