The Guardian Life Insurance Company of America
A Mutual Company – Incorporated 1860 by the State of New York
10 Hudson Yards, New York, New York 10001

Individual Dental Family Insurance Policy

POLICYOWNER:	Refer to Your ID Card
POLICY NUMBER:	Refer to Your ID Card
EFFECTIVE DATE:	The Effective Date Approved by Us
POLICY ANNIVERSARIES:	The Anniversary of the Effective Date, Each Year.

The Guardian Life Insurance Company ("Guardian") certifies that You are being issued this Policy as the Policyholder for the Dental Insurance described in this Policy. This Policy includes the Schedule of Benefits for the plan. **PLEASE READ THIS POLICY CAREFULLY.**

NOTICE TO BUYER: THIS IS A LIMITED BENEFIT DENTAL INSURANCE POLICY. THIS POLICY PROVIDES DENTAL BENEFITS ONLY. PLEASE READ THIS POLICY CAREFULLY.

RENEWAL AT THE OPTION OF THE COMPANY

This Policy is conditionally renewable and will continue in effect as long as the Policyowner pays the premiums when they are due or within the grace period in accordance with the terms and conditions of this Policy.

You may renew this Policy for a further term by timely payment of renewal, unless We send You prior notice of Our intention not to renew. If We do refuse to renew We must do so on all Policies of this form issued under the same class in Your state. At least 60 days prior to the premium due date, We will send written notice of non-renewal to Your last known address shown on record. Non-renewal will not affect any otherwise valid claim that starts while this Policy is in force.

We reserve the right to change rates on this Policy issued to persons of the same class in Your state. If We do raise Your premium due to a change in rates, then at least 60 days prior to Your renewal date, We will send written notice to You at Your last known address shown on record.

TEN-DAY RIGHT TO EXAMINE POLICY

You have the right to return this Policy to Guardian within 10 days of receipt, and to have the premium refunded if, after examination, You are not satisfied with this Policy for any reason.

This Policy is governed by the laws of the State/Commonwealth of HI.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of the effective date approved by Us, which is its date of issue.



Michael Prestileo, Senior Vice President

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DENTAL POLICY OF INSURANCE

This Individual Dental Policy, along with the Schedule of Benefits with exclusions and limitations, and application, provides a complete description of how Your Guardian dental plan operates, Your benefits and the plan's restrictions and limitations.

ENTIRE CONTRACT; CHANGES

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

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

TIME LIMIT ON CERTAIN DEFENSES

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

PROHIBITION OF RESCISSION

Guardian shall not rescind this Policy once You are covered under the Policy, except if You have performed an act or practice that constitutes fraud or make an intentional misrepresentation of a material fact as prohibited by the terms of this Policy. This Policy shall not be cancelled without prior notice to You.

NOTICE REGARDING YOUR RIGHTS AND RESPONSIBILITIES

Rights:

- Guardian will comply with all applicable laws relating to privacy.
- You and Your Dentist are responsible for Your dental treatment. Guardian does not require or prohibit any specified treatment. Only certain specified services are covered for benefits.
- You may request a pre-treatment estimate of benefits for the dental services to be provided. However, actual benefits will be determined after treatment has been performed.
- You may request a written response from Guardian to any written concern or complaint.
- You have the right to receive an explanation of benefits which describes the benefit determinations for Your dental insurance.

Responsibilities:

- You must pay any charges for services performed by the Dentist. If the Dentist agrees to accept part of the payment directly from Guardian, You must pay the remaining part of the Dentist's charge.
- You should follow the treatment plans and health care recommendations agreed upon by You and the Dentist.

ELIGIBILITY AND ENROLLMENT

Who May Enroll

You and any of Your eligible dependents may enroll in this plan. Guardian defines eligible dependents as:

- Your spouse or domestic partner.
- Your reciprocal beneficiary.

- Your children or grandchildren, up to age 26, for whom You provide care, including adopted children, stepchildren, or other children for whom You are required to provide dental care pursuant to a court or administrative order.
- Your children who are incapable of self-sustaining employment and support due to a developmental disability or physical handicap.

When Coverage Begins

Coverage will begin on the first day of the month following the date Your premium payment is received by Guardian, so long as the premium is received on or before the twentieth (20th) day of the preceding month. Check with Guardian if You have any questions about when Your coverage begins.

Minimum Enrollment Period

You must enroll for a minimum of twelve (12) months. Enrollment in this dental coverage beyond Your initial twelve (12) month commitment will be automatically continued until You disenroll. If this dental coverage is purchased through an exchange, then the exchange will determine the enrollment period.

