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**MFY Legal Services (G-390849)  
Basic Life Program  
Benefit Illustration**

**Plan Features**

- You have coverage paid for by your company equivalent to 150% of your annual salary to a maximum of 100,000, if you meet eligibility requirements.
- **Accidental Death and Dismemberment** insurance equal to the employee's life benefits.
- **Disability Waiver of Premium:** Waiver of premium for disabled employees up to age 65 with premiums waived for life.
- **Portability:** Portability of employee coverage is available, upon satisfactory completion of evidence of insurability.
- **Conversion:** An employee can convert this policy to an individual policy (subject to the terms of the employer's contract).

**Age Reduction**

- **Coverage Amounts** for the employee reduce 35% at age 65 and an additional 15% at age 70.

**Important Information About Basic Life:** You must be working full time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specified waiting period. Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding 1 year; or (b) in an area under travel warning by the US Department of State, subject to state specific variations.  
GP-1-R-EOPT-96 et al.

**This handout is for illustrative purposes. You will receive benefit booklets when your enrollment application is processed. If there is a discrepancy between this handout and your benefit booklet, the benefit booklet prevails.**

# Benefit Summary

*for Long Term Disability has been prepared for the employees of:*

## **MFY Legal Services, Inc.**

### **Plan Features:**

- This plan covers 60% of your current monthly salary if you suffer from a disabling accident or illness on or off the job.
- The maximum monthly benefit is \$6,000; the minimum monthly benefit covered under this plan is \$50.
- Benefit payments will begin after you have been unable to work for 180 days (elimination period) due to disability.
- For the first two years of disability, you will receive benefit payments while you are unable to work in your own occupation. After two years, you will continue to receive benefits if you cannot work in any occupation based on training, experience and education.
- Under your employer sponsored plan you will receive benefit payments until Social Security Normal Retirement Age while you remain disabled.
- Maternity is covered as any other illness.
- You will receive your benefit payment on a monthly basis.
- Your covered salary excludes bonuses and commissions.
- This plan includes an Employee Assistance Program, which delivers toll-free confidential crisis intervention; there is no charge to you or your dependents for the call or a referral for treatment; treatment charges are covered according to your health benefits plan.
- This plan includes partial disability benefits. You must be totally disabled through the elimination period and receive one monthly payment for total disability. After the work incentive period, benefits payments are then reduced by 50% of your current monthly earnings.
- This plan includes a work incentive feature. We will not reduce our benefit by your part-time earnings for the first 12 months of partial employment, unless the sum of such earnings and our gross monthly benefit exceeds 100% of your prior earnings. If the total exceeds 100%, we deduct only the excess from our benefit.



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# Benefit Summary

- **Mandatory Rehabilitation:** Participation entitles the insured to receive an LTD benefit equal to 110% of the net payment they would otherwise be entitled to. If deemed eligible, employee's must participate in Guardian approved Rehabilitation program.

## **Long Term Disability Limitations:**

- This plan will not cover a disability caused by any pre-existing condition you had within 3 months before the latest of (a) the effective date of your insurance under our plan; (b) the effective date of a change that increases the benefits payable by our plan; and (c) the effective date of a change in your benefit election that increases the benefit payable by our plan. You can receive benefits for this condition if your disability begins after you have been insured under this plan for 12 months. However, if this plan replaces an existing plan, we will credit the number of months you were covered under your previous plan and under our plan to determine whether you have met the requirement for 12 months.
- You can receive benefits for a disability due to mental/nervous or alcohol/drug disorder for up to 24 months, combined, during your lifetime.
- Benefit payments will be reduced by any Social Security disability benefits that you or your family members are eligible to receive; benefits will also be reduced by other forms of income you receive, such as Workers' Compensation and sick leave.

**Long Term Disability General Limitations and Exclusions:** We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse. We do not pay benefits for charges relating to a covered person: taking part in any war or act of war (including service in the armed forces); committing a felony or taking part in any riot or other civil disorder; or intentionally injuring themselves or attempting suicide while sane or insane. We do not pay benefits during any period in which a covered person is confined to a correctional facility, an employee is not under the care of a doctor, and the employee's loss of earnings is not solely due to disability. This policy provides disability income insurance only. It does not provide "basic hospital," "basic medical," or "major medical" insurance as defined by the New York State Insurance Department. If the plan is new (not transferred): This LTD plan does not pay charges relating to a pre-existing condition. A pre-existing condition includes any condition for which an employee consults with a physician, receives advice or treatment, or takes prescribed drugs. Please refer to plan documents for specific time periods. Contract #'s GP-1-LTD94-A,B,C-1.0 et al.; GP-1-STD94-1.0 et al; GP-1-LTD2K-1.0 et al, GP-1-STD2K-1.0 et al

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# Questions and Answers

## ***Guardian's AbilityGuard Select Disability Program***

### ***What is AbilityGuard Select?***

AbilityGuard Select is an insurance plan whereby the employer is purchasing a core level of benefits for the employee and employees have the opportunity to elect extended coverage. Your portion of this plan can be paid for through convenient payroll deductions.

