

















































































## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

### For STATE:

You will be eligible for insurance described in this certificate on the later of:

1. December 1, 2019; or
2. the first day of the month following the date You complete the Waiting Period of 1 full calendar month of employment.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

### For LOCAL EDUCATION:

You will be eligible for insurance described in this certificate on the later of:

1. December 1, 2019; or
2. the first day of the month following the date You enter the eligible class.

### For LOCAL GOVERNMENT:

You will be eligible for insurance described in this certificate on the later of:

1. December 1, 2019; or
2. the first day of the month following the date You complete any Waiting Period. Your agency may allow for "No Waiting Period" or a 30, 60 or 90 day Waiting Period. Please log on to [tn.gov/finance/article/fa-benefits-publications](http://tn.gov/finance/article/fa-benefits-publications) for information on Waiting Periods. Alternatively, you can contact Your Agency Benefits Coordinator to determine Your Waiting Period.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

## ENROLLMENT PROCESS FOR DENTAL INSURANCE

If You are eligible for Insurance, You may enroll for such insurance by completing the required form in Writing. If You enroll for Contributory Insurance, You must also give Your Employer Written permission to deduct premiums you owe from Your pay for such insurance. You will be notified by Your Employer how much You will be required to contribute.

You do not need to participate in the Policyholder's medical plan in order to enroll for Dental Insurance.

The Dental Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Dental Insurance only when You are first eligible, during an annual enrollment period or if You have a Qualifying Event. Enrollment is on a calendar year basis, and You may only cancel Dental Insurance for which You are enrolled during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

### **DATE YOUR INSURANCE TAKES EFFECT**

#### **Enrollment When First Eligible**

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect on the date You become eligible.

#### **If You Do Not Enroll When First Eligible**

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for insurance until the next annual enrollment period for Dental Insurance, as determined by the Policyholder, following the date You first become eligible. You will be able to enroll for insurance for which You are then eligible.

#### **Enrollment During an Annual Enrollment Period**

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible, choose a different option than the one for which You are currently enrolled, or cancel Your insurance. If You are not currently enrolled for Dental Insurance but You enroll during an annual enrollment period, the Dental Insurance will become effective on the first day of the year following the annual enrollment period. If You are currently enrolled and make changes to Your insurance during an annual enrollment period, those changes will take effect on the first day of the calendar year following the annual enrollment period. If You are currently enrolled and request to cancel Your insurance during an annual enrollment period, Your insurance will end on the last day of the calendar year following the annual enrollment period.

#### **Enrollment Due to a Qualifying Event**

You may enroll for insurance for which You are eligible, change the amount of Your insurance, or cancel Your insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 60 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, changes to Your insurance, including cancellation, made as a result of a Qualifying Event will take effect as follows:

- For marriage, the first day of the month coincident with or next following the date You are married;
- For all other Qualifying Events, the date of the Qualifying Event.

**Qualifying Event** includes:

- marriage; or
- the birth, adoption or placement for adoption or assumption of legal custody of a dependent child; or
- Your or Your dependent's loss of coverage under any group health coverage or medical insurance plan.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the last day of the month in which insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You;
4. the last day of the month in which You cease to be in an eligible class;

**ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

5. the last day of the month of separation from active employment if You are a Central State Government Employee;
6. the last day of the month following the month of separation from active employment if You are other than a Central State Government Employee;
7. if You request to cancel Your insurance during an annual enrollment period, the last day of the calendar year following the annual enrollment period; or
8. If You request to cancel Your insurance because You have a Qualifying Event, on the date stated in the sub-section "Enrollment Due to a Qualifying Event".

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

### ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

#### STATE:

- All employees of the Policyholder employed by the State who: 1) are regularly scheduled to work not less than thirty (30) hours per week; 2) were hired prior to July 1, 2015 having received a seasonal appointment and having met the requirements set forth in TCA 8-27-204(a)(3); or 3) are deemed eligible by applicable federal law, state law, or action of the State Insurance Committee, excluding residents of Alaska, Louisiana, Mississippi, Montana and Texas.
- All retirees of the Policyholder who: 1) have left active employment from the State and 2) receive a benefit from the Tennessee Consolidated Retirement System (TCRS) or are members of one of the Higher Education Optional Retirement Plan(s) (ORP), excluding residents of Alaska, Louisiana, Mississippi, Montana and Texas .

#### LOCAL EDUCATION:

- All employees of the Policyholder's Local Education group who are: 1) teachers as defined in Tennessee Code Annotated, Section 8-34-101-(46); 2) interim teachers whose salaries are based on the local school system's schedule; 3) employees not defined above who are regularly scheduled to work at least 30 hours per week in non-seasonal, non-temporary positions; 4) non-certified employees who have completed 12 months of employment with a local education agency that participates in the plan and work a minimum of 25 hours per week [a resolution passed by the school system's governing body authorizing the expanded 25 hour rule for the local education agency must be sent to Benefits Administration before enrollment, and in the case of a county school system, the county's chief legislative body (county commission) must also approve the school system's change in the eligibility provisions]; or 5) deemed eligible by applicable federal law, state law, or action of the Local Education Insurance Committee, excluding residents of Alaska, Louisiana, Mississippi, Montana and Texas
- All retirees of the Policyholder's Local Education group who: a) have retired from employment with the employer and b) receive a benefit from the Tennessee Consolidated Retirement System (TCRS), excluding residents of Alaska, Louisiana, Mississippi, Montana and Texas.

