DELTA DENTAL

South Carolina

Master Policy

Delta Dental PPO

Delta Dental of Missouri
PO Box 8690
St. Louis, MO 63126-0690

SC-PPO-MP-HCR-10

DELTA DENTAL OF MISSOURI

A Not for Profit Corporation Organized under the Laws of the State of Missouri.

Master Policy

Delta Dental of Missouri (DDMO) hereby certifies that the holder (Group Sponsor) of this Policy as shown on the records of DDMO has been accepted for membership in this dental service plan. DDMO certifies that the enrollees of such Group Sponsor are entitled to Dental Care as provided herein, subject to the terms and conditions hereof, including continued payment of required dues or service charges.

This Policy includes the Schedule of Benefits and Summary Plan Description, which are incorporated by reference.

***In Witness Whereof**, DDMO has caused this Policy to be duly executed effective as of the effective date of the Membership Agreement.*

DELTA DENTAL OF MISSOURI

BY

E. B. Rob Goren
President & CEO

SECTION I
DEFINITIONS

For purposes of the Membership Agreement, the following quoted terms have the meanings ascribed to them below when appearing in initial capital letters.

A. **"Accidental Injury"** means an injury to a tooth or teeth caused by a physical injury resulting from an incident not related to the normal function of the tooth or teeth. Some services, such as amalgam or crown replacement within a specified time period, are eligible for benefits if necessary due to an accidental injury.

B. **"Benefit Period"** means the time period described in the Schedule of Benefits for which dental benefits are provided to each Enrollee.

C. **"DDMO"** means Delta Dental of Missouri (a member of the Delta Dental Plan Association), and its successors and assigns.

D. **"Delta Dental Plan"** means a member of the Delta Dental Plans Association, including DDMO.

E. **"Delta Dental PPO" or "PPO"** means the preferred provider organization available from and through DDMO pursuant to the Membership Agreement.

F. **"Dental Services" or "Dental Care"** means those necessary services and care for which coverage and benefits are provided for under the terms and provisions of the Membership Agreement.

G. **"Dentist"** means a dentist duly licensed and legally qualified to practice dentistry at the time and place covered dental services are performed.

H. **"Dependent"** means, except as otherwise provided in the Summary Plan Description or Enrollment Agreement entered into by DDMO and the Group Sponsor, an "eligible dependent" of a Member for whom the applicable Member has made application for coverage to DDMO and for whom such application has been duly accepted for coverage by DDMO. For purposes hereof, an "eligible dependent" means (i) a Member's spouse, (ii) a Member's children (including a Member's stepchildren, legally adopted children, children required to be covered by reason of a "qualified medical child support order" as defined by Section 609 of ERISA and determined to be such by the Group Sponsor (or its plan administrator) (a copy of the procedures governing qualified medical child support orders may be obtained upon request)), until they reach the age or fail to satisfy the other eligibility requirements specified in the Schedule of Benefits and Summary Plan Description, or (iii) a Member's brothers and sisters who are wholly dependent upon the Member for support, until they reach the age specified in the Schedule of Benefits and Summary Plan Description. A child may

be covered as a dependent beyond the age specified in the Schedule of Benefits and Summary Plan Description if, and so long as, such child (a) is incapable of self-support due to physical or mental impairment which commenced prior to the specified age, and (b) is chiefly dependent upon the Member for support and maintenance. A special application must be completed by the Member and the dependent child's physician giving DDMO evidence satisfactory to it of such child's disability and dependency either (i) at least 31 days before reaching such age, or (ii) at the time of application for membership by the Member if such child is then over such specified age. DDMO may require proof of continued disability and dependence once each year thereafter.

I. **"Enrollee" or "Participant"** means a Member or Dependent.

J. **"Group"** means a group of Members which have been accepted and designated as such by DDMO, consisting of persons who are actively or formerly employed, associated or affiliated Members whose dues or service charges are remitted by the same Group Sponsor.

K. **"Group Sponsor"** means an individual, partnership, association, corporation, organization or other entity which agrees to sponsor a Group and to pay, or collect and remit to DDMO the dues or service charges payable by or with respect to the Members under this Policy, either by payroll reduction or otherwise and to receive any notice, card, certificate or rider from DDMO on behalf of such Members.

