## The Guardian Life Insurance Company of America

A Mutual Company – Incorporated 1860 by the State of New York
7 Hanover Square New York, New York 10004

# INDIVIDUAL DENTAL INSURANCE POLICY

**POLICYOWNER:** Refer to Your ID card
**INDIVIDUAL POLICY NUMBER:** Refer to Your ID card
**EFFECTIVE DATE:** Refer to Your ID card
**POLICY ANNIVERSARY**: 12 months from Your Effective Date of coverage

The Guardian Life Insurance Company ("Guardian") certifies that You are being issued this Policy as the Policyowner for the Dental Insurance described in this Policy. This Policy includes the Schedule of Benefits for the Policy.

**TERM OF POLICY – RENEWAL PRIVILEGE**

This Policy is issued for a term of one year from the Policy Effective Date. All Policy years and Policy months will be calculated from the Policy Effective Date. All periods of insurance will begin and end at 12:01 AM Standard Time at Your place of residence, subject to the Grace in Payment of Premiums.

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, 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 Policy renewal 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 CA.

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.

**The Guardian Life Insurance Company of America**

Raymond Marra
Senior Vice President, Group Products and Marketing

**PLEASE READ THIS POLICY CAREFULLY.**

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## COMPLAINT NOTICE

**This notice is to advise You that should any complaints arise regarding this insurance You may contact Guardian at the following address or phone number:**

**Dental Claims Services, Quality and Compliance**

**The Guardian Life Insurance Company of America**

**PO Box 254888**

**Sacramento, CA 95865-9005**

**Phone: 866-569-9900**

**Fax: 509- 468-4590**

**If You feel Your complaints have not been resolved after contacting Guardian You may contact the California Department of Insurance at the following address and phone number:**

**Department of Insurance 300 South Spring Street**

**Los Angeles, California 90013**

**Consumer Hotline: 1-800-927-HELP (4357)**

**TDD: 1-800-482-4TDD (4883)**

## GENERAL PROVISIONS

### Limitation of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any Policy is to be issued;
- Waive or alter any Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the Policy issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the Policy or waive any of its provisions.

### Incontestability

This Policy will be incontestable after two years from its date of issue, except for non-payment of premiums. In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void.

### Premiums

The first premium is due on the 25th of the month prior to the Policy Effective Date. Subsequent premiums are due on the first day of each premium period. Premium period means monthly.

Your premium may be adjusted from time to time based on different factors including, but not limited to, Your geographic area, age, and plan design. All premium adjustments will be made to individuals on the basis of shared characteristics. The premium may also change if You add or delete dependents, move to another zip code or otherwise change the coverage.

We may change such rates: (1) on the first day of any Policy month; (2) on any date the extent or terms of coverage for You are changed by amendment of this Policy; (3) on any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or (4) on any date that a change in federal or state laws, insurance programs or retirement benefits would impact Our liability.

### Grace in Payment of Premiums

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium. During the grace period the Policy shall continue in force. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

This Policy ends on any date when the coverage under this Policy ends and as a result, no benefits remain in effect under this Policy.

## Reinstatement Of Policy

If any renewal premium is not paid within the time granted for payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We previously notified You in writing of Our disapproval of such application.

The reinstated Policy shall cover claims for Covered Services that occur after the reinstatement date. You shall have the same rights thereunder as You had under the Policy immediately before the due date of the defaulted premium, subject to any provisions in connection 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.

## The Contract

The entire contract between You and Us consists of: (1) this Policy; (2) the Schedule of Benefits; and (3) Your application, a copy of which is attached. In the event of a conflict, the Policy shall reign.

We can amend this Policy: (1) upon written request made by You and agreed to by Us; (2) on any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or (3) on any date on which Our contractual relationship with any vendor supplying services or supplies with respect to this Policy changes.

If We amend the Policy, except upon request made by You, We will give You written notice of such change. Any amendments to this Policy will be without prejudice to any claim arising prior to the date of the change.

## Clerical Error – Misstatements of Age

Neither clerical errors by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to You will be limited to the period of 60 days before the date of Our receipt of satisfactory evidence that such adjustments should be made.