#### LOCAL GOVERNMENT:

- All employees under the Local Government of the Policyholder who: 1) is scheduled to work at least 30 hours per week in a non-seasonal, non-temporary position; 2) Any member of the chief legislative body of the county or municipal government (defined as only those elected officials who have the authority to pass local legislation); 3) Utility board members appointed or elected pursuant to TCA 7-82-307, but only during their term of service; 4) County officials as defined in TCA 8-34-101(9) (A) and (B), regardless of whether the agency participates in the plan, pursuant to TCA 8-27-704; 5) All other individuals deemed eligible by applicable federal law, state law, or action of the Local Government Insurance Committee, excluding residents of Alaska, Louisiana, Mississippi, Montana and Texas
- All retirees under the Local Government of the Policyholder who: a) has retired from the Policyholder and b) receives a benefit from the Tennessee Consolidated Retirement System (TCRS), excluding residents of Alaska, Louisiana, Mississippi, Montana and Texas.



## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

### DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

#### For STATE:

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. December 1, 2019;
2. the date You enter a class eligible for insurance;
3. the date You obtain a Dependent; and
4. the first day of the month following the date You complete the Waiting Period of 1 full calendar month of employment.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

No person may be insured as a Dependent of more than one employee.

#### For LOCAL EDUCATION:

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. December 1, 2019;
2. the date You enter a class eligible for insurance;
3. the date You obtain a Dependent.
4. the first day of the month following the date You enter the eligible class.

No person may be insured as a Dependent of more than one employee.

#### For LOCAL GOVERNMENT:

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. December 1, 2019;
2. the date You enter a class eligible for insurance;
3. the date You obtain a Dependent.
4. the first day of the month following the date You complete any Waiting Period. Your agency may allow for "No Waiting Period" or a 30, 60 or 90 day Waiting Period. Please log on to [tn.gov/finance/article/fa-benefits-publications](http://tn.gov/finance/article/fa-benefits-publications) for information on Waiting Periods. Alternatively, you can contact Your Agency Benefits Coordinator to determine Your Waiting Period.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

No person may be insured as a Dependent of more than one employee.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### **ENROLLMENT PROCESS FOR DEPENDENT DENTAL INSURANCE**

If You are eligible for Dependent Insurance, You may enroll for such insurance by completing the required form in Writing for each Dependent to be insured. If You enroll for Contributory Insurance, You must also give Your Employer Written permission to deduct premiums you owe from Your pay for such insurance. If You are retired and make a request to enroll Your eligible Dependents, premium for Your Dependent Insurance will be paid either through deduction from Your pension benefit or Your direct payment to the Policyholder. You will be notified by Your Employer how much You will be required to contribute.

You do not need to participate in the Policyholder's medical plan in order to enroll for Dental Insurance. In order to enroll for Dental Insurance for Your Dependents, You must either (a) already be enrolled for Dental Insurance for You or (b) enroll at the same time for Dental Insurance for You.

The Dental Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Dependent Dental Insurance only when You are first eligible, during an annual enrollment period or if You have a Qualifying Event. Enrollment is on a calendar year basis, and You may only cancel Dependent Dental Insurance for which You are enrolled during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

### **DATE DENTAL INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS**

#### **Enrollment When First Eligible**

If You complete the enrollment process within 31 days of becoming eligible for Dependent Insurance, such insurance will take effect on the date You become eligible.

#### **If You Do Not Enroll When First Eligible**

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for Dependent Insurance until the next annual enrollment period for Dental Insurance, as determined by the Policyholder, following the date You first become eligible. At that time You will be able to enroll for insurance for which You are then eligible.

#### **Enrollment During an Annual Enrollment Period**

During any annual enrollment period as determined by the Policyholder, You may enroll for Dependent Insurance for which You are eligible, choose a different option than the one for which Your Dependents are currently enrolled, or cancel Your Dependent Insurance. If You are not currently enrolled for Dependent Insurance but You enroll during an annual enrollment period, the Dependent Insurance takes effect on the first day of the calendar year following the annual enrollment period. Changes to Your Dependent Insurance made during an annual enrollment period will take effect on the first day of the calendar year following the annual enrollment period. If You are currently enrolled and request to cancel Dependent Insurance during an annual enrollment period, Dependent Insurance will end on the last day of the calendar year following the annual enrollment period.

#### **Enrollment Due to a Qualifying Event**

You may enroll for Dependent Insurance for which You are eligible, change the amount of Your Dependent Insurance, or cancel Dependent Insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 60 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance, including cancellation, made as a result of a Qualifying Event will take effect as follows:

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

- For marriage, the first day of the month coincident with or next following the date You are married;
- For all other Qualifying Events, the date of the Qualifying Event.

**Qualifying Event** includes:

- marriage; or
- the birth, adoption or placement for adoption or assumption of legal custody of a dependent child; or
- Your or Your dependent's loss of coverage under any group health coverage or medical insurance plan.

### **DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS**

A Dependent's insurance will end on the earliest of:

1. the last day of the month in which You die;
2. the date Dental Insurance for You ends;
3. the date the Group Policy ends;
4. the last day of the month in which You cease to be in an eligible class;
5. the last day of the month in which insurance for Your Dependents ends under the Group Policy;
6. the last day of the month in which insurance for Your Dependents ends for Your class;
7. the last day of the month of separation from active employment if You are a Central State Government Employee;
8. the last day of the month following the month of separation from active employment if You are other than a Central State Government Employee;
9. the end of the period for which the last premium has been paid;
10. the last day of the month in which the person ceases to be a Dependent;
11. the last day of the month in which the Child reaches the limiting age;
12. if You request to cancel Dependent Insurance during an annual enrollment period, the last day of the calendar year following the annual enrollment period; or
13. If You request to cancel Dependent Insurance because You have a Qualifying Event, on the date stated in the sub-section "Enrollment Due to a Qualifying Event".

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

## **SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP DENTAL COVERAGE**

The following rules will apply if this Dental Insurance replaces other group dental coverage provided to You by the Policyholder.

**Prior Plan** means the group dental coverage provided to You by the Policyholder on the day before the Replacement Date.

