

**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, as agreed to at the time of application, 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. However, rates will not change for the first twelve (12) months this Policy is in effect. 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.

**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. Individuals eligible for Medicare by reason of age have the right to return this Policy within 30 days of receipt for a full refund of premium.

This Policy is governed by the laws of the State of North Carolina.

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.



Harris Oliner  
Senior Vice President & Corporate Secretary



Michael Prestileo  
Vice President

**Important Cancellation Information — Please Read The Provision Entitled,  
“Termination of Policy,” Found on Page 7.**

This is a legal contract.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company.

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### **DENTAL POLICY OF INSURANCE**

This Individual Dental Policy, along with the Schedule of Benefits with exclusions and limitations, and application, provide 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 be endorsed hereon or attached hereto. No agent has 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 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 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 children or grandchildren, up to age 26, for whom You provide care, including adopted children, foster children, step-children, or other children for whom You are required to provide dental care pursuant to a court or administrative order. Your children or grandchildren will be covered from the moment of birth or date of placement and includes coverage for congenital anomalies and defects.
- Your children who are incapable of self-sustaining employment and support due to mental retardation or physical handicap. Such a child may remain eligible for dependent benefits past the age limit if You send Us written proof, and We approve such proof, of the child's disability and dependence within 31 days from the date he or she reaches the age limit. After the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

If additional monthly premiums will be required to enroll a new spouse or a new dependent child, You must submit an Application/Change Form within thirty (30) days of acquiring the new dependent. This applies to a newborn child or an adopted or foster child newly placed in the adoptive/foster home. If no additional monthly premium will be required when You add a dependent child to Your plan, You should complete a Status Change Forms so that We may send an I.D. card to facilitate the child's access to covered services.

### When Coverage Begins

Coverage will begin at 12:01 A.M. Standard Time 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 last 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.

Disenrollment may also occur when Your premium payment is not received by the first (1<sup>st</sup>) 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:

- Subject to the Grace Period, below;
- 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, all coverage will be terminated.

## Grace Period

### **For Enrollees receiving an Advanced Premium Tax Credit (APTC):**

- If Your premium payment is not received by the first (1<sup>st</sup>) of the month, a Grace Period of three (3) months will be granted. During the Grace Period, this Policy shall continue in force. We will pay claims for services rendered during the first (1<sup>st</sup>) month of the Grace Period and will pend claims for services rendered in the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) months of the Grace Period. If premiums are received during the Grace Period, You will be reinstated as of the last day of paid coverage. If premiums are not received prior to the end of the Grace Period, Your coverage will be terminated the last day of the first (1<sup>st</sup>) month of the Grace Period.

### **For Enrollees not receiving an Advanced Premium Tax Credit (non-APTC):**

- A Grace Period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium. During this time, this Policy shall continue in force. Coverage will terminate at the end of the Grace Period unless We receive Your premium before the end of this thirty-one (31) days.

## Termination of Policy

You have the right to terminate coverage under this Policy by sending the Exchange written notice of Your intent to terminate this Policy. The effective date of the termination will be the date reported to the Exchange. If coverage is terminated because You are covered by Medicaid, the last day of coverage with Us is the day before the new coverage is effective.

A full refund of the premium will be issued if a written request is received and a refund is available when the Policy cancellation is received.

You may keep this Policy in force with Your timely payment of the Premiums. However, We may terminate coverage due to:

- You no longer being eligible through the Exchange or under the terms of this Policy;
- Non-payment of premium, subject to the "Grace Period" provision;
- Material misrepresentation made by You or with Your knowledge, when applying for this coverage

or filing a claim for payment. If coverage is terminated, We will provide forty-five (45) days written notice prior to termination. If We fail to provide You with the forty-five (45) day written notice, coverage shall remain in effect at the existing premium until forty-five (45) days after notice is given or until the effective date of replacement coverage is obtained by You. Claims received prior to the effective date of cancellation will be processed in accordance with the standard processing guidelines under this Policy;

- You change to a new policy through the Exchange; or
- We cease to renew all Policies issued on this form to residents of the state/county where You live. We will provide You with a ninety (90) day written advance notice prior to termination.