L. **"Late Entrant"** means any Participant who elects coverage more than 31 days after first becoming eligible for enrollment in the plan. If a Late Entrant Penalty is included in your plan, Late Entrants can elect coverage at any time after the initial enrollment period; however, benefits may be limited as expressly provided in the Summary Plan Description or Schedule of Benefits.

M. **"Maximum Plan Allowance" or "UCR"** means the amount determined by the applicable Delta Dental Plan as the highest amount allowed for a particular procedure, service, or item for the particular Dentist or service provider. The amount allowed for a particular Dentist or service provider depends on its, his or her participation status (e.g., PPO Dentist, Premier Dentist or Non-Participating Dentist).

N. **"Member"** means, except as otherwise provided in the Summary Plan Description or Enrollment Agreement entered into by DDMO and the Group Sponsor, any individual who has made application to and has been duly accepted for coverage by DDMO, and who is actively employed, associated or affiliated by or with the Group Sponsor (or an affiliate of the Group Sponsor).

O. **"Membership"** means the following types of coverage, as applicable.

1. **"Individual Membership"** is comprised of the individual (one person) who has been duly accepted and is in good standing as a Member of DDMO.

2. **"Family Membership"** is comprised of a Member and one or more Dependents. There may be more than one type of Family Membership (e.g., Member and spouse, and Member and all Dependents, including the Member's spouse).

P. **"Membership Benefits"** means those benefits described in this Policy, the Schedule of Benefits and Summary Plan Description, which become applicable to an Enrollee, as evidenced by the records of DDMO, subject to the limitations, exclusions and other terms and conditions in this Policy, the Schedule of Benefits and Summary Plan Description. The Membership Benefits shall, in any case, be the ones for which dues or service charges are being charged and remitted at the time Dental Care is provided hereunder.

Q. **"Non-PPO Participating Dentist" or "Premier Dentist"** means a Dentist or service provider who has or participates under a participation agreement with a Delta Dental Plan for rendering the Dental Care provided by this Policy and to accept payment based on the applicable Maximum Plan Allowance for a Non-PPO Participating Dentist.

R. **"Non-Participating Dentist"** means a Dentist or service provider who does not have or participate under a participation agreement with a Delta Dental Plan for rendering the Dental Care provided by this Policy and who has not agreed to accept payment based on the applicable Maximum Plan Allowance for a Premier Dentist or PPO Dentist.

S. **"Participating Dentist"** means a Dentist or service provider who has or participates under a participation agreement with a Delta Dental Plan for rendering the Dental Care provided by this Policy and who has agreed to accept payment based on the applicable Maximum Plan Allowance for a Premier Dentist or PPO Dentist.

T. **"PPO Participating Dentist" or "PPO Dentist"** means a Dentist or service provider who has or participates under a participation agreement with a Delta Dental Plan for rendering the Dental Care provided by this Policy and to accept payment based on the applicable Maximum Plan Allowance for a PPO Participating Dentist.

U. **"Renewal Date" or "Anniversary Date"** means the date specified as such in the then current Enrollment Agreement between DDMO and Group Sponsor.

V. **"Schedule of Benefits"** means the document which sets forth the extent to which benefits will be provided an Enrollee under this Policy. Specific Group deductibles, coinsurance, and maximum amounts are included in the Group's Schedule of Benefits.

Such Schedule of Benefits shall be the one in effect and for which dues or service charges are being remitted at the time Dental Care is provided hereunder.

W. **"Summary Plan Description" or "SPD"** means the document which summarizes the Dental Care, coverages and benefits provided under the Membership Agreement.

X. **"Treatment Plan"** means a written report showing the recommended treatment of any dental disease, defect or injury for an Enrollee prepared by a Dentist, as a result of any examination made by such Dentist, while membership under this Policy is in effect for the Enrollee.

SECTION II
MEMBERSHIP AGREEMENT AND PERIOD

A. The Membership Agreement consists of the Member's application, the DDMO enrollment regulations in force from time to time for the Group, the Enrollment Agreement, the Schedule of Benefits, Summary Plan Description, this Policy and duly executed riders, if any, between DDMO and the Group Sponsor. These documents constitute the entire agreement between DDMO and the Group Sponsor regarding Membership Benefits and coverage.