Disenrollment

Enrollment in this dental coverage beyond Your initial twelve (12) month commitment will be automatically continued until You disenroll.

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

Disenrollment may also occur when Your premium payment is not received by the first (1st) of the month following the due date on Your invoice. Please see the "Grace Period" provision below for more information.

Loss of Eligibility

A Covered Person will lose eligibility:

- On the first day of the month for which Guardian does not receive the required premium payment, subject to the Grace Period.
- On the last day of the month in which a notice of voluntary termination is received.
- On the last day of the month in which he or she no longer meets eligibility requirements.

In the event of contract termination, no further benefits will be provided to You and none of the plan provisions will apply. If You fail to pay the premium through and including the final month of the contract, coverage may be terminated retroactively to the day prior to when the Grace Period began and no premium is due.

Grace Period

Your payment is due by the first (1st) of the month in which You receive an invoice. If it is not received by the twentieth (20th), it is considered delinquent.

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which grace period the Policy shall continue in force (subject to the right of Guardian to cancel in accordance with the Termination of Policy provision.) If the account continues to be delinquent for more than thirty-one (31) days, Your enrollment will be terminated retroactively to the day prior to when the Grace Period began.

Termination of Policy

If the required premium is not paid, Your coverage may be canceled not less than thirty-one (31) days

after such premium was due.

Reinstatement

If any renewal premium is not paid within the Grace Period, a subsequent acceptance of premium by Guardian or by an agent authorized by Guardian to accept premium, without requiring an application for reinstatement, shall reinstate the Policy. If Guardian or the agent requires an application for reinstatement and issues a conditional receipt for the premium, the Policy will be reinstated upon approval of the application on the 45th day following the date of receipt unless Guardian has previously notified You in writing of the disapproval of the application.

The reinstated Policy shall cover only loss resulting from such accidental injury sustained after the date of reinstatement and loss due to sickness more than 10 days after such date. You and Guardian shall have the same rights under the Policy prior to the defaulted premium, subject to any provisions with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

OVERVIEW OF DENTAL BENEFITS

The Schedule of Benefits contains the benefits and sets forth the Deductibles, coinsurance amounts, and exclusions and limitations. Please review the Schedule of Benefits carefully to understand what benefits are covered under this plan and Your financial responsibility. The Guardian dental plan covers "Dentally Necessary" dental care.

This Dental Insurance gives Covered Persons access to Dentists who have contracted with Guardian. Contracted Dentists have agreed to limit their charge for a Covered Service to the Maximum Allowed Charge for such service. Under this plan, We pay benefits for Covered Services performed by either Preferred Providers or Non-Preferred Providers. This Guardian plan usually pays a higher level of benefits for Covered Services furnished by a Preferred Provider. Conversely, it usually pays less for Covered Services furnished by a Non-Preferred Provider. A Covered Person will usually be left with less out-of-pocket expense when a Preferred Provider is used.

Deductibles

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

Benefit Amounts

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

Preferred Provider

If a Covered Service is performed by a Preferred Provider, Guardian will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

If a Preferred Provider performs a Covered Service, You will be responsible for paying:

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

Non-Preferred Provider

If a Covered Service is performed by a Non-Preferred Provider, Guardian will base the benefit on the charge listed in the fee schedule.

Non-Preferred Providers may charge more than the charge listed in the fee schedule. If a Non-Preferred Provider performs a Covered Service, You will be responsible for paying:

- The Deductible; and
- Any other part of the charge for which Guardian does not pay benefits.

Pre-Treatment Estimates

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

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

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

Pre-Authorizations

You must receive pre-authorization approval for all medically necessary orthodontia that is received under this Policy. No claim for medically necessary orthodontia will be paid unless You or Your Dentist obtains pre-authorization approval, in writing, from Guardian prior to receiving any medically necessary orthodontic services.

Customer Care Team

We provide toll-free access to assist You with benefit coverage questions, resolving problems, or changing or selecting a Dentist. The Customer Care Team can be reached Monday through Friday at (844) 561-5600 from 6:00 am to 6:00 pm, Pacific Standard Time. Automated service is also provided after hours for eligibility verification.

Selecting Your Dentist

When You enroll in the Guardian plan, You may receive dental care from:

- A Preferred Provider; or
- A Non-Preferred Provider

Please note that You enjoy the greatest benefits, including out-of-pocket savings, when You choose Guardian contracted Dentist. Please refer to the provider directory for a complete listing of Guardian's contracted Dentists. Or You may access our website at dentalexchange.guardiandirect.com to view Guardian contracted Dentists. Please check with Your Guardian Dentist to verify that Your plan is accepted.

