



GUARDIAN®

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Group Number: 004333332

# ELIZABETHTOWN COLLEGE

ALL ELIGIBLE ADMIN, FACULTY AND HOURLY 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

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## Dental Benefit Summary

**Group Number:** 004333332

### 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 has 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.

With your **PPO** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist. Out-of-network benefits are based on a percentile of the prevailing fee data for the dentist's zip code.

### Your Dental Plan

#### PPO

Your Network is		DentalGuard Preferred	
Calendar year deductible		In-Network	Out-of-Network
Individual		\$50	\$50
Family limit		3 per family	
Waived for		Preventive	Preventive
Charges covered for you (co-insurance)		In-Network	Out-of-Network
Preventive Care		100%	100%
Basic Care		80%	80%
Major Care		50%	50%
Orthodontia		50%	50%
Annual Maximum Benefit		\$1500	\$1500
Preventive Services Exempt from Maximum		Yes	
Maximum Rollover		Yes	
Rollover Threshold		\$700	
Rollover Amount		\$350	
Rollover In-network Amount		\$500	
Rollover Account Limit		\$1250	
Lifetime Orthodontia Maximum		\$1000	
Dependent Age Limits		26	

A Sample of Services Covered by Your Plan:

PPO			
Plan pays (on average)			
Preventive Care	Cleaning (prophylaxis) Frequency: Fluoride Treatments Limits: Oral Exams Sealants (per tooth) X-rays	In-network	Out-of-network
		100%  2 in 12 Months   in 6 Months 100%  Under Age 19 100% 100% 100%	100%     100% 100% 100%
Basic Care	Anesthesia* Fillings‡ Perio Surgery Periodontal Maintenance Frequency: Repair & Maintenance of Crowns, Bridges & Dentures Root Canal Scaling & Root Planing (per quadrant) Simple Extractions	80% 80% 80% 80%  Once Every 3 Months	80% 80% 80% 80%  80%
Major Care	Bridges and Dentures Inlays, Onlays, Veneers** Single Crowns Surgical Extractions	50% 50% 50% 50%	50% 50% 50% 50%
Orthodontia	Orthodontia Limits:	50%	Child(ren) 50%

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. \*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 amounts reflected in this summary are an approximation; if there is a discrepancy between this amount and the premium actually billed, the latter 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.

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-1-DG2000 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-DG2000

# Members Save on Eyewear Enhancements through Davis Network Discounts

Service	Patient Price	Average Discount
Routine Eye Examination	15% off provider's Usual and Customary	15%
<b>Frames*</b>		
Priced up to \$70 Retail	\$40	40%
Priced above \$70 Retail	\$40 plus 10% off the amount over \$70	28%
<b>Lenses (Uncoated Plastic)*</b>		
Single Vision	\$35	30%
Bifocal	\$55	27%
Trifocal	\$65	28%
Lenticular	\$110	31%
<b>Lens Options (Add to Lens Prices Above)*</b>		
Polarized Lenses	\$75	20%
High Index Lenses	\$55	40%
Glass Lenses	\$18	40%
Polycarbonate Lenses	\$30	50%
Blended Invisible Bifocals	\$20	60%
Intermediate Vision Lenses	\$30	80%
Scratch Resistant Coating	\$20	33%-66%
Standard Anti-Reflective Coating	\$45	20%
Ultraviolet Coating	\$15	25%
Solid Tint	\$10	30%
Gradient Tint	\$12	20%
Photogrey	\$35	20%-45%
Plastic Photosensitive	\$65	35%-55%
<b>Contact Lenses</b>		
Conventional	20% off Usual and Customary	20%
Disposable/Planned Replacement	10% off Usual and Customary	20%
Membership in Lens 1-2-3 mail order replacement contact lens program	Free Membership	Up to 50%
<b>Other Products</b>		
Laser Vision Correction**	Up to 25% off Usual and Customary	Up to 25%

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com) or contact member services at 877-393-7363 for more information

Additional discounts are not applicable at Walmart and Sam's Club locations. At Walmart and Sam's Club locations, members will receive their everyday low prices on frame, exam and contact lens purchases. For standard eyeglass lenses, you will receive the lower of the Davis Vision discounted charge or Walmart or Sam's Club's everyday low price. Discounts on exams and materials are available once every 12 months.