### ***What exactly will my disability plan cover?***

Your new plan will cover a percentage of your income if you suffer from a disabling accident, illness, pregnancy or complications of pregnancy.

### ***What about Workers' Compensation and Social Security?***

Workers' Compensation covers you only if you're injured on the job and doesn't cover an illness unless it's work related. Social Security disability coverage is not guaranteed and rarely provides enough coverage to maintain your lifestyle.

### ***Will my disability plan cover a work-related injury?***

If you're enrolling in *long term disability*: yes. Benefits you receive from Workers' Compensation will be deducted from your Guardian benefit check.

### ***What other benefits do you provide?***

If you are totally disabled and have Guardian long term disability coverage, we have a program that can help you qualify for Social Security disability benefits. In addition, we provide vocational rehabilitation assistance to help you return to work.

### ***What is not covered?***

Disability benefits are not payable for any disability caused by 1) war or any act of war (including services in the armed forces; 2) committing a felony or taking part in a riot or civil disorder; and 3) intentionally injuring yourself or attempting suicide while sane or insane. No benefits are payable for any period during which you are confined to a correctional facility, you are not under the care of a doctor and your loss of earnings is not solely due to disability. Your plan may or may not cover a pre-existing condition; check your Benefit and Cost Summary for more information. This plan provides disability income insurance only. It does not provide "basic hospital," "basic medical" or "major medical" insurance as defined by the New York State Insurance Department.

### ***If I become disabled, how soon will my benefit begin?***

There is an initial period of time following the start of a disability, called an elimination period, when benefits are not payable. After this period has elapsed, benefits will be paid. See the enclosed Benefit and Cost Summary for the length of your plan's elimination period.



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# Questions and Answers

***Once I receive Disability benefits, will my premiums be waived?***

Yes. Your premium payments will be waived once you satisfy the elimination period and are eligible to receive a benefit.

***Will my disability benefit checks be taxable?***

For benefits paid on the employer portion and any employee portion paid with *pre-tax dollars*, your benefit checks will be taxable. If, however, all of the required employee premiums were paid with *post-tax dollars* in the year you became disabled, your LTD benefit checks will be tax free after two years of benefits have been paid.

***How often will I receive a disability benefit check?***

Long term disability benefits are paid monthly.

***Will payments from other sources affect the amount of disability benefits paid to me?***

Yes. Your disability benefit will be reduced by other sources of income you receive due to your disability, such as Workers' Compensation and Social Security. Ask your Guardian representative for details.

***When will my coverage go into effect?***

Your benefits coordinator will notify you when your coverage takes effect. You must be working full time on the effective date of your coverage; otherwise, your coverage becomes effective the day you return to work full time, subject to the full terms of the plan.

**Long Term Disability General Limitations and Exclusions:** We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse. We do not pay benefits for charges relating to a covered person: taking part in any war or act of war (including service in the armed forces); committing a felony or taking part in any riot or other civil disorder; or intentionally injuring themselves or attempting suicide while sane or insane. We do not pay benefits during any period in which a covered person is confined to a correctional facility, an employee is not under the care of a doctor, and the employee's loss of earnings is not solely due to disability. This policy provides disability income insurance only. It does not provide "basic hospital," "basic medical," or "major medical" insurance as defined by the New York State Insurance Department. If the plan is new (not transferred): This LTD plan does not pay charges relating to a pre-existing condition. A pre-existing condition includes any condition for which an employee consults with a physician, receives advice or treatment, or takes prescribed drugs. Please refer to plan documents for specific time periods. Contract #'s GP-1-LTD94-A,B,C-1.0 et al.; GP-1-STD94-1.0 et al; GP-1-LTD2K-1.0 et al, GP-1-STD2K-1.0 et al



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## **Introducing Maximum Rollover, Guardian's New Innovative Dental Feature**

**Members can now save their annual maximum dollars for a time when they need them most!**

With Maximum Rollover, we'll roll over a portion of each DentalGuard member's unused annual maximum into their personal Maximum Rollover Account (MRA). The MRA can be used in future years, if a member reaches the plan's annual maximum.

Even better, if a member uses the services of Preferred Providers exclusively during the benefit year, we'll increase the amount credited to his or her MRA.