B. A Member's coverage ("Membership Period") begins on the date DDMO accepts the Member as reflected in DDMO's records ("Membership Effective Date"). Coverage continues until this Policy or coverage under this Policy is terminated for any reason hereunder.

C. Except as otherwise expressly provided in the Summary Plan Description or the Enrollment Agreement entered into by DDMO and the Group Sponsor, Enrollees must enroll within 31 days after first eligible. Failure to enroll within the specified time may postpone enrollment until the Group's Renewal Date.

D. Except as otherwise expressly provided in the Summary Plan Description or the Schedule of Benefits, at the time of initial enrollment, a Member must select one of the Membership types offered (e.g. Individual Membership or Family Membership). During the Benefit Period, a Member may only change his or her selected Membership type because of marriage, birth, adoption (or date of placement for purposes of adoption), divorce, death, a Dependent reaching the limiting age or another change in status (if any) expressly permitted under the Enrollment Agreement. Additional dues or service charges may apply to the change.

If a Member changes his or her Membership type during the annual open enrollment, he or she must wait one-year in order to make another change in Membership type (unless the Member has a change in status identified above), and then only on the Group's Renewal Date.

SECTION III
DENTAL SERVICES AVAILABLE

To the extent provided in the applicable Schedule of Benefits and Summary Plan Description, and subject to the limitations, exclusions and other terms and conditions contained therein and in this Policy, Membership Benefits will be provided for Dental Services when rendered by a Dentist (or other appropriate service provider) in compliance with generally accepted standards of dental practice, as determined by DDMO.

A. **Covered Dental Services.** Coverage is provided for one or more of the following levels of Dental Service. The Schedule of Benefits and Summary Plan Description set forth in detail the applicable coverage levels and the types of services and items covered by each level of coverage.

1. COVERAGE A: Preventive Dental Services
2. COVERAGE B: Basic Dental Services
3. COVERAGE C: Major Dental Services
4. COVERAGE D: Orthodontic Dental Services

B. **Payment for Dental Services**

1. Membership Benefits will be available for the Dental Services provided and described in this Policy, the Schedule of Benefits, and the Summary Plan Description.

2. When Dental Care is received from a Dentist or service provider who has or participates under an agreement with a Delta Dental Plan for the applicable program of the Enrollee, the Dentist or service provider will usually submit a claim for such Dental Care directly to DDMO and DDMO will make payments directly to such Dentist or service provider. When Dental Care is received from a Dentist or service provider who does not have or participate under an agreement with a Delta Dental Plan for the applicable program of the Enrollee, the Member is responsible to submit a claim for payment to DDMO on forms prescribed by DDMO. DDMO shall not be obligated to pay claims submitted after the end of the calendar year following the year in which services were rendered. If a claim is denied due to a Participating Dentist's failure to make timely submission, the Enrollee is not liable to such Participating Dentist for the amount which would have been payable by DDMO, provided that the Enrollee advised the Participating Dentist of his eligibility for Membership Benefits at the time of treatment.

3. **For Dental Services rendered by a PPO Dentist or a Premier Dentist,** DDMO will pay to such Dentist an amount equal to the applicable Maximum Plan Allowance for such Dentist, subject to the benefit maximum, coinsurance, and deductible, if any, as specified in the applicable Schedule of Benefits and Summary Plan Description. The PPO Dentist or Premier Dentist may bill the Enrollee for the deductible, coinsurance, non-covered services, and the amount exceeding the benefit maximum, if any, and the Enrollee is responsible for payment of such billed amount.

4. **For Dental Services rendered by a Non-Participating Dentist**, DDMO will determine the applicable reimbursement amount as specified in the Summary Plan Description for such Dentist or service provider, subject to the benefit maximum, coinsurance, and deductible, if any, as specified in the Schedule of Benefits. The Enrollee is responsible for payment of all charges in excess of the reimbursement amount determined by DDMO, and for making full payment to the Non-Participating Dentist if DDMO pays the applicable reimbursement to the Member. DDMO's usual practice is to pay the Member directly; however, DDMO reserves the right to pay a Non-Participating Dentist as determined necessary or appropriate by DDMO (such as a qualified medical support order).