Your age, or any other relevant facts, may be found to have been misstated. If premiums are affected due to this, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by Us, or the amount of insurance, the true facts will be used to determine whether insurance is in force under the terms of this Policy and in what amount.

## Statements

No statement will void the insurance under this Policy, or be used in defense of a claim unless it is contained in the Application signed by You. All statements will be deemed representations and not warranties.

## Assignment

Your rights to benefits under this Policy are not assignable. But, You may direct Us, in writing, to pay dental benefits to the recognized Dentist who provided the covered service for which benefits became payable. We may honor such request at Our option. You may not assign Your or Your dependent's right to take legal action under this Policy to such Dentist. And, We assume no responsibility as to the validity or effect of any such direction.

Assignment or transfer of Your interest under this Policy will not bind Us without Our written consent.

## Notices

From time to time We may provide You with notices that are needed due to state or federal requirements.

## Claims of Creditors

Except when prohibited by the laws of the jurisdiction in which this Policy was issued, the insurance and other benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of You and Your dependents or their beneficiaries.

## Conformity with Law

If the provisions of this Policy do not conform to the requirements of any state or federal law or regulation that applies, any such provision is changed to conform to the requirements of that law or regulation.

# ELIGIBILITY FOR INDIVIDUAL DENTAL INSURANCE COVERAGE

## Who May Enroll

You and any of Your eligible dependents may enroll in this plan.

You must enroll for a minimum of 12 months.

## Eligible Dependents

Your eligible dependents are Your:

- Spouse; and
- Unmarried dependent child, including:
    - A newborn child, natural child, stepchild or a child placed with You for adoption or foster care who is under age 20; and
    - A full-time student who is at least age 20 and who is under age 26; and
    - A child who is incapable of self-support because of a physically or mentally disabling injury, illness or condition. A dependent child may remain eligible for dependent benefits past the age limit, subject to the conditions below:
        - The condition started before he or she reached the age limit; and
        - The child remained continuously covered until he or she reached the age limit; and
        - We will send notice to You at least 90 days prior to the limiting age and You must send Us written proof that the child is dependent upon You for support and maintenance and is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition. You have 60 days from the date the child reaches the age limit to do this. We will continue coverage until a determination about the child's eligibility is made. We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

## When Coverage Starts

Coverage will begin on the first day of the month following the date Your premium payment is received by Guardian as long as the premium is received on, or before, the 25th day of the preceding month.

When You become eligible, You may enroll for dental insurance by completing the required enrollment application and sending the completed form to Us on a timely basis.

In order for Your dependent coverage to start, You must also be covered under this Policy.

If You initially waive dependent dental coverage under this Policy because Your dependent(s) were covered under another dental plan, You can enroll Your dependent(s) under this Policy if his or her dental coverage will end due to one of the following Qualifying Events:

- Termination of Your Spouse's employment.
- Loss of eligibility under Your Spouse's dental plan.
- Divorce.
- Death of Your Spouse.
- Termination of the other dental plan.
- Any other event as required by state or federal law.

However, You must enroll Your dependent(s) under this Policy within 30 days of the Qualifying Event.

## When Coverage Ends

Your coverage ends on:

- The date You request termination of this Policy by prior notice to Us. This request must be submitted to Us in writing 31 days prior to the termination date; or
- The last day of the period for which required payments are made for You shown in the Grace in Payment of Premiums; or
- The renewal date on which Our refusal to renew is effective; or
- The date You no longer reside in the United States of America.

If You or Your dependent(s) disenroll in coverage for any reason, a 12-month waiting period will need to be met before You or Your dependent(s) would be eligible to re-enroll in the Policy. The 12-month waiting period starts from the date of cancellation.

Your dependent(s) coverage will end on the first of the following events:

- When Your coverage ends.
- The last day of the period for which required payment is made for Your dependent(s).
- For Your child, on the last day of the month in which he or she attains the age limit, except as described in the “Eligible Dependents” section. Your child may be eligible to enroll in an individual dental plan of their own.
- For Your Spouse, on the last day of the month in which Your marriage ends in legal divorce or annulment. Your Spouse may be eligible to enroll in an individual dental plan of their own.