**Replacement Date** means the effective date of this Dental Insurance under the Group Policy.

### **Rules if You or You and Your Dependents were Covered Under the Prior Plan on the Day Before the Replacement Date:**

1. if You and Your Dependents were covered under the Prior Plan on the day before the Replacement Date, You will be eligible for this Dental Insurance on the Replacement Date if You are in an eligible class on such date;
2. if any of the following conditions occurred while coverage was in effect under the Prior Plan, We will treat such conditions as though they occurred while this Dental Insurance is in effect:
  - the loss of a tooth; and
  - the accumulation of amounts toward:
    - a) Annual Deductibles;
    - b) Annual Maximum Benefits;
    - c) Lifetime Maximum Benefits;
3. if a dental service was received while the Prior Plan was in effect and such service would be a Covered Service subject to frequency and/or time limitations if performed while this Dental Insurance is in effect, the receipt of such prior service will be counted toward the time and frequency limitations under this Dental Insurance;
4. if a government mandated continuation of coverage under the Prior Plan was in effect on the Replacement Date, such coverage may be continued under this Dental Insurance if the required payment is made for the cost of such coverage. In such case, benefits will be available under this Dental Insurance until the earlier of:
  - the date the continued coverage ends as set forth in the provisions of the government-mandated requirements; or
  - the date this Dental Insurance ends.

### **Rules if You or You and Your Dependents were NOT covered under the Prior Plan on the Day Before the Replacement Date:**

1. You will be eligible for this Dental Insurance when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU;
2. Your Dependents will be eligible for this Dental Insurance when they meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN**

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

### **COBRA CONTINUATION FOR DENTAL INSURANCE**

If Dental Insurance for You or a Dependent ends, You or Your Dependent may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). Please contact the Policyholder for information regarding continuation of insurance under COBRA.

### **FOR YOUR SURVIVING DEPENDENTS**

If, on the date of Your death, Your surviving Dependents are enrolled for Dental Insurance with Us, such insurance may continue if the surviving Dependent completes the required form in Writing and submits such form to the Policyholder. Your surviving Dependents may elect either COBRA or RETIREE continuation of Dental Insurance if You would have been eligible to continue coverage as a retiree at the time of Your death. If You would not have been eligible to continue coverage as a retiree at the time of Your death, Your surviving Dependents may only elect COBRA continuation of Dental Insurance. The Policyholder will review submitted forms and determine eligibility. If Your surviving Spouse remarries after continuing Dental Insurance, such insurance may be continued for Your surviving Spouse. No new Dependents may be enrolled for coverage on or after the date of Your death.

The continuation of Dental Insurance is subject to the Dependent paying the premiums either through deduction from a surviving pension benefit or through direct payment to the Policyholder, who will pay Us.

## DENTAL INSURANCE

If You or a Dependent incur a charge for a Covered Service, Proof of such service must be sent to Us. When We receive such Proof, We will review the claim and, if We approve it, will pay the insurance in effect on the day service is completed.

This Dental Insurance gives You access to Dentists through the MetLife Preferred Dentist Program. Dentists participating in the MetLife Preferred Dentist Program have agreed to limit their charge for a dental service to the Maximum Allowed Charge for such service. Under the MetLife Preferred Dentist Program, We pay benefits for Covered Services performed by either In-Network Dentists or Out-of-Network Dentists. However, You may be able to reduce Your out-of-pocket costs by using an In-Network Dentist because Out-of-Network Dentists have not entered into an agreement with Us to limit their charges. You are always free to receive services from any Dentist. You do not need any authorization from Us to choose a Dentist.

The MetLife Preferred Dentist Program does not provide dental services. Whether or not benefits are available for a particular service, does not mean You should or should not receive the service. You and Your Dentist have the right and are responsible at all times for choosing the course of treatment and services to be performed. After services have been performed, We will determine the extent to which benefits, if any, are payable.

When requesting a Covered Service from an In-Network Dentist, We recommend that You:

- identify Yourself as an insured in the Preferred Dentist Program; and
- confirm that the Dentist is currently an In-Network Dentist at the time that the Covered Service is performed.

The amount of the benefit will not be affected by whether or not You identify Yourself as a member in the Preferred Dentist Program.

You can obtain a customized listing of MetLife's In-Network Dentists either by calling 1-855-700-8001 or by visiting Our website at [www.mybenefits.metlife.com/StateOfTennessee](http://www.mybenefits.metlife.com/StateOfTennessee).

## BENEFIT AMOUNTS

We will pay benefits in an amount equal to the Covered Percentage for charges incurred by You or a Dependent for a Covered Service as shown in the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

The Covered Percentage for Covered Services performed by an In-Network Dentist is higher than the Covered Percentage for Covered Services performed by an Out-of-Network Dentist.

### In-Network

If a Covered Service is performed by an In-Network Dentist, We will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

If an In-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible; and
- any other part of the Maximum Allowed Charge for which We do not pay benefits.

### Out-of-Network

If a Covered Service is performed by an Out-of-Network Dentist, We will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

Out-of-Network Dentists may charge You more than the Maximum Allowed Charge. If an Out-of-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible; and
- any other part of the Maximum Allowed Charge for which We do not pay benefits; and
- any amount in excess of the Maximum Allowed Charge charged by the Out-of-Network Dentist.

## DENTAL INSURANCE (continued)

### Maximum Benefit Amounts

The SCHEDULE OF BENEFITS sets forth Maximum Benefit Amounts We will pay for Covered Services received In-Network and Out-of-Network. We will never pay more than the greater of the In-Network Maximum Benefit Amount or the Out-of-Network Maximum Benefit Amount.

For example, if a Covered Service is received Out-of-Network and We pay \$300 in benefits for such service, \$300 will be applied toward both the In-Network and the Out-of-Network Maximum Benefit Amounts applicable to such service.

### Deductibles

The Deductible amounts are shown in the SCHEDULE OF BENEFITS.

The Yearly Individual Deductible is the amount that You and each Dependent must pay for Covered Services to which such Deductible applies each Year before We will pay benefits for such Covered Services.