\*Special lens designs, materials, powers, and frames may require additional cost. | \*\* Or receive an additional 5% discount on any advertised specials – whichever is lowest

# 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.

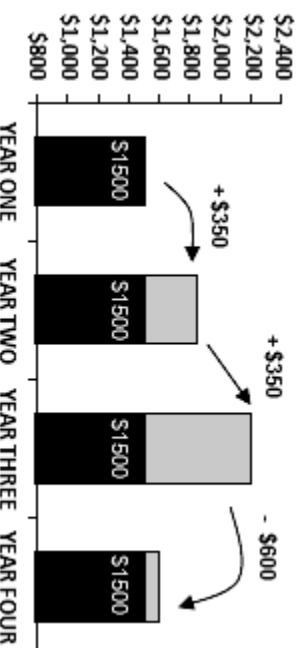
### Here's how the benefits work:

**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.

# Preventive Advantage – Additional Details

## Enjoy preventive dental care, with no deduction from your plan's annual maximum.

With Preventive Advantage, you can receive all preventive care, including exams, cleanings, x-rays and fluoride treatments, without having the benefit expenses deducted from your annual maximum. That means you can stretch your benefit even further for even more savings to you.

- **Simply pay the applicable co-insurance and deductible for Preventive care (if any)**
- **The entire annual maximum amount is preserved for other dental needs**
- **Preventive care will continue to be covered even after the annual maximum is met**

Dentists recommend oral exams and cleanings every six months. Now you can take good care of your oral health without having to balance the need for dental procedures.

Take advantage of Preventive Care for good oral health	...and save the annual maximum for other dental care needs, such as:
<ul style="list-style-type: none"><li>▪ Oral exams</li><li>▪ Cleaning</li><li>▪ X-Rays</li><li>▪ Fluoride treatments</li></ul>	<ul style="list-style-type: none"><li>▪ Fillings</li><li>▪ Root canal</li><li>▪ Crowns</li><li>▪ Oral surgery</li><li>▪ Dentures and bridgework</li></ul>

### Here's how this benefit works for you:

Joe visits the dentist for his annual cleaning. His deductible is \$25. The cleaning costs \$125. All expenses above the deductible are covered and, with the Preventive Advantage plan option, will not reduce the Annual Maximum.

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.

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Vision Benefit Summary

Group Number: 00433332

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:** 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®.

**Option 2:** Visit any network doctor in your **Access Plan** and you'll receive discounts on exams, glasses, contact and laser vision surgery. (Benefits provided with the election of Dental coverage, unless a Vision plan is selected.)

Your Vision Plan	Option 1: Full Feature - Designer		Option 2: Discount Access
Your Network is	Davis Vision		Davis Vision
Copay	\$ 0		Not Applicable
Sample of Covered Services	You pay (after copay if applicable):		Sample of Coverage Services are Not Applicable for Discount Access
Eye Exams	In-network	Out-of-network	
Single Vision Lenses	\$0	Amount over \$30	
Lined Bifocal Lenses	\$0	Amount over \$25	
Lined Trifocal Lenses	\$0	Amount over \$35	
Lenticular Lenses	\$0	Amount over \$45	
Frames	\$0	Amount over \$60	
Contact Lenses (Elective and conventional)	Amount over \$60 <sup>2</sup>	Amount over \$30	
Contact Lenses (Planned replacement and disposable)	Amount over \$60	Amount over \$45	
Contact Lenses (Medically Necessary)	Amount over \$60	Amount over \$45	
Cosmetic Extras	\$0	Amount over \$225	
Glasses (Additional pair of frames and lenses)	Avg. 40-60% off retail price	No discounts	
Laser Correction Surgery Discount	Courtesy discount from most providers	No discounts	
	Up to 25% off the usual charge or 5% off promotional price	No discounts	
Service Frequencies			Limitless - 15% off doctor's usual charge Not Applicable Not Applicable
Exams	Every 12 months		
Lenses (for glasses or contact lenses)††	Every 12 months		
Frames	Every 12 months		
Network discounts (glasses and contact lens professional service)	Applies to first purchase & courtesy discount from most providers on subsequent purchases.		Applies to first purchase & courtesy discount from most providers on subsequent purchases.

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com) and click on "Find a Provider"

*This is only a partial list of vision services. Your certificate of benefits will show exactly what is covered and excluded.*

### 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.
- 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.
- <sup>2</sup>Extra \$50 at Visionworks stores

*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 amounts reflected in this summary are an approximation; if there is a discrepancy between this amount and the premium actually billed, the latter 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.

## 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.

#### Laser Correction Surgery:

Up to 25% off for vision laser 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.