## Termination of Policy

If the required premium is not paid, Your coverage may be canceled not less than 31 days after the premium was due.

You and Your dependents will not be able to re-enroll for dental coverage with Guardian for 12 months after the date of cancellation unless You do not have a lapse in coverage.

## Service Waiting Period

You and Your dependents are eligible for dental benefits under this Policy after You and Your dependents complete the service waiting period. Service waiting periods are shown in the Schedule of Benefits.

# DENTAL CLAIM PROVISIONS

Your right to make a claim for any dental benefits provided by this Policy is governed as follows.

## Filing a Claim

Most Dentists file claims electronically or have claim forms on hand. If they don't, You may obtain one by visiting Our website at mydental.guardianlife.com or You may call Our customer service department at (866)-569-9900 or the toll-free number listed on Your ID card. We will furnish You a claim form within 15 days of Your request. If We do not furnish the forms on time, You shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

If You have services performed by a Guardian Contracted Dentist, Your claim will be submitted for You and the payment will be sent directly to Your Dentist.

If You have services performed by a Non-Contracted Dentist, You may need to submit Your own claim. Just follow these easy steps to ensure efficient processing:

- Complete Your portion of the claim form and present the form to the Dentist for completion.
- Mail Your completed claim form to the address shown on the Guardian claim form or You can obtain our address on the Guardian website at mydental.guardianlife.com.

We may require additional information to pay Your claim. This may consist of radiographic images, periodontal charting, narratives and other diagnostic materials that may support Your claim.

## Notice of Claim

Written notice of claim must be given to Us within 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 You or on Your behalf or by Your beneficiary, must be sent to Us or to any authorized Guardian agent, with information sufficient to identify You as the insured, shall be deemed notice to Us. Claims can be sent to the address shown on the Guardian claim form or You can obtain the address from the Guardian website at mydental.guardianlife.com.

## Proof of Loss

Written proof of loss must be furnished to Us in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 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 one year from the time proof is otherwise required. Written proof of loss can be mailed to the address shown on the Guardian claim form or You can obtain Our address on the Guardian website at mydental.guardianlife.com.

## Payment of Benefits

We will pay dental benefits immediately after We receive written proof of claim, subject to all the terms and conditions of this Policy.

Unless otherwise required by law or regulation, We pay all dental benefits to You. If You are not living, We have the right to pay all dental benefits to one of the following: (1) Your estate; (2) Your Spouse; (3) Your parents; (4) Your children; or (5) Your brothers and sisters.

## Legal Actions

No legal action against this Policy shall be brought until 60 days from the date the proof of claim has been given as shown above. No legal action shall be brought against this Policy after three years from the date of the final benefit determination.

## Workers' Compensation

The dental benefits provided by this Policy are not in place of and do not affect requirements for coverage by Workers' Compensation.

## Physical Examination And Autopsy

We, at our own expense, shall have the right and opportunity to examine the individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

## DENTAL BENEFIT PROVISIONS

We pay benefits for covered charges incurred by You and Your dependents as explained in the Schedule of Benefits. We will pay dental benefits immediately after We receive written proof of claim, but under no circumstances later than 30 working days, subject to all the terms and conditions of this Policy. What We pay and terms for payment are explained below.

You may visit any Dentist. After Guardian pays its portion of the covered charges, You are responsible for the rest. This includes Your Deductible, Coinsurance and amounts above the Benefit Year Maximum and Lifetime Maximum (if applicable), as well as, any remaining charges up to the Dentist's total charge for services received.

Your reimbursement will be based on Guardian's fee schedule for Your specific Policy or on a percentile of the prevailing fee data for the Dentist's zip code. Please refer to Your Schedule of Benefits.

## How to Contact Guardian

Our customer service associates can assist You with benefit coverage questions, resolving problems and selecting or changing a Dentist. A customer service associate can be reached toll free Monday through Friday at (866) 569-9900 from 8:00 am to 8:00 pm, Eastern Standard Time. You may also access Our website at mydental.guardianlife.com.