We apply amounts used to satisfy Yearly Individual Deductibles to the Yearly Family Deductible. Once the Yearly Family Deductible is satisfied, no further Yearly Individual Deductibles are required to be met.

The amount We apply toward satisfaction of a Deductible for a Covered Service is the amount We use to determine benefits for such service. The Deductible Amount will be applied based on when Dental insurance claims for Covered Services are processed by Us. The Deductible Amount will be applied to Covered Services in the order that Dental Insurance claims for Covered Services are processed by Us regardless of when a Covered Service is "incurred". When several Covered Services are incurred on the same date and Dental Insurance benefits are claimed as part of the same claim, the Deductible Amount is applied based on the Covered Percentage applicable to each Covered Service. The Deductible Amount will be applied in the order of highest Covered Percentage to lowest Covered Percentage.

### Alternate Benefit

If We determine that a service, less costly than the Covered Service the Dentist performed, could have been performed to treat a dental condition, We will pay benefits based upon the less costly service if such service:

- would produce a professionally acceptable result under generally accepted dental standards; and
- would qualify as a Covered Service.

For example:

- when a filling and an inlay are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service;
- when a filling and a crown are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service; and
- when a partial denture and fixed bridgework are both professionally acceptable methods for replacing multiple missing teeth in an arch, We may base Our benefit determination upon the partial denture which is the less costly service.

If We pay benefits based upon a less costly service in accordance with this subsection, the Dentist may charge You or Your Dependent for the difference between the service that was performed and the less costly service. This is the case even if the service is performed by an In-Network Dentist.

Certain comprehensive dental services have multiple steps associated with them. These steps can be completed at one time or during multiple sessions. For benefit purposes under this certificate, these separate steps of one service are considered to be part of the more comprehensive service. Even if the dentist submits separate bills, the total benefit payable for all related charges will be limited by the maximum benefit payable for the more comprehensive service. For example, root canal therapy includes x-rays, opening of the pulp chamber, additional x-rays, and filling of the chamber. Although these services may be performed in multiple sessions, they all constitute root canal therapy. Therefore, We will only pay benefits for the root canal therapy.

## DENTAL INSURANCE (continued)

### Orthodontic Covered Services

Orthodontic treatment generally consists of initial placement of an appliance and periodic follow-up visits.

The benefit payable for the initial placement will not exceed 33% of the Maximum Benefit Amount for Orthodontia.

The benefit payable for the periodic follow-up visits will be payable on a quarterly basis during the course of the orthodontic treatment if:

- Dental Insurance is in effect for the person receiving the orthodontic treatment; and
- proof is given to Us that the orthodontic treatment is continuing.

### Benefits for Orthodontic Services Begun Prior to this Dental Insurance

If the initial placement was made prior to this Dental Insurance being in effect, the benefit payable will be reduced by the portion attributable to the initial placement.

If the periodic follow-up visits commenced prior to this Dental Insurance being in effect:

- the number of months for which benefits are payable will be reduced by the number of months of treatment performed before this Dental Insurance was in effect; and
- the total amount of the benefit payable for the periodic visits will be reduced proportionately.

### Pretreatment Estimate of Benefits

If a planned dental service is expected to cost more than \$300, You have the option of requesting a pretreatment estimate of benefits. The Dentist should submit a claim detailing the services to be performed and the amount to be charged. After We receive this information, We will provide You with an estimate of the Dental Insurance benefits available for the service. The estimate is not a guarantee of the amount We will pay. Under the Alternate Benefit provision, benefits may be based on the cost of a service other than the service that You choose. You are required to submit Proof on or after the date the dental service is completed in order for Us to pay a benefit for such service.

The pretreatment estimate of benefits is only an estimate of benefits available for proposed dental services. You are not required to obtain a pretreatment estimate of benefits. As always, You or Your Dependent and the Dentist are responsible for choosing the services to be performed.

### Benefits We Will Pay After Insurance Ends

We will pay benefits for a 31 day period after Your insurance ends for the completion of installation of a prosthetic device if:

- the Dentist prepared the abutment teeth or made impressions before Your insurance ends; and
- the device is installed within 31 days after the date the insurance ends.

We will pay benefits for a 31 day period after Your insurance ends for the completion of installation of a Cast Restoration if:

- the Dentist prepared the tooth for the Cast Restoration before Your insurance ends; and
- the Cast Restoration is installed within 31 days after the date the insurance ends.

We will pay benefits for a 31 day period after Your insurance ends for completion of root canal therapy if:

- the Dentist opened into the pulp chamber before Your insurance ends; and
- the treatment is finished within 31 days after the date the insurance ends.



## DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

### Type A Covered Services

1. Oral exams and problem-focused exams, but no more than twice in a calendar Year with additional oral exams allowed if medically necessary and the dentist receives prior authorization from MetLife.
2. Screenings, including state or federally mandated screenings, to determine an individual's need to be seen by a dentist for diagnosis, but no more than twice in a Year.
3. Patient assessments (limited clinical inspection that is performed to identify possible signs of oral or systemic disease, malformation, or injury, and the potential need for referral for diagnosis and treatment), but no more than twice in a Year.
4. Full mouth or panoramic x-rays once every 60 months.
5. Bitewing x-rays 1 set every 12 months.
6. Intraoral-periapical x-rays.
7. X-rays, except as mentioned elsewhere.
8. Cleaning of teeth (oral prophylaxis) twice in a calendar Year with additional oral prophylaxis allowed if medically necessary and the dentist receives prior authorization from MetLife.
9. Topical fluoride treatment for Members up to 19 years of age, twice in 12 consecutive months.
10. Topical fluoride treatment for members 55 years of age and older with a history of periodontal surgery, once in 12 consecutive months.
11. Space maintainers for a Child under age 15 once per lifetime per tooth area.
12. Sealants or sealant repairs for a Child under age 16 which are applied to non-restored, non-decayed first and second permanent molars, once per tooth.
13. Preventive resin restorations, which are applied to non-restored first and second permanent molars, once per tooth.
14. Biopsies of hard or soft oral tissue.