5. In the event the Dentist submits a statement at the commencement of a period of **orthodontic services** which shows a charge for the entire treatment, Membership Benefits will be paid under this Policy, subject to the applicable Schedule of Benefits, Summary Plan Description, and eligibility requirements, and until this Policy or coverage hereunder is terminated for any reason as provided herein. Such payment will be spread out over the course of treatment. Orthodontic cases that begin prior to the Member's Membership Period are not a benefit unless specifically covered in the Schedule of Benefits and/or Summary Plan Description.

SECTION IV
PROVISION OF SERVICE BENEFITS

A. An Enrollee must advise the provider of Dental Care of the Enrollee's DDMO Membership when Dental Care is provided. If the Enrollee fails to advise the provider of Dental Care of the Enrollee's DDMO Membership and have his DDMO Membership verified at the time Dental Care is provided, DDMO will only pay for such Dental Care on the basis set forth in Section III.B.4 above in full discharge of DDMO's obligation under this Policy.

B. Before this Policy will be effective, or before Membership Benefits will be approved, the Member agrees that any Dentist, physician, or other person or institution, may provide to DDMO all information, records or copies of records regarding dental

treatment or any health condition, history, treatment or care of any covered Enrollee. DDMO may release any information regarding a Member's Dental Care, other services or care and Membership Benefits when necessary for the administration of this Policy. The Member agrees to provide to DDMO any information required to determine its obligations under this Policy. The foregoing agreements and authorizations are made by the Member on behalf of himself and Dependents.

C. As an option to the Enrollee, a treatment plan may be submitted in writing to DDMO by the attending Dentist for any of the Dental Services described herein. The Dentist will determine what treatment is needed and could submit a treatment plan to DDMO for predetermination of benefits. This estimate will allow the Enrollee to determine in advance how much of the cost of the treatment will be paid by DDMO and how much of the cost the Enrollee will be responsible for paying, until this Policy or coverage hereunder is terminated for any reason as provided herein.

SECTION V
LIMITATIONS

A. If an Enrollee transfers from one Dentist to another Dentist during treatment, or if more than one Dentist (or other service provider) renders services for one dental procedure, DDMO is not required to pay more than the amount that it would have paid if the services had been provided by only one Dentist.

B. Whenever there are optional treatment techniques carrying different fees, DDMO is liable only for the treatment with the lowest fee.

C. No benefits will be payable for services rendered after this Policy terminates.

D. A prosthetic appliance that replaces an existing appliance will not be provided more often than the time specified in the Summary Plan Description and/or Schedule of Benefits, and then only in the event that the existing appliance is not, and cannot be repaired.

Crowns, jackets, labial veneers, inlays, and onlays, and space maintainers provided under this Policy, will not be provided more often than the time period specified in the Schedule of Benefits and/or Summary Plan Description (except for Accidental Injury) and then only in the event that the existing restoration or appliance is not, and cannot be, repaired.

The applicable time period will be measured from the date on which the existing appliance, or restoration was last supplied, whether under this Policy or under any other prior dental agreement between, or involving as signatories, any of the parties to this Membership Agreement. The term "existing", as used in this paragraph, includes appliance, or restoration that was placed at the inception of the aforesaid

time period but which, for whatever reason, is no longer in the possession of the Enrollee.

E. Unless required due to Accidental Injury, charges for replacement of filling restorations are only covered once within the time period specified in the Schedule of Benefits and/or Summary Plan Description, regardless of the number or combinations of restorations placed on a surface.

F. Sealants are limited to caries-free occlusal surfaces of the first and second permanent molars, unless specified otherwise in the Schedule of Benefits and/or Summary Plan Description.

G. **Orthodontic Limitations (if applicable)**

1. If this Policy or coverage provided hereunder is terminated before completion of a DDMO approved orthodontic treatment for any reason, all Membership Benefits provided under this Policy for such approved treatment will cease with payment through the end of the month in which the effective date of such termination occurs.

2. Any charges for the replacement or repair of any orthodontic appliance furnished under the treatment plan will not be paid by DDMO or constitute a "Dental Service" under this Policy.

3. Unless stated otherwise in the Schedule of Benefits or the Summary Plan Description, Membership Benefits for orthodontic Dental Services are limited to children who are Dependents and such Membership Benefits will terminate when the Dependent child reaches the specified age limit for orthodontic Membership Benefits.

