



# **Delta Premier Plan**

**Metropolitan Government of  
Nashville and Davidson County**

Delta Dental of Tennessee

Certificate of Coverage

Benefit Summary Page

**Group Name:** Metropolitan Government of Nashville and Davidson County

**Group Number:** 1600

**Original Issue:** January 1, 2003

**Deductibles:**

Amount per person per calendar year	<b>\$75.00</b>
Maximum family deductible per calendar year	<b>\$225.00</b>
This deductible applies to Schedule C services.	
TMJ calendar year deductible	<b>\$100.00</b>
Orthodontics lifetime deductible	<b>\$100.00</b>

**Benefit Percentages:**

Schedule A, Diagnostic and Preventive Benefits	<b>100%</b>
Schedule B, Basic Benefits	<b>80%</b>
Schedule C, Major Benefits	<b>50%</b>
Schedule D, Orthodontic Benefits	<b>50%</b>
Schedule E, TMJ Benefits	<b>50%</b>

**Annual Maximum for Schedule A, B and C Benefits:**

Amount per person per calendar year	<b>\$ 1,000.00</b>
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**Lifetime Maximums for Schedule D and E Benefits**

Orthodontics lifetime amount per person	<b>\$ 1,000.00</b>
TMJ lifetime amount per person	<b>\$750.00</b>

**Special Enrollment Notations:**

**Employees are eligible on the first day of the month following 30 days of continuous employment.**

**Dependent coverage is available under this plan.**



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**Certificate of Coverage**

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**Introduction**

This Certificate of Coverage (COC) is a guide to your dental plan. It is not the contract between Delta Dental of Tennessee (DDTN) and your group nor any member of the plan. Should there be any conflict between the COC and the contract, the contract will prevail.

**I. Eligibility and Enrollment of Subscribers and Dependents**

Subscribers who have enrolled in this dental plan through their employer or other group sponsoring this plan may also enroll their dependents.

Dependents are defined as a lawful husband or wife or child(ren) from birth to their 24th birthday. "Child" includes a natural child, step-child, adopted child, foster child or child in the subscriber's legal custody. The child must be dependent on the subscriber for at least 50% of their support and maintenance and must not be married. A child 24 years of age or older may continue to be eligible provided they continue to meet the support, maintenance and marriage requirements. In addition, the child must not be able to support themselves because of mental incapacity or physical handicap. Such disabling condition will have begun before age 24. Proof of these facts must be given to DDTN or group within 31 days if requested. Proof will not be required more than once a year.

Dependents in military service are not eligible.

Dependents must enroll along with the subscriber or as soon as they become dependents. If dependents do not enroll at this time, they must wait until the next open enrollment period to enroll. Dependents may not be enrolled without the enrollment of the subscriber, but the subscriber may drop dependent coverage and maintain their coverage.

A subscriber or dependent who drops their coverage but who still meets all requirements of the plan, may re-enroll during the first open enrollment and in the event of a life status change.

Coverage for any subscriber or dependent terminates when they are no longer eligible for benefits as a member of the group. Specific state and federal laws or group policies may allow an extension of membership for a limited time. You should speak to the administrator of your group to see if an extension is available and for how long the benefits could be extended.

DDTN will not pay for any services received by a patient who is not eligible at the time of treatment. Coverage for subscribers and dependents is only effective after DDTN receives the premium for the period to be covered. If DDTN does not receive the premium when it is due, we may stop paying claims until payment is received. If premiums have not been received within 30 days after the due date, DDTN may cancel the contract with the group. DDTN does not bill individuals for premiums.

**II. Choosing a Dentist**

DDTN does not directly provide dental services and therefore is not liable for a dentist's refusal to provide services. It has contracted with "Participating Dentists". These dentists are independent contractors who have agreed to accept certain fees for the service they provide to you. Dentists that have not contracted with Delta Dental are referred to as "Non-Participating Dentists". The fact that a dentist has or has not chosen to participate with DDTN should not be viewed as a statement about their qualifications.

Although you are free to choose any dentist, your out of pocket expenses may be less if you choose a participating dentist. Therefore, you should always ask your dentist if he is a participating

dentist or verify with DDTN that your dentist is a participating dentist before receiving any dental services.

DDTN is not responsible for any injuries or damages suffered due to the actions of any dentist. DDTN shares in the public concern over the spread of infectious disease, but it cannot require a dentist to be tested for them. Information about the need for clinical precautions as recommended by recognized health authorities is provided to dentists. If you have questions about your dentist's health status or use of recommended clinical precautions, you should discuss them with your dentist.