Changing Your Dentist

You can choose any Guardian contracted provider at any time. If You wish to change Dentists, please review Guardian's provider directory for Dentists in Your area and call to schedule an appointment. You may also call the Customer Care Team at (844) 561-5600 for assistance in choosing a Dentist.

FILING CLAIMS

Filing a Claim for Dental Insurance Benefits

When You receive services from a Preferred Provider, he or she will file the claim for dental insurance benefits for You. If You need to file a claim Yourself, both the notice of claim and any receipts or other supporting documentation should be sent to Guardian as set forth below. You can request a claim form by calling (844) 561-5600 or from our website at dentalexchange.guardiandirect.com.

Notice of Claim

Written notice of claim must be given to Guardian within twenty (20) days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at P. O. Box 981587, El Paso, TX 79998-1587 or to any authorized agent with information sufficient to identify the insured, shall be deemed notice to the insurer.

Claim Forms

Upon a notice of claim, Guardian will furnish You with the necessary forms for filing proof of loss. If such forms are not furnished to You within 15 days after receiving such notice, You shall be deemed to have complied with the requirements of this Policy.

Proof of Loss

Written proof of loss must be furnished to Guardian within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 15 months from the time proof is otherwise required.

Time of Payment of Claims

If Your claim is a Clean Claim and it is approved by Guardian, benefits will be paid within fifteen (15) days after We receive due written proof in electronic form of a covered loss, or within 30 days after receipt of written proof of a covered loss so long as all information, including supporting documentation, is supplied with the claim.

Alternative Dental Treatment

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

GENERAL PROVISIONS

Assignment

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

Recovery of Overpayments

Guardian has the right to recover any amount it determines to be an overpayment for services received. An overpayment occurs if Guardian determines that the total amount paid by Guardian on a claim for dental insurance benefits is more than the total of the benefits due under this Policy.

How We Recover Overpayments

We may recover the overpayment from You by:

- Stopping or reducing any future benefits payable for dental insurance under this Policy or any other Policy issued to You by Guardian;
- Demanding an immediate refund of the overpayment from You; and
- Taking legal action.

If the overpayment results from our having made a payment to You, We may recover such overpayment.

Legal Actions

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

DEFINITIONS

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

Clean Claim means a claim received by Guardian that requires no further information, adjustment, or alteration by the provider of services in order to be processed and paid. A claim is a Clean Claim if it has no defect or impropriety, including a lack of any required substantiating documentation, including x-rays and charts, if required.

Covered Percentage means:

- For a Covered Service performed by a Preferred Provider, the percentage of the Maximum Allowed Charge that We will pay for such services after any required Deductible is satisfied; and
- For a Covered Service performed by a Non-Preferred Provider, the percentage of the charge listed in the fee schedule that Guardian will pay for such services after any required Deductible is satisfied.

All Covered Percentages are included in the Schedule of Benefits for each Covered Service.

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

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

- prescribed or performed by a Dentist while the dental insurance provided by this Policy is in effect;
- Dentally Necessary to treat the condition; and
- Described in the Schedule of Benefits as a Covered Service.

Deductible means the amount You must pay before Guardian will pay for Covered Services.

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

- Consistent with generally accepted standards of dental practice that are defined standards and are based on credible scientific evidence published in peer- reviewed dental literature that is generally recognized by the relevant dental community, recommendations of a dental-specialty academy, the views of Dentists practicing in the relevant clinical areas, and any other relevant factors.
- Clinically appropriate in terms of type, frequency, timing, site, extent and duration and considered effective for the individual's dental condition.
- Not primarily for the convenience of the patient or Dentist.
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the individual's dental condition; and
- Based on an assessment of the individual and his or her dental condition.

We will not pay dental insurance benefits for charges incurred for:

- Services which are not Dentally Necessary Services, those which do not meet generally accepted standards of care for treating the dental condition, or which We

deem experimental in nature.

- Services for which You would not be required to pay in the absence of dental insurance.
- Services which are primarily cosmetic (including cosmetic orthodontia.)

Dentist means:

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

Preferred Provider means a Dentist or dental care facility that is under contract with Guardian and has a contractual agreement with Guardian to accept the Maximum Allowed Charge as payment in full for a dental service.

Maximum Allowed Charge means the lesser of:

- The amount charged by the Dentist; or
- The charge listed in the fee schedule the Preferred Provider has agreed to accept as payment in full.

Non-Preferred Provider means a Dentist or dental care facility that is not under contract with Guardian.

We means The Guardian Life Insurance Company ("Guardian").

You or Your means the insured Policyowner.