### Type B Covered Services

1. Pulp vitality tests and bacteriological studies for determination of bacteriologic agents.
2. Genetic test for susceptibility to oral diseases.
3. Diagnostic casts.
4. Emergency palliative treatment to relieve tooth pain.
5. Initial placement of amalgam fillings.
6. Replacement of an existing amalgam filling, but only if:
  - at least 24 months have passed since the existing filling was placed; or
  - a new surface of decay is identified on that tooth.
7. Initial placement of resin-based composite fillings.
8. Replacement of an existing resin-based composite filling, but only if:
  - at least 24 months have passed since the existing filling was placed; or
  - a new surface of decay is identified on that tooth.
9. Protective (sedative) fillings.
10. Root canal treatment, including bone grafts and tissue regeneration procedures in conjunction with periradicular surgery, but not more than once in any 24 month period for the same tooth.
11. Other endodontic procedures, such as apicoectomy, retrograde fillings, root amputation, and hemisection.
12. Periodontal scaling and root planing, but no more than once per quadrant in any 24 month period.
13. Periodontal surgery, including gingivectomy, gingivoplasty and osseous surgery, but no more than one surgical procedure per quadrant in any 36 month period.

## DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

14. Simple extractions.
15. Periodontal maintenance, where periodontal treatment (including scaling, root planing, and periodontal surgery, such as gingivectomy, gingivoplasty and osseous surgery) has been performed. Periodontal maintenance is limited to two times in any Year less the number of teeth cleanings received during such 1 Year period with additional Periodontal maintenance allowed if medically necessary and the dentist receives prior authorization from MetLife.
16. Pulp capping (excluding final restoration).
17. Therapeutic pulpotomy (excluding final restoration).
18. Pulp therapy.
19. Apexification/recalcification.
20. Pulpal regeneration, but not more than once per lifetime.
21. Injections of therapeutic drugs.
22. Application of desensitizing medicaments where periodontal treatment (including scaling, root planing, and periodontal surgery, such as osseous surgery) has been performed.

### Type C Covered Services

1. General anesthesia or intravenous sedation in connection with oral surgery, extractions or other Covered Services, when We determine such anesthesia is necessary in accordance with generally accepted dental standards.
2. Local chemotherapeutic agents.
3. Initial installation of full or partial Dentures (other than implant supported prosthetics) after the person receiving such services was insured for Dental insurance for 6 months.
4. Initial installation of full or partial Dentures (other than implant supported prosthetics), when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental. Once you have been insured for 12 months, You will be covered for initial installation of full or partial dentures regardless of when your natural tooth was lost.
5. Addition of teeth to a partial removable Denture, after the person receiving such services was insured for Dental Insurance under this certificate for 6 months; or
6. Addition of teeth to a partial removable Denture, when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental. Once you have been insured for 12 months, You will be covered for addition of teeth to a partial removable Denture regardless of when your natural tooth was lost.
7. Replacement of a non-serviceable fixed Denture if such Denture was installed more than 7 years prior to replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a fixed Denture is damaged beyond repair and, as a result, is replaced prior to 7 years then the fixed Denture will be covered but at a lower covered percentage in accordance with the following table:

<b>Fixed Denture damaged beyond repair and replaced within:</b>	<b>Covered Percentage for new Fixed Denture</b>
1 year but less than 2 years	10%
2 years but less than 3 years	15%
3 years but less than 4 years	20%
4 years but less than 5 years	25%
5 years but less than 6 years	30%
6 years but less than 7 years	35%

**DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES**

8. Replacement of a non-serviceable removable Denture if such Denture was installed more than 7 years prior to replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a removable Denture is damaged beyond repair and, as a result, is replaced prior to 7 years then the removable Denture will be covered but at a lower covered percentage in accordance with the following table:

<b>Removable Denture damaged beyond repair and replaced within:</b>	<b>Covered Percentage for new Removable Denture</b>
1 year but less than 2 years	10%
2 years but less than 3 years	15%
3 years but less than 4 years	20%
4 years but less than 5 years	25%
5 years but less than 6 years	30%
6 years but less than 7 years	35%

9. Replacement of an immediate, temporary, full Denture with a permanent, full Denture, if the immediate, temporary, full Denture cannot be made permanent and such replacement is done within 12 months of the installation of the immediate, temporary, full Denture.
10. Other removable prosthetic services not described elsewhere.
11. Other fixed Denture prosthetic services not described elsewhere.
12. Relinings and rebasings of existing removable Dentures:
- if at least 12 months have passed since the installation of the existing removable Denture; and
  - not more than once in any 36 month period.
13. Re-cementing of Cast Restorations or Dentures, but not more than once in a 12 month period.
14. Adjustments of Dentures, if at least 6 months have passed since the installation of the Denture and not more than once in any 12 month period.
15. Initial installation of Cast Restorations (except implant supported Cast Restorations), after the person receiving such services was insured for Dental insurance for 6 months;
16. Replacement of any Cast Restoration (except an implant supported Cast Restoration) with the same or a different type of Cast Restoration, but no more than one replacement for the same tooth surface within 7 years of a prior replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a Cast Restoration is damaged beyond repair and, as a result, is replaced prior to 7 years then the Cast Restoration will be covered but at a lower covered percentage in accordance with the following table:

<b>Cast Restoration damaged beyond repair and replaced within:</b>	<b>Covered Percentage for new Cast Restoration</b>
1 year but less than 2 years	10%
2 years but less than 3 years	15%
3 years but less than 4 years	20%
4 years but less than 5 years	25%
5 years but less than 6 years	30%
6 years but less than 7 years	35%

**DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES**

17. Prefabricated crown, but no more than one replacement for the same tooth within 7 years of a prior replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a Prefabricated crown is damaged beyond repair and, as a result, is replaced prior to 7 years then the Prefabricated crown will be covered but at a lower covered percentage in accordance with the following table:

<b>Prefabricated Crown damaged beyond repair and replaced within:</b>	<b>Covered Percentage for new Prefabricated crown</b>
1 year but less than 2 years	10%
2 years but less than 3 years	15%
3 years but less than 4 years	20%
4 years but less than 5 years	25%
5 years but less than 6 years	30%
6 years but less than 7 years	35%

18. Core buildup, but no more than once per tooth in a period of 7 years, after the person receiving such services was insured for Dental insurance for 6 months.