### **III. General Provisions**

- A. Participating dentists will file your claim with DDTN. If you need a claim form for services provided by a non-participating dentist you may contact DDTN which will provide you with a claim form. To be considered for benefits, a claim must be filed within 15 months of the date of service.
- B. You may get an estimate of the cost of certain dental procedures before they are done. This estimate is referred to as a predetermination. You may have your dentist send DDTN a claim form detailing the projected treatment and DDTN will give an estimate of the benefits to be paid. A predetermination is not a guarantee of payment. Actual benefit payments will be based upon procedures completed and will be subject to continued eligibility along with plan limitations and maximums.
- C. If you or your covered dependent receive an injury requiring dental treatment because of the action or fault of another person, and if DDTN is unaware of other coverage, DDTN may pay benefits but would assume the subscriber's or covered dependent's rights to recover from the other person. The subscriber and covered dependent would be required to help DDTN in making such a recovery. This dental plan does not replace any workers' compensation coverage.
- D. If a subscriber or covered dependent has two dental coverages, DDTN will coordinate benefits with the other coverage. The following rules will be used to determine which coverage should be primary.

- 1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
- 2. Where the patient is a dependent child, primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.
- 3. If there is a court decree stating that one parent has financial responsibility for a child's dental care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.

- E. After a claim is processed, an Explanation of Benefits (EOB) will be sent to the subscriber. If any payment for services was denied, the EOB will give the reason why. If the subscriber disagrees with the denial he or she must submit a request in writing asking that the claim be reviewed. Such request should include the reason why the subscriber believes the claim was wrongly denied. The request must be received by DDTN within 180 days of the subscriber's receipt of the EOB. DDTN will make a review and may ask for more documents if needed. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for review.

If the subscriber does not agree with the first level review decision, he or she may refer the request for review to the Professional Relations Advisory Committee of DDTN. This second level review request must be in writing and received by DDTN within a reasonable time after the subscriber receives the first level review decision. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for second level review.

If the subscriber does not agree with the second level review decision, he or she may file civil action in court.

#### **IV. Benefits**

Not every dental procedure is a benefit of your dental plan nor are they paid at the same level of co-payment. The Schedule of Benefits in this COC reflects the procedures that DDTN will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described on the Benefit Summary Page.

In addition to the limitations and exclusions shown in the Schedule of Benefits section, DDTN does not pay for the following:

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

- A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- C. Cosmetic surgery or procedures for purely cosmetic reasons.
- D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.
- E. Treatment to restore tooth structure lost from wear.
- F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.
- G. Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- H. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any

such facility.

- I. Services by a dentist beyond the scope of his or her license.
- J. Dental services for which the patient incurs no charge.
- K. Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.
- L. DDTN will apply the limitations and exclusions of this benefit plan based upon the member's complete and prior history as reflected in DDTN's records.

In the event a member transfers from one dentist to another during the course of treatment, payment by DDTN will be limited to the amount that would have been paid had only one dentist rendered the service.

#### **V. Optional Services**

In cases where alternate or optional methods of treatment exist, DDTN will pay for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the dentist's treatment plan or to recommend which treatment should be provided. It is a determination of benefits under the terms of the subscriber's coverage. The dentist and subscriber or dependent should decide the course of treatment. If the treatment rendered is other than the covered benefit, the difference between DDTN's allowance and the dentist's fee, up to the approved amount, for the actual treatment rendered is due from the subscriber. For example, if your benefit plan allows for amalgams only even though a metal or porcelain inlay is suggested by your dentist, DDTN will pay for only the cost of the amalgam.

#### **VI. Schedule of Benefits**

In addition to the limitations and exclusions listed in the Schedule of Benefits, the **General Limitations and Exclusions** found in Section IV of this Certificate of Coverage also apply.

##### **A. Diagnostic and Preventive Benefits**

- a) Diagnostic -- oral examination and x-rays to aid the dentist in planning required dental treatment.
- b) Preventive -- prophylaxis (cleaning), topical application of fluoride, and space maintainers.
- c) Sealants -- resin filling used to seal grooves and pits on the chewing surface of

permanent molar teeth.