## Adverse Benefit Determination

If a claim is denied, Guardian will provide a notice that will set forth:

- The specific reason(s) for the adverse determination;
- Reference to the specific plan provision(s) on which the determination is based;
- A description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- A description of the plan's claim review procedures and the time limits applicable to such procedures, including a statement indicating that You have the right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination;
- Identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse benefit determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request;
- In the case of an adverse benefit determination based on medical necessity or experimental treatment, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request; and
- In the case of an urgent care adverse determination, a description of the expedited review process.

## Appeal of Adverse Benefit Determinations

If a claim is wholly or partially denied, You will have up to 180 days to make an appeal.

A request for an appeal of an adverse benefit determination involving an urgent care claim may be submitted orally or in writing. Necessary information and communication regarding an urgent care claim may be sent to Guardian by telephone, facsimile or similar expeditious manner.

Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

- The opportunity to submit written comments, documents, records and other information relating to the claim;
- The opportunity, upon request and free of charge, for reasonable access to, and copies of, all documents, records and other information relating to the claim; and
- A review that takes into account all comments, documents, records and other information submitted by You relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In reviewing an appeal, Guardian will:

- Provide for a review conducted by a named fiduciary who is neither the person who made the initial adverse determination nor that person's subordinate;
- In deciding an appeal based upon a medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- Identify medical or vocational experts whose advice was obtained in connection with an adverse benefit determination; and

- Ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse benefit determination, nor that person's subordinate.

Guardian will notify the claimant of its decision regarding review of an appeal as follows:

- **Urgent Care Claims.** Guardian will notify You of its decision as soon as possible but not later than 72 hours after receipt of the request for review of the adverse determination.

- **Pre-Service Claims.** Guardian will notify You of its decision not later than 30 days after receipt of the request for review of the adverse determination.

- **Post-Service Claims.** Guardian will notify You of its decision not later than 60 days after receipt of the request for review of the adverse determination.

## External Reviews And Independent Medical Reviews

In the event that You believe a claim was improperly denied, modified or delayed by Guardian or one of Our providers due to the proposed health care services being not medically necessary, You have the right to request an Independent Medical Review (IMR) by the California Department of Insurance (CDI). You must request an external review within 60 days receipt of the adverse benefit determination notice.

With regard to experimental or investigative therapies, We will notify You of the right to request an IMR within 5 business days of the adverse benefit determination notice. If Your physician determines that the proposed therapy would be significantly less effective if not promptly initiated, You can request an expedited review and the analyses and recommendations of the panel of experts will be rendered within seven days of the request for expedited review. At the request of the expert(s), the deadline can be extended by up to three days. The IMR for experimental and investigative therapies will follow the standard procedures except that the reviewer will base his or her determination on relevant medical and scientific evidence.

You can request an IMR by following the steps outlined below.

1. Notify the CDI to request an IMR by filling out an application.

2. Agree and provide written consent to participate in an IMR.

3. The CDI will determine if the request is eligible for an IMR.

4. The IMR Organization will have 30 days to review once all information is gathered unless the request involves an imminent and serious threat to health, which can be expedited and a decision rendered in 3 days.

5. The IMR organization will send the decision to You, Guardian and the Insurance Commissioner.

The Commissioner will adopt the recommendation of the IMR organization and promptly notify You and Guardian. The decision is binding to Guardian.

## Dental Preferred Provider Organization (PPO)

This Policy is designed to promote high quality dental care while controlling the cost of such care. The Policy encourages You to seek dental care from Dentists that are under contract in Guardian's Dental Preferred Provider Organization.

This Policy's benefits are paid the same for covered charges furnished by Contracted Dentists and Non-Contracted Dentists, however, You will usually be left with less out-of-pocket expense when a Contracted Dentist is used.

## Contracted Dentists

Dentists who are contracted in Guardian's Preferred Provider Organization have agreed to accept a discount for the Covered Services they perform. When You visit one of these Dentists, the discount will lower Your out-of-pocket costs.

You will be responsible for any Deductible and/or Coinsurance amounts above the Benefit Year Maximum and Lifetime Maximum (if applicable) and for any non-covered services. In some instances, You may be responsible for the difference between the Dentist's discounted fee and the plan allowance. For Covered Services, You will not be responsible for amounts above the Dentist's discounted fee.