However if a Core buildup is damaged beyond repair and, as a result, is replaced prior to 7 years then the Core buildup will be covered but at a lower covered percentage in accordance with the following table:

<b>Core buildup damaged beyond repair and replaced within:</b>	<b>Covered Percentage for new Core buildup</b>
1 year but less than 2 years	10%
2 years but less than 3 years	15%
3 years but less than 4 years	20%
4 years but less than 5 years	25%
5 years but less than 6 years	30%
6 years but less than 7 years	35%

19. Posts and cores, but no more than once per tooth in a period of 7 years, after the person receiving such services was insured for Dental insurance for 6 months.

However if Posts and cores are damaged beyond repair and, as a result, are replaced prior to 7 years then the Posts and cores will be covered but at a lower covered percentage in accordance with the following table:

<b>Posts and cores damaged beyond repair and replaced within:</b>	<b>Covered Percentage for new Posts and cores</b>
1 year but less than 2 years	10%
2 years but less than 3 years	15%
3 years but less than 4 years	20%
4 years but less than 5 years	25%
5 years but less than 6 years	30%
6 years but less than 7 years	35%

20. Labial veneers for a covered person age 12 or older, but no more than once per tooth in a period of 7 Years.

## DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

21. Oral surgery, except as mentioned elsewhere in this certificate.
22. Consultations for interpretation of diagnostic image by a Dentist not associated with the capture of the image, but not more than once in a 12 month period.
23. Other consultations, but not more than once in a 12 month period.
24. Full mouth debridements, but not more than once per lifetime.
25. Surgical extractions.
26. Implant services (including sinus augmentation and bone replacement and graft for ridge preservation) after the person receiving such services was insured for Dental insurance for 6 months, but no more than once for the same tooth position in a 60 month period.
27. Implant services (including sinus augmentation and bone replacement and graft for ridge preservation) when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental. Once you have been insured for 12 months, You will be covered for implant services regardless of when your natural tooth was lost.
28. Repair of implants, but no more than once in a 12 month period, after the person receiving such services was insured for Dental insurance for 6 months.
29. Implant supported Cast Restorations, but no more than once for the same tooth position in a 7 Year period, after the person receiving such services was insured for Dental insurance for 6 months.
30. Implant supported fixed Dentures, but no more than once for the same tooth position in a 7 Year period, after the person receiving such services was insured for Dental insurance for 6 months.
31. Implant supported removable Dentures, but no more than once for the same tooth position in a 7 Year period, after the person receiving such services was insured for Dental insurance for 6 months.
32. Tissue conditioning, but not more than once in a 36 month period.
33. Simple repair of Cast Restorations or Dentures other than recementing, but not more than once in a 12 month period.
34. Occlusal adjustments, but not more than once in a 12 month period.
35. Cleaning and inspection of a removable appliance twice in a Year.

### Orthodontic Covered Services

Orthodontia, for a Child to the end of the month in which the Child reaches age 19, after the person receiving such services was insured for Dental insurance for 12 months.

Fixed and removable appliances for correction of harmful habits for a Child under age 19, once per lifetime after the person receiving such services was insured for Dental insurance for 12 months.

We will not pay Dental Insurance benefits for charges incurred for:

1. services which are not Dentally Necessary, or those which do not meet generally accepted standards of care for treating the particular dental condition;
2. services for which You would not be required to pay in the absence of Dental Insurance;
3. services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
4. services which are neither performed nor prescribed by a Dentist, except for those services of a licensed Dental Hygienist which are supervised and billed by a Dentist, and which are for:
  - scaling and polishing of teeth; or
  - fluoride treatments;
5. services which are primarily cosmetic, unless required for the treatment or correction of a congenital defect of a newborn Child;
6. services or appliances which restore or alter occlusion or vertical dimension;
7. restoration of tooth structure damaged by attrition, abrasion or erosion, unless caused by disease;
8. restorations or appliances used for the purpose of periodontal splinting;
9. counseling or instruction about oral hygiene, plaque control, nutrition and tobacco;
10. personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss;
11. decoration or inscription of any tooth, device, appliance, crown or other dental work;
12. missed appointments;
13. services:
  - covered under any workers' compensation or occupational disease law;
  - covered under any employer liability law;
  - for which the Employer of the person receiving such services is required to pay; or
  - received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital;
14. services covered under other coverage provided by the Policyholder;
15. temporary or provisional restorations;
16. temporary or provisional appliances;
17. prescription drugs;
18. services for which the submitted documentation indicates a poor prognosis;
19. the following, when charged by the Dentist on a separate basis:
  - claim form completion;
  - infection control, such as gloves, masks, and sterilization of supplies; or
  - local anesthesia, non-intravenous conscious sedation or analgesia, such as nitrous oxide;
20. dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food;
21. caries susceptibility tests;
22. appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards;
23. precision attachments associated with fixed and removable prostheses, except when the precision attachment is related to implant prosthetics;
24. adjustment of a Denture made within 6 months after installation by the same Dentist who installed it;
25. duplicate prosthetic devices or appliances;
26. replacement of a lost or stolen appliance, Cast Restoration or Denture;

## **DENTAL INSURANCE: EXCLUSIONS (continued)**

Appendix 7.1

27. replacement of an orthodontic device;
28. during the first twelve months when You or a Dependent is insured for Dental Insurance, Dentures and implants to replace one or more natural teeth which were missing before such person was insured for Dental Insurance;
29. diagnosis and treatment of temporomandibular joint disorders and cone beam imaging associated with the treatment of temporomandibular joint disorders;
30. intra and extraoral photographic images;
31. adult prophylaxis for Dependent under age 14.