#### **Limitations and Exclusions On Diagnostic And Preventive Benefits**

- a) One oral exam and cleaning, to include periodontal maintenance procedures, in any 6-month period. Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible members include diabetics and pregnant women with periodontal disease, those with renal failure and those with suppressed immune systems such as those undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients.
- b) Full mouth x-rays are covered once within 3 years, unless special need is shown.
- c) Two set of bite-wing x-rays in a 12 month period.
- d) Topical application of fluoride for members up to 19 years of age.
- e) Adult prophylaxis for members under 14 years of age are not allowed.
- f) Space maintainers for members more than 14 years of age are not allowed.
- g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on members under 16 years of age. Only one benefit will be allowed for each tooth within a lifetime.

#### **B. Basic Benefits**

- a) Oral Surgery -- extractions and other surgical procedures (including pre- and post operative care).
- b) General Anesthesia & I.V. Sedation -- only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions.
- c) Endodontia -- treatment of the dental pulp (root canal procedures).
- d) Periodontia -- treatment of the gums and bones that surround the tooth.
- e) Denture Repairs -- services to repair complete or partial dentures.
- f) Basic Restorations -- amalgams (silver

fillings) composites (white fillings) and prefabricated stainless steel crown restorations for the treatment of decay.

#### **Limitations and Exclusions On Basic Benefits**

- a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.
- b) Payment for root canal treatment includes charges for x-rays and temporary restorations. Root canal treatment is limited to once in a 24 month period by the same dentist or dental office.
- c) Payment for periodontal surgery shall include charges for three months post operative care and any surgical re-entry for a three year period. Root planing, curettage and osseous surgery are not a benefit for members under 14 years of age.
- d) The replacement, by the same dentist or dental office, of amalgam or composite restorations within 24 months is not a benefit.
- e) The replacement of a stainless steel crown on a primary tooth by the same dentist or dental office within a 24 month period of the initial placement is not a benefit.
- f) The replacement of a stainless steel crown on a permanent tooth by the same dentist or dental office within a 60 month period of the initial placement is not a benefit.
- g) Gold foil restorations are an Optional Service.
- h) Porcelain, composite, and metal inlays are Optional Services.

#### **C. Major Benefits**

- a) Cast Restorations -- Crowns and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.
- b) Prosthodontics -- Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.
- c) Complete or Partial Denture Reline -- Chair side or laboratory procedure to improve the fit of the appliance to the tissue (gums).
- d) Complete or Partial Denture Rebase --

Laboratory replacement of the acrylic base of the appliance.

- e) Implants – the surgical placement of an endosteal (in the bone) implant and connecting abutment are covered benefits.

#### **Limitations and Exclusions On Major Benefits**

- a) Replacement of crowns or cast restorations received in the previous five years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.
- b) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.
- c) Procedures for purely cosmetic reasons are not benefits.
- d) Porcelain, gold or veneer crowns for children under 12 years of age are not a benefit.
- e) Replacement of any fixed bridges or partial or complete dentures that the member received in the previous five years is not a benefit.
- f) Payment for a complete or partial denture shall include charges for any necessary adjustment within a six month period. Payment for a reline or rebase of a partial or complete denture is limited to once in a three year period and includes all adjustments required for six months after delivery.
- g) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.
- h) Replacement of implants or abutments received in the previous five years is not a benefit; the removal of an implant is allowed once per lifetime.
- i) Specialized implant techniques are not benefits (ie. bone grafts, guided tissue

- regeneration, precision attachments, etc.).
- j) Implant maintenance procedures are allowed once in a 12 month period.
- k) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit.
- l) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.
- m) Temporary partial dentures are a benefit only when upper anterior teeth are missing.

#### **D. Orthodontic Benefits**

As shown on the Benefit Summary Page, DDTN will pay benefits for procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.

#### **Limitations and Exclusions On Orthodontic Benefits**

- a) Orthodontic benefits are limited to members shown on the Benefit Summary Page.
- b) DDTN shall make regular payments for orthodontic benefits.
- c) If orthodontic treatment began prior to enrolling in this plan, DDTN will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible.
- d) Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.
- e) Benefits are not paid to repair or replace any orthodontic appliance received.
- f) Orthodontic benefits are not paid for extractions or other surgical procedures. However, these additional services may be covered under Diagnostic and Preventive or Basic Benefits.

#### **Orthodontic Payment Method**

- a) The initial payment (initial banding fee) made by DDTN for comprehensive treatment shall not exceed 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.
- b) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will

begin in the month following the appliance placement date and are subject to your copayment percentage and lifetime maximum.

**E. TMJ Benefits**

DDTN will pay benefits for procedures D7880 and D7899 for the treatment of temporomandibular joint dysfunction (TMD).

**Limitations on TMJ Benefits**

DDTN will not pay for surgical treatment of TMD.

**Delta Dental of Tennessee**

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