4. After the completion of orthodontic Dental Services as set forth in a DDMO approved treatment plan, no further orthodontic Membership Benefits will be provided unless the lifetime maximum has not been reached.

SECTION VI
COORDINATION OF BENEFITS AND EXCESS INSURANCE

All Membership Benefits, and payments therefor, under this Policy are subject to the following Coordination of Benefits provisions.

A. For purposes of this Section VI:

1. "plans" means all group programs providing benefits for care, including, but not limited to service plan programs, group or blanket insurance coverage,

group practice and other prepayment group programs, labor-management trusteed plans, union welfare plans, excess-type plans, government programs, including any coverage required or provided by statute, and group and individual no-fault auto programs;

2. "allowable expenses" means a necessary item of expense for care that does not exceed the Maximum Plan Allowance when expense is covered at least in part by one or more plans covering the person for whom the claim is made. Allowable expenses do not include expenses for care which is covered neither under this Policy nor under such other group program. An allowable expense to a secondary plan includes the value or amount of any deductible amount or coinsurance percentage or amount of otherwise allowable expenses which were not paid by the primary or first paying plan; and

3. "benefits" means Membership Benefits, or payments made therefor, under this Policy, and payments made for care by another plan under its group program.

B. This Section applies where there are two or more plans providing benefits to an Enrollee and the sum of all benefits which would be provided by the plans involved, absent this Section, exceed the allowable expenses incurred by an Enrollee.

C. Total benefits to be provided by all plans for care shall not exceed allowable expenses incurred by the Enrollee for that care, whether or not claim has been duly made therefor under all such plans.

D. In no event shall DDMO provide payments for benefits by application of this Section in an amount which is in excess of the amount which would be provided under this Policy without application of this Section.

E. When the other plan does not have a Coordination of Benefits provision, by whatever name called, then that plan will determine its benefits first, and DDMO will provide benefits, subject to Section VI.D., for the remaining allowable expenses incurred by the Enrollee.

F. When the other plan has a Coordination of Benefits provision, by whatever name called, then the order of determination of benefits shall be the first of the following rules applicable.

1. The benefits of a plan which covers the person on whose expense the claim is based other than as a dependent will be determined before the benefits of a plan which covers such person as a dependent.

2. When a claim is made for a person as a dependent child and that child's parents are not separated or divorced, the benefits of the plan of the parent whose birthday falls earlier in the year are determined before those of the plan of the parent whose birthday falls later in that year. If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time. If the other plan does not have the rule set forth in this paragraph and this results in a situation wherein either each plan would determine its benefits before the other or each plan would determine its benefits after the other, this paragraph shall not apply and the rule set forth in the other plan shall determine the order of benefit determination. In the case of a person for whom claim is made as a dependent child:

    a. when the parents are separated or divorced and the parent with custody of the child has not remarried, the benefits of a plan which covers the child as a dependent of the parent with custody of the child will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody;

    b. when the parents are divorced and the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody will be determined before the benefits of a plan which covers that child as a dependent of the stepparent, and the benefits of a plan which covers that child as a dependent of the parent without custody; and

    c. notwithstanding paragraphs a. and b. above, if there is a court decree which would otherwise establish financial responsibility for the expenses for care with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any other plan which covers the child as a dependent child.

3. The benefits of the plan which has covered the Enrollee, on whose expense is based, for the longer period of time will be determined before the benefits of the plan which has covered such Enrollee for the shorter period of time.

G. The plan which determines its benefits first shall not consider the benefits of the other plan in its determination of benefits. When under the preceding order of determination, the other plan determines its benefits first, DDMO will provide benefits, subject to Section VI.D., for the remaining allowable expenses incurred by an Enrollee.

H. When the other plan would determine its benefits first under Section VI.F. but for the fact it has an excess-type insurance provision, by whatever name called, which by its terms provides benefits only for allowable expenses remaining unpaid after all other plans have paid, then DDMO will provide benefits as excess coverage. When benefits are provided as excess coverage under this Policy, DDMO will provide benefits, subject to Section VI.C. and D., equally with the other plans providing excess-type benefits.