Some states allow Contracted Dentists to accept discounts only on services that are covered by the Policy. Prior to Your anticipated dental services being performed, ask Your Dentist for a treatment plan that includes services to be provided with an estimated cost. (Please see the "Pre-Treatment Review" section). If You would like more information, You may call Our customer service department at (866) 569-9900.

You will need to verify if Your Dentist is contracted within Guardian's Dental Preferred Provider Organization at the time of service.

Please refer to Guardian's on-line provider directory at mydental.guardianlife.com.

If your Policy provides coverage for orthodontics, the negotiated discounted fee for orthodontics does not include:

- Any incremental charges for optional orthodontic Appliances.
- Replacement or repair due to neglect of the patient.
- Treatment plans that began prior to the Eligibility Date.

## Non-Contracted Dentists

You may visit any Dentist. After Guardian pays its portion of covered charges, You are responsible for the rest. This includes Your Deductible, Coinsurance and amounts above the Benefit Year Maximum and Lifetime Maximum (if applicable), as well as, any remaining charges up to the Dentist's total charge for services received.

Your reimbursement will be based on Guardian's fee schedule for Your specific Policy or on a percentile of the prevailing fee data for the Dentist's zip code. Please refer to Your Schedule of Benefits.

## Covered Charges

To be a covered charge, the service must be:

- Performed by a licensed Dentist; and
- Necessary and appropriate for Your condition; and
- An eligible Covered Service as described in the Schedule of Benefits.

We may use the professional review of a licensed Dentist to determine the appropriate benefit for a dental procedure or course of treatment. We may apply an Alternate Treatment benefit when a less expensive service can be used to treat the dental condition.

Certain comprehensive dental services have multiple procedures. For benefit purposes, these separate procedures will be considered part of the more comprehensive service.

You and Your Dentist have the right and responsibility for choosing the course of treatment and the services to be performed, regardless if those services are covered under this Policy. Once services have been performed and the claim submitted, We will review the claim and determine the benefits payable under this Policy.

All covered charges are considered incurred on the date services are furnished, with the following exceptions:

- Charges for crowns, bridges and other cast restorations are incurred on the date the tooth is initially prepared.
- Charges of root canals are incurred on the date the pulp chamber is opened.
- Charges for dentures are incurred on the date the final impression is made.
- The initial charge for orthodontic treatment is incurred on the date the Appliance is first placed.

Please refer to Your Schedule of Benefits.

## Pre-Treatment Review

To assist You in managing Your total costs, Guardian offers a pre-treatment review.

A Dentist may submit a treatment plan to Guardian for review before services are performed. Guardian will advise You and Your Dentist what services are covered and what the estimated payment would be. The actual payment for the predetermined services depends on eligibility, Policy limitations and the remaining maximum available at the time services are performed. A pre-treatment review is subject to change based on the Dentist's participation status at the time of treatment. A pre-treatment review is optional, however it is strongly recommended for non-routine dental services. Once the services are completed, the claim should be submitted to Guardian for payment.

## 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 Us 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.

## Continuity Of Care

At Your request, We can arrange for the completion of Covered Services by a terminated Dentist for:

- A serious chronic condition (completion of Covered Services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another Dentist, not to exceed 12 months from the contract termination date.); or
- Performance of a surgery or other procedure that has been recommended and documented by the Dentist to occur within 180 days of the contract's termination date.

A terminated Dentist means a Dentist whose contract to provide services to Covered Persons is terminated or not renewed by Us or one of Our contracting dental groups. A terminated Dentist is not a Dentist who

voluntarily leaves Us or Our contracting dental group. You must be undergoing a course of treatment for an Acute Condition and Your coverage under the Policy must continue during the completion of Covered Services.

## DEFINITIONS

This section defines certain terms appearing in Your Policy and Schedule of Benefits.

**Acute Condition:** This term means a dental condition that involves a sudden onset of symptoms due to a dental problem that requires prompt dental attention and that has a limited duration.

**Alternate Treatment**: This term means if more than one type of service can be used to treat a dental condition.

**Anterior Teeth**: This term means the incisor and cuspid teeth. These are the teeth located in front of the bicuspids (pre-molars).