To qualify, a member must submit a claim and not exceed the paid claims threshold during the benefit year.

- The employee and each insured dependent maintain separate MRAs based on their own claim activity. Each member's MRA may not exceed the MRA Limit.
- Each employee will receive an annual MRA statement detailing his or her account and those of his or her dependents. Each employer will receive a statement showing all members' MRAs.

*Maximum Rollover is currently available for cases with 250+ employees for effective or renewal dates on or after January 1, 2005. Effective November 1st, it will be available for 10+ cases with effective or renewal dates on or after January 1, 2005.*

**For Maximum Rollover plan details, please see the accompanying chart and example.**

**Thank you for choosing Guardian – a dental market Leader.**



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## Maximum Rollover Plan Types

PLAN ANNUAL MAXIMUM *	THRESHOLD	MAXIMUM ROLLOVER AMOUNT	IN-NETWORK ONLY MAXIMUM ROLLOVER AMOUNT	MAXIMUM ROLLOVER ACCOUNT LIMIT
\$500	\$200	\$100	\$150	\$500
\$750	\$300	\$150	\$200	\$500
\$1000	\$500	\$250	\$350	\$1000
\$1200	\$600	\$300	\$400	\$1200
\$1250	\$600	\$300	\$450	\$1250
\$1500	\$700	\$350	\$500	\$1250
\$2000	\$800	\$400	\$600	\$1500
\$2500	\$900	\$450	\$700	\$1500
\$3000	\$1000	\$500	\$750	\$1500

*\* 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.*

- For calendar year accumulation cases with a plan 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 2005, claim activity in 2006 will be used and applied to MRAs for use in 2007.
- Applies to new entrants who join the plan (calendar year or policy year accumulation) with 3 months or less remaining in the benefit year, as of the next benefit year. For example, if a member joins a calendar year plan in November of 2006, claim activity in 2007 will be used to determine how much is credited to his MRA for use in 2008, if any.
- Maximum Rollover is not available with cases that don't cover Major services and 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.
- May not be available in all states.



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## Maximum Rollover In Action

Following is an example demonstrating how Maximum Rollover works:

PLAN ANNUAL MAXIMUM	THRESHOLD	MAXIMUM ROLLOVER AMOUNT	IN-NETWORK ONLY MAXIMUM ROLLOVER AMOUNT	MAXIMUM ROLLOVER ACCOUNT LIMIT
\$1000	\$500	\$250	\$350	\$1000

### Year 1

**MRA: \$0**

**Paid Claims: \$400 (some out-of-network)**

- The paid claims do not exceed the \$500 threshold for the Plan Annual Maximum of \$1000. Therefore, \$250 is added to the MRA for Year 2.

### Year 2

**MRA: \$250**

**Paid Claims: \$900**

- The paid claims exceed the threshold of \$500. Therefore, no additional amount is added to the MRA for Year 3. None of the MRA is used.

### Year 3

**MRA: \$250**

**Paid Claims: \$1200**

- The member's Year 3 paid claims exceed the \$1000 annual maximum, therefore, \$200 of the MRA is used. No additional amount is added to the member's MRA because Year 3 paid claims exceeded the threshold.

### Year 4

**MRA: \$50**

**Paid Claims: \$1050**

- The member's MRA for the next year is now empty. The remaining \$50 was used and no additional amount is added because Year 4 paid claims exceed the threshold of \$500.

### Year 5

**MRA: \$0**

**Paid Claims: \$400 (all in-network)**

- The member's MRA for the next year is now \$350. Year 5 paid claims did not exceed the threshold and the member gets an extra Maximum Rollover Amount (\$350) for an in-network only profile.