## GUARDIAN<sup>®</sup>

### **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 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](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 981573  
El Paso, TX 79998-1573



GUARDIAN®

Guardian Life, P.O. Box 981585,  
El Paso, TX 79998-1585

Please print clearly and mark carefully.

Employer Name: <b>ELIZABETHTOWN COLLEGE</b>	Group Plan Number: <b>00433332</b>	Benefits Effective: _____
PLEASE CHECK APPROPRIATE BOX	Initial Enrollment	Re-Enrollment
Increase Amount	Family Status Change	Add Employee/Dependents
		Drop/Refuse Coverage
		Information Change

Class: ALL ELIGIBLE ADMIN. FACULTY AND HOURLY EMPLOYEES	Division: _____	Subtotal Code: _____	(Please obtain this from your Employer)
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<b>About You:</b>		First, MI, Last Name:		Social Security Number	
Address		City	State		Zip
Gender: M F	Date of Birth (mm-dd-yy): ____ - ____ - ____	Phone: ( ) ____ - ____			
Email Address:	Are you married or do you have a spouse? Yes No		Date of marriage/union: ____ - ____ - ____		
	Do you have children or other dependents? Yes No		Placement date of adopted child: ____ - ____ - ____		

<b>About Your Job:</b>		Hours worked per week: _____		Job Title: _____	
Work Status:					
Active Retired	Cobra/State Continuation	Date of full time hire: ____ - ____ - ____			

**About Your Family:** Please include the names of the dependents you wish to enroll for coverage. A dependent is a person that you, as a taxpayer, claim; who relies on you for financial support; and for whom you qualify for a dependent tax exemption. Dependent tax exemptions are subject to IRS rules and regulations. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.

Spouse (First, MI, Last Name)	Gender M F	Social Security Number ____ - ____ - ____		
Address/City/State/Zip:	Date of Birth (mm-dd-yyyy) ____ - ____ - ____			
Phone: ( ) -				
Child/Dependent 1:	Add Drop	Gender M F	Social Security Number ____ - ____ - ____	Status (check all that apply) Student (post high school) Disabled Non standard dependent
Address/City/State/Zip:	Date of Birth (mm-dd-yyyy) ____ - ____ - ____			
Phone: ( ) -				
Child/Dependent 2:	Add Drop	Gender M F	Social Security Number ____ - ____ - ____	Status (check all that apply) Student (post high school) Disabled Non standard dependent
Address/City/State/Zip:	Date of Birth (mm-dd-yyyy) ____ - ____ - ____			
Phone: ( ) -				





**Signature**

An employee's decision to elect Vision or not elect Vision must be retained until the next plan's Open Enrollment period. If the employee elects not to enroll in vision coverage, they are not eligible to enroll until the plan's next Open Enrollment period.

I understand that my dependent(s) cannot be enrolled for a coverage if I am not enrolled for that coverage.

Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.

If coverage is waived and you later decide to enroll, late entrant penalties may apply. You may also have to provide, at your own expense, proof of each person's insurability. Guardian or its designee has the right to reject your request.

Plan design limitations and exclusions may apply. For complete details of coverage, please refer to your benefit booklet. State limitations may apply.

I hereby apply for the group benefit(s) that I have chosen above.

I understand that I must meet eligibility requirements for all coverages that I have chosen above.

I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.

I acknowledge and consent to receiving electronic copies of applicable insurance related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.

**I attest that the information provided above is true and correct to the best of my knowledge.**

**Any person who with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any materially, false information or conceals for purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties, or denial of insurance benefits.**

**The state in which you reside may have a specific state fraud warning. Please refer to the attached Fraud Warning Statements page.**

**The laws of New York require the following statement to appear: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (Does not apply to Life Insurance.)**

**SIGNATURE OF EMPLOYEE X \_\_\_\_\_**

**DATE \_\_\_\_\_**

Enrollment Kit 00433332, 0001, EN

**Fraud Warning Statements**

**The laws of several states require the following statements to appear on the enrollment form:**

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Arizona:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**California:** For your protection California law requires the following to appear on this form: The falsity of any statement in the application shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Connecticut, Iowa, Nebraska, and Oregon:** Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of a fraudulent insurance act, which may be a crime, and may also be subject to civil penalties.

**Delaware, Indiana and Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kansas:** Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud as determined by a court of law.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana and Texas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinements in state prison.

**Maine, Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland :** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Rhode Island:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in N.H. Rev. Stat. Ann. § 638:20

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment or a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties or denial of insurance benefits.

**Ohio:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Virginia:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.