## DENTAL INSURANCE: COORDINATION OF BENEFITS

When You or a Dependent incur charges for Covered Services, there may be other Plans, as defined below, that also provide benefits for those same charges. In that case, We may reduce what We pay based on what the other Plans pay. This Coordination of Benefits section explains how and when We do this.

### DEFINITIONS

In this section, the terms set forth below have the following meanings:

**Allowable Expense** means a necessary dental expense for which both of the following are true:

- a covered person must pay it; and
- it is at least partly covered by one or more of the Plans that provide benefits to the covered person.

If a Plan provides fixed benefits for specified events or conditions (instead of benefits based on expenses incurred), such benefits are Allowable Expenses.

If a Plan provides benefits in the form of services, We treat the reasonable cash value of each service performed as both an Allowable Expense and a benefit paid by that Plan.

**The term does not include:**

- expenses for services performed because of a Job-Related Injury or Sickness;
- any amount of expenses in excess of the higher reasonable and customary fee for a service, if two or more Plans compute their benefit payments on the basis of reasonable and customary fees;
- any amount of expenses in excess of the higher negotiated fee for a service, if two or more Plans compute their benefit payments on the basis of negotiated fees; and
- any amount of benefits that a Primary Plan does not pay because the covered person fails to comply with the Primary Plan's managed care or utilization review provisions, these include provisions requiring:
  - second surgical opinions;
  - pre-certification of services;
  - use of providers in a Plan's network of providers; or
  - any other similar provisions.

We won't use this provision to refuse to pay benefits because an HMO member has elected to have dental services provided by a non-HMO provider and the HMO's contract does not require the HMO to pay for providing those services.

**Claim Determination Period** means a period that starts on any January 1 and ends on the next December 31. A Claim Determination Period for any covered person will not include periods of time during which that person is not covered under This Plan.

**Custodial Parent** means a Parent awarded custody, other than joint custody, by a court decree. In the absence of a court decree, it means the Parent with whom the child resides more than half of the Year without regard to any temporary visitation.

**HMO** means a Health Maintenance Organization or Dental Health Maintenance Organization.

**Job-Related Injury or Sickness** means any injury or sickness:

- for which You are entitled to benefits under a workers' compensation or similar law, or any arrangement that provides for similar compensation; or
- arising out of employment for wage or profit.

**Parent** means a person who covers a child as a dependent under a Plan.



## DENTAL INSURANCE: COORDINATION OF BENEFITS (continued)

**Plan** means any of the following, if it provides benefits or services for an Allowable Expense:

- a group insurance plan;
- an HMO;
- a blanket plan;
- uninsured arrangements of group or group type coverage;
- a group practice plan;
- a group service plan;
- a group prepayment plan;
- any other plan that covers people as a group;
- motor vehicle No Fault coverage if the coverage is required by law; and
- any other coverage required or provided by any law or any governmental program, except Medicaid.

**The term does not include any of the following:**

- individual or family insurance or subscriber contracts;
- individual or family coverage through closed panel Plans or other prepayment, group practice or individual practice Plans;
- hospital indemnity coverage;
- a school blanket plan that only provides accident-type coverage on a 24 hour basis, or a "to and from school basis," to students in a grammar school, high school or college;
- disability income protection coverage;
- accident only coverage;
- specified disease or specified accident coverage;
- nursing home or long term care coverage; or
- any government program or coverage if, by state or Federal law, its benefits are excess to those of any private insurance plan or other non-government plan.

The provisions of This Plan, which limit benefits based on benefits or services provided under:

- Government Plans; or
- Plans which the Policyholder (or an affiliate) contributes to or sponsors;

will not be affected by these Coordination of Benefits provisions.

Each policy, contract or other arrangement for benefits is a separate Plan. If part of a Plan reserves the right to reduce what it pays based on benefits or services provided by other Plans, that part will be treated separately from any parts which do not.

**This Plan** means the dental benefits described in this certificate, except for any provisions in this certificate that limit insurance based on benefits for services provided under government plans, or plans which the Policyholder (or an affiliate) contributes to or sponsors.

**Primary Plan** means a Plan that pays its benefits first under the "Rules to Decide Which Plan Is Primary" section. A Primary Plan pays benefits as if the Secondary Plans do not exist.

**Secondary Plan** means a Plan that is not a Primary Plan. A Secondary Plan may reduce its benefits by amounts payable by the Primary Plan. If there are more than two Plans that provide coverage, a Plan may be Primary to some plans, and Secondary to others.

## DENTAL INSURANCE: COORDINATION OF BENEFITS (continued)

### RULES TO DECIDE WHICH PLAN IS PRIMARY

When more than one Plan covers the person for whom Allowable Expenses were incurred, We determine which plan is primary by applying the rules in this section.

When there is a basis for claim under This Plan and another Plan, This Plan is Secondary unless:

- the other Plan has rules coordinating its benefits with those of This Plan; and
- this Plan is primary under This Plan's rules.

The first rule below, which will allow Us to determine which Plan is Primary, is the rule that We will use.

**Dependent or Non-Dependent:** A Plan that covers a person other than as a dependent (for example, as an employee, member, subscriber, or retiree) is Primary and shall pay its benefits before a Plan that covers the person as a dependent; except that if the person is a Medicare beneficiary and, as a result of federal law or regulations, Medicare is:

- Secondary to the Plan covering the person as a dependent; and
- Primary to the Plan covering the person as other than a dependent (e.g., a retired employee);

then the order of benefits between the two Plans is reversed and the Plan that covers the person as a dependent is Primary.