**Appliance**: This term means any dental device other than a Dental Prosthesis.

**Benefit Year**: This term means a 12 month period which starts on the Policy Effective Date and ends on the last day of the 12th month of each year.

**Benefit Year Maximum**: This term means the total dollar amount that Guardian will pay for Covered Services for You in a Benefit Year.

**Contracted Dentist**: This term means a licensed Dentist or a dental care facility that is under contract with Guardian to participate in Guardian's Preferred Provider Organization.

**Covered Services**: This term means services for which any reimbursement is available under the Schedule of Benefits, regardless of whether the reimbursement is contractually limited by a Deductible, Coinsurance, service waiting period, Benefit Year Maximum, Lifetime Maximum (if applicable), frequency, alternate benefit payment, or other limitations.

**Coinsurance**: This term means the percent of the benefit that Guardian will pay after the required Deductible has been met.

**Deductible**: This term means a fixed dollar amount You are responsible for paying before Guardian will begin paying the cost of covered benefits.

**Dental Prosthesis**: This term means a restoration or device which is used to replace one or more missing or lost teeth and associated tooth structures. It includes all types of: (1) bridge retainer crowns, inlays, and onlays; (2) bridge pontics; (3) complete and immediate dentures; (4) partial dentures; and (5a) crowns; (b) inlays; (c) onlays; (d) veneers; (e) implants; and (f) posts and cores.

**Dentist and Dentists**: This term means any dental or medical practitioner We are required by law to recognize who: (1) is properly licensed or certified under the laws of the state where he or she practices; and (2) provides services which are within the scope of his or her license or certificate and covered by this Policy.

**Effective Date**: The date the Policy goes into force and effect as stated on the cover page of the Policy, or any change to the Policy as approved by Us.

**Eligibility Date**: This term means the earliest date You are eligible for coverage under this Policy, and You have satisfied all requirements for coverage to begin, as required by this Policy.

**Emergency Treatment:** If a Covered Person requires emergency treatment, as defined below, the Covered Person's co-payment rate will be the same for those emergency services provided by a Contracted Dentist as those provided from a Non-Contracted Dentist. What we pay is based on all of the other terms of this Policy.

By "emergency treatment" We mean Covered Services that are provided by a Dentist that are needed immediately because of an injury or sudden illness and the time required to reach a Contracted Dentist can

reasonably be expected to result in serious deterioration of, or risk of permanent damage to, the Covered Person's health. These services are considered to be emergency treatment as long as transfer of the Covered Person to a Contracted Dentist is precluded because of risk to the Covered Person's health or because transfer would be unreasonable, given the distance involved in the transfer or the nature of the dental condition.

**Graded Benefit Year Maximum**: This term means the total dollar amount that Guardian will pay for Covered Services for You in a Benefit Year. The maximum amount will be increased each year if the required dental service is performed within the Benefit Year.

**Injury**: This term means: (1) all damage to Your mouth due to an accident which occurs while You are covered by this Policy; and (2) all complications arising from that damage. But the term does not include damage to teeth, Appliances or Dental Prostheses which results solely from chewing or biting food or other substances.

**Lifetime Maximum**: This term means the maximum amount that Guardian will pay for Covered Services during the time You are covered by this Policy.

**Non-Contracted Dentist**: This term means a licensed Dentist or dental care facility that is not under contract with Guardian to provide dental services.

**Policy**: This term means the Dental Insurance Coverage described in this Policy, including the Schedule of Benefits and any riders and application forms that may be attached to this Policy.

**Posterior Teeth**: This term means the bicuspid (pre-molars) and molar teeth. These are the teeth located behind the cuspids.

**Qualifying Event**: This term means a specific occurrence that changes Your eligibility status such as Your Spouse's loss of employment; Your Spouse's loss of eligibility under his or her dental plan; divorce; death of Your Spouse; termination of another dental plan; or any other event as required by state or federal law.

**Spouse**: This term means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage was recorded.

**We, Us, Our and Guardian**: These terms mean The Guardian Life Insurance Company of America.

**You, Your or Yourself**: These terms mean the covered individual. This term means You, if You are covered by this Policy and any of Your covered dependents.