**MFY Legal Services, LLC**  
**DentalGuard Preferred Provider (PPO) Program**  
**Benefit Illustration**

	Percentage Paid	
	In-network	Out-of-network
<b>Deductible</b> (*Waived for Preventive Services)	<b>\$0.00*</b>	<b>\$50.00</b>
<b>Services</b>		
<b>Preventive Services</b>	<b>100%</b>	<b>80%</b>
<ul style="list-style-type: none"><li>o Emergency Palliative Treatment</li><li>o Fluoride Treatments; every six months</li><li>o Oral Examination - every six months</li><li>o Space Maintainers for Children - under age 16</li><li>o Teeth Cleaning - every six months</li><li>o Topical Sealants for unrestored molar teeth - one treatment for child(ren) under 16 in a three (3) year period</li><li>o X-Rays - four bitewings every twelve months full mouth series every five years</li></ul>		
<b>Basic Services</b>	<b>90%</b>	<b>80%</b>
<ul style="list-style-type: none"><li>o Crowns: Stainless Steel</li><li>o Diagnostic Consultation- one per year</li><li>o Endodontic Services/Root Canal Therapy</li><li>o Fillings: Amalgam &amp; Anterior Composites</li><li>o General Anesthesia- surgical procedures only</li><li>o Injectable Antibiotics- for treatment of a dental condition only</li><li>o Laboratory Test</li><li>o Oral Surgery- Uncomplicated extractions</li><li>o Periodontal Services</li><li>o Repairs of dentures, bridgework, crowns, etc.</li></ul>		
<b>Major Services</b>	<b>60%</b>	<b>50%</b>
<ul style="list-style-type: none"><li>o Bridges Installation-fixed and removable</li><li>o Crowns: Resin, Metal</li><li>o Dental Implants</li><li>o Dentures- Full and Partial</li><li>o Inlays</li><li>o Onlays</li><li>o Posts</li></ul>		

## Orthodontic Services

- o \$1,000 lifetime maximum for adults & child(ren) under age 19
- o (The deductible does not apply to Orthodontic services)

## Cosmetic Services

50%

50%

- o Bleaching - limited to once every 24 months for each arch.
- o \$50 Separate cosmetic deductible (*in & out of network combined*)
- o \$500 Annual Maximum

## Plan Features

- o There is a \$1,500 annual maximum for Preventive, Basic and Major services combined.
- o Maximum Rollover: With Maximum Rollover, we'll roll over a portion of each member's unused annual maximum, called the Maximum Rollover Amount, into his or her Maximum Rollover Account (MRA). The MRA can be used in future years, if a member reaches the plan's Annual Maximum.

Even better, if a member uses the services of Preferred Providers exclusively during the benefit year, we'll increase the amount credited to his or her MRA to the In-network Only Maximum Rollover Amount.

To qualify, a member must submit a claim and not exceed the paid claims Threshold during the benefit year. The employee and each insured dependent maintain separate MRAs based on their own claim activity. Each member's MRA may not exceed the MRA limit.

Maximum Rollover Plans based on a calendar year benefit period with a plan effective date in October, November or December; the plan features will be effective as of the first full benefit year. (Example: If a plan starts in November of 2007, claim activity in 2008 will be used and applied to MRAs for use in 2009).

PLAN ANNUAL MAXIMUM **	THRESHOLD	MAXIMUM ROLLOVER AMOUNT	IN-NETWORK ONLY MAXIMUM ROLLOVER AMOUNT	MAXIMUM ROLLOVER ACCOUNT LIMIT
\$1500	\$700	\$350	\$500	\$1250

- o Employee joining the plan as a new entrant with 3 months or less remaining in the benefit year: the MRA accumulation will begin as of the first full benefit year. (Example: An Employee joining in November of 2007, claim activity in 2008 will be used and applied to MRAs for use in 2009).
- o \*Deductible is waived for Preventive services. 3 individual deductibles per family.
- o Children are covered up to age 20 or 26 if a full time student.
- o Employee/Dependents enrolling outside of the plan eligibility period may be subject to Late Entrant<sup>1</sup> penalties.
- o No waiting periods apply for eligible employees/dependents
- o All out of network services are based on usual, reasonable, and customary rates for given area.
- o Dental Claims - P. O. Box 2459, Spokane, WA 99210-2459, ph: 1-800-541-7846, fax: 509-468-4590.
- o Guardian has contracted with dental providers to provide discounts off services and procedures to Guardian dental plan members. To locate a provider, please reference our On-Line Provider Directory at [www.GuardianLife.com](http://www.GuardianLife.com).
- o Pre-determination Review - Guardian will gladly assist you and your dentist by determining what benefits could be payable for services and procedures over \$300. Have your dentist fax your treatment plan to Guardian, note that it is a pre-determination review and we will let your dentist know what benefits would be payable. (This includes orthodontic treatment if your plan includes it)
- o **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

- o Guardian is committed to keeping your clients and their employees healthy and smiling – and helping you stand out from the competition by now offering:

<sup>1</sup> A late entrant is a person who becomes insured more than 31 days after he is eligible; or becomes insured again, after his coverage lapsed because he did not make required payments. We won't cover charges incurred by a late entrant for (1) Group II (basic) services until 6 months from the date he is insured by this plan; and (2) Group III (major) services until 12 months from the date he is insured by this plan; (3) and Group IV (orthodontics) services until 24 months from the date he is insured by this plan and Group V (cosmetic) services until 12 months from the date he is insured by this plan.

#### **DentalGuard General Limitations and Exclusions**

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, 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.

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