**Child Covered Under More Than One Plan – Court Decree:** When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, and the specific terms of a court decree state that one of the Parents must provide health coverage or pay for the Child's health care expenses, that Parent's Plan is Primary, if the Plan has actual knowledge of those terms. This rule applies to Claim Determination Periods that start after the Plan is given notice of the court decree.

**Child Covered Under More Than One Plan – The Birthday Rule:** When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, the Primary Plan is the Plan of the Parent whose birthday falls earlier in the Year if:

- the Parents are married; or
- the Parents are not separated (whether or not they have ever married); or
- a court decree awards joint custody without specifying which Parent must provide health coverage.

If both Parents have the same birthday, the Plan that covered either of the Parents longer is the Primary Plan.

However, if the other Plan does not have this rule, but instead has a rule based on the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

**Child Covered Under More than One Plan – Custodial Parent:** When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, if the Parents are not married, or are separated (whether or not they ever married), or are divorced, the Primary Plan is:

- the Plan of the Custodial Parent; then
- the Plan of the spouse of the Custodial Parent; then
- the Plan of the non-custodial Parent; and then
- the Plan of the spouse of the non-custodial Parent.

**Active or Inactive Employee:** A Plan that covers a person as an employee who is neither laid off nor retired is Primary to a Plan that covers the person as a laid-off or retired employee (or as that person's Dependent).

## DENTAL INSURANCE: COORDINATION OF BENEFITS (continued)

If the other Plan does not have this rule and, if as a result, the Plans do not agree on the order of benefits, this rule is ignored.

**Continuation Coverage:** The Plan that covers a person as an active employee, member or subscriber (or as that employee's Dependent) is Primary to a Plan that covers that person under a right of continuation pursuant to federal law (e.g., COBRA) or state law. If the Plan that covers the person has not adopted this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule shall not apply.

**Longer/Shorter Time Covered:** If none of the above rules determine which Plan is Primary, the Plan that has covered the person for the longer time shall be Primary to a Plan that has covered the person for a shorter time.

**No Rules Apply:** If none of the above rules determine which Plan is Primary, the Allowable Expenses shall be shared equally between all the Plans. In no event will This Plan pay more than it would if it were Primary.

### EFFECT ON BENEFITS OF THIS PLAN

If This Plan is Secondary, when the total Allowable Expenses incurred by a covered person in any Claim Determination Period are less than the sum of:

- the benefits that would be payable under This Plan without applying this Coordination of Benefits provision; and
- the benefits that would be payable under all other Plans without applying Coordination of Benefits or similar provisions;

then We will reduce the benefits that would otherwise be payable under This Plan. The sum of these reduced benefits, plus all benefits payable for such Allowable Expenses under all other Plans, will not exceed the total of the Allowable Expenses. Benefits payable under all other Plans include all benefits that would be payable if the proper claims had been made on time.

### RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

We need certain information to apply the Coordination of Benefits rules. We have the right to decide which facts We need. We may get facts from or give them to any other organization or person. We do not need to tell, or get the consent of, any person or organization to do this. To obtain all benefits available, a covered person who incurs Allowable Expenses should file a claim under each Plan which covers the person. Each person claiming benefits under This Plan must give Us any facts We need to pay the claim.

### FACILITY OF PAYMENT

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes benefits provided in the form of services, in which case We may pay the reasonable cash value of the benefits provided in the form of services.

### RIGHT OF RECOVERY

If the amount We pay is more than We should have paid under this Coordination of Benefits provision, We may recover the excess from one or more of:

- the person We have paid or for whom We have paid;
- insurance companies; or
- other organizations.

The amount of the payment includes the reasonable cash value of any benefits provided in the form of services.

## FILING A CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder. The Policyholder will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

For Dental Insurance, all claim forms needed to file for benefits under the group insurance program can be obtained by calling MetLife at 1-855-700-8001. Dental claim forms can also be downloaded from [www.mybenefits.metlife.com/StateOfTennessee](http://www.mybenefits.metlife.com/StateOfTennessee). The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

### CLAIMS FOR DENTAL INSURANCE BENEFITS

**When a claimant files a claim for Dental Insurance benefits described in this certificate**, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

Claim and Proof may be given to Us by following the steps set forth below:

**Step 1**

A claimant can request a claim form by calling Us at 1-855-700-8001.

**Step 2**

We will send a claim form to the claimant within 15 days of the request. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

**Step 3**

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

**Step 4**

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 5 years after the date such Proof is required.

## DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS

### Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from [www.mybenefits.metlife.com/StateOfTennessee](http://www.mybenefits.metlife.com/StateOfTennessee). The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

### Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-855-700-8001.

### Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required Proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

### Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will review Your claim and notify You of its decision to approve or deny Your claim.

Such notification will be provided to You within a 30 day period from the date You submitted Your claim; except for situations requiring an extension of time of up to 15 days because of matters beyond the control of MetLife. If MetLife needs such an extension, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the notice requesting further information from MetLife.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed.

### Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

**DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS (continued)**

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based.

## GENERAL PROVISIONS

### Assignment

The rights and benefits under the Group 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.

### Dental Insurance: Who We Will Pay

If You assign payment of Dental Insurance benefits to Your or Your Dependent's Dentist, We will pay benefits directly to the Dentist. Otherwise, We will pay Dental Insurance benefits to You.

### Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

### Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty.

Evidence of insurability will not be required nor will any statement made by You, which relates to insurability, be used:

1. to contest the validity of the insurance benefits; or
2. to reduce the insurance benefits.

### Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

### Overpayments

#### Recovery of Dental Insurance Overpayments

We have the right to recover any amount that We determine to be an overpayment, whether for services received by You or Your Dependents.

An overpayment occurs if We determine that:

- the total amount paid by Us on a claim for Dental Insurance is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us.

## **GENERAL PROVISIONS (continued)**

### **How We Recover Overpayments**

We may recover the overpayment from You by:

- stopping or reducing any future benefits payable for Dental Insurance;
- 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 that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.