If termination is due to loss of eligibility through the Exchange, termination is effective on the last day of the month following the month that the Exchange notifies You of Your lack of eligibility. If You are no longer eligible due to age, termination is effective on the date reported by the Exchange and You should contact the Exchange to see if a special enrollment period applies.

### **Unpaid Premium**

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.

## Reinstatement

If any renewal premium is not paid within the Grace Period, a subsequent acceptance of premium by Guardian or by any agent duly authorized by Guardian to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if Guardian 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 or, lacking such approval, upon the forty-fifth (45th) day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application.

If this Policy is terminated, You may re-enroll in the Policy during the next open enrollment period. Any Deductible, maximum, maximum out-of-pocket Maximum, and /or waiting period applicable to Your benefits will start over. However, this Policy may be reinstated, prior to open enrollment, with no break in coverage, provided the full premium due is received by Us. (See "Grace Period"). The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten (10) days after such date. In all other respects You and We shall have the same rights there under as we both had under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto 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 sixty (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 Service

We provide toll-free access to our Customer Care Team 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 (TTY/TDD 7-1-1) from 9:00 am to 9:00 pm, Eastern 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](http://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 (TTY/TDD 7-1-1) 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 (TTY/TDD 7-1-1) or from our website at [dentalexchange.guardiandirect.com](http://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 PO 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 one hundred eighty (180) days after the termination of the period for which We are liable and in the case of a claim for any other loss within 180 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.

### **Time of Payment of Claims**

If Your claim is a Clean Claim and it is approved by Guardian, benefits will be paid immediately after We receive due written proof so long as all information, including supporting documentation, is supplied with the claim.

### **Payment of Claims**

Benefits will be paid to either the insured or Dentist. Any other benefits unpaid at death may be paid as due.

### **Physical Examinations and Autopsy**

The Company at its own expense has the right to have the insured examined as often as reasonably necessary while a claim is pending. It may also have an autopsy made unless prohibited by law.

### **Change of Beneficiary**

The insured can change the beneficiary at any time by giving the Company written notice. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable.

### **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.

We may recover the overpayment from Your Dentist by providing them written notice that includes specific information to identify the claim and the reason for the recovery.

### **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** is 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 particular 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 Dentist's services for 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.

**Pediatric Dental Essential Health Benefits or EHB** are substantially equal to those covered in the Default 2012 FEDVIP Benchmark Dental Plan, as identified by the Federal Government.

**Group I Services** are basic services, which include oral examinations, prophylaxis, diagnostic evaluations, sealants and x-rays.

**Group II Services** are intermediate services, which include restorative procedures such as fillings, and prefabricated stainless steel crowns,

**Group III Services** are major services, which include endodontic services such as root canals, periodontal services such as gingivectomy, major restorative services such as crowns, oral surgery, bridges and prosthodontic services such as complete dentures, periodontal scaling, tooth extractions, and denture adjustments.

**Group IV Services** are orthodontic services.

**Grace Period** means the period of time immediately following the premium due date which Your financial obligation can be met without penalty or cancellation.

**In Network Covered Services** means covered dental care services that are received according to the rules of the health benefit plan from providers employed by, under contract with, or approved in advance by Us; and means emergency dental care services regardless of the status or affiliation of the provider of such services.

**Insurer or We** means The Guardian Life Insurance Company ("Guardian").

**Out-of-Network Covered Services** means non-emergency, medically necessary covered dental care services that are not received according to the rules of the health benefit plan, including services from affiliated providers that are received without Our approval.

**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.

**Medically Necessary Orthodontic** is service needed due to severe, dysfunctional, handicapping malocclusion.

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

**You or Your** means the insured Employee.