SECTION VII
SERVICES NOT INCLUDED

This Policy does not provide Membership Benefits or any payments or coverage for the charges described below:

A. services or supplies for which the Enrollee, absent this coverage, would normally incur no charge, such as care rendered by a Dentist to a member of his immediate family or the immediate family of his spouse;

B. services or supplies for which coverage is available under workers' compensation or employers' liability laws;

C. services or supplies performed for cosmetic purposes or to correct congenital malformations, except newborns with congenital dental defects;

D. services that require multiple visits, which commenced prior to the Membership Effective Date or prior to the expiration of a waiting period, if applicable (including prosthetics and orthodontic care);

E. services or supplies related to temporomandibular joint (TMJ) dysfunction (this involves the jaw hinge joint connecting the upper and lower jaws);

F. services or supplies not specifically identified as Dental Services for which coverage is provided in the Summary Plan Description or Schedule of Benefits (including hospital or prescription drug charges);

G. replacement of dentures and other dental appliances which are lost or stolen;

H. diseases contracted or injuries or conditions sustained as a result of any act of war;

I. denture adjustments for the first six months after the dentures are initially received. Separate fees may not be charged by Participating Dentists;

J. tooth preparation, temporary crowns, bases, impressions, and anesthesia or other services which are part of the complete dental procedure. These services are

considered components of, and included in the fee for the complete procedure. Separate fees may not be charged by Participating Dentists;

K. analgesia, including Nitrous Oxide, duplication of radiographs, temporary appliances or, except as otherwise expressly provided in the Summary Plan Description or Schedule of Benefits, implants and related procedures;

L. services or supplies covered under a terminal liability, extension of benefits, or similar provision, of a program being replaced by the coverage provided under this Policy;

M. services or supplies rendered by a dental or medical department maintained by or on behalf of a group, a mutual benefit association, union, trustee or similar person or group;

N. services or supplies provided or paid for by or under any governmental agency or program or law, except charges which the person is legally obligated to pay (this exclusion extends to any benefits provided under the U.S. Social Security Act, as amended);

O. services rendered beyond the scope of a Dentist's or service provider's license, or experimental or investigational services or supplies;

P. services or supplies that a Dentist determines for any reason, in his professional judgment, should not be provided;

Q. instructions in dental hygiene, dietary planning, or plaque control;

R. missed appointments or claim form completion;

S. infection control, including sterilization of supplies and equipment;

T. orthodontics, except as otherwise expressly provided in the Summary Plan Description or Schedule of Benefits;

U. complete occlusal adjustments, crowns for occlusal correction, athletic mouthguards, nightguards, bruxism appliances, and bite therapy appliances, except as otherwise expressly provided in the Summary Plan Description or Schedule of Benefits; and

V. consultations, except as otherwise expressly provided in the Summary Plan Description or Schedule of Benefits.

W. Services incurred prior to satisfying any applicable waiting period or Late Entrant Penalty;

SECTION VIII
DUES, PAYMENT AND GRACE PERIOD

A. DDMO shall have the sole right and authority to determine the dues and service charges applicable to this Policy. All such dues and service charges shall be due and payable in advance, and the initial charges must be paid on or before the Membership Effective Date under this Policy.

B. DDMO may increase or decrease dues or service charges as provided in the Enrollment Agreement with the Group Sponsor.

C. A grace period of thirty-one (31) days within which to pay dues and service charges will be allowed from the due date of each payment after the initial payment.

SECTION IX
TERMINATION

A. The Membership Agreement, and Membership Benefits and coverage under this Policy, terminate upon the earliest of the following dates:

1. the date on which the Enrollment Agreement with the Group Sponsor terminates for any reason;

2. the date designated by DDMO if the Group Sponsor violates the terms or conditions of the Membership Agreement, commits fraud or makes a material misrepresentation, or if determined necessary or appropriate by DDMO to comply with federal, state, or local law;

3. the date on which Group Sponsor fails to pay or remit, in full, the dues or service charges when due or within the grace period; or

4. the date on which Group Sponsor does not comply with DDMO's minimum contribution or participation requirements.

B. An Enrollee's Membership Benefits and coverage under this Policy terminate upon the earliest of the following dates:

1. the date on which the Enrollee ceases to be eligible (e.g., fails to meet underwriting guidelines, ceases to be in a classification of eligible persons, dies, is no longer associated with Group, a Dependent reaching the limiting age, etc.);

2. the date designated by DDMO if the Member fails to pay or remit, in full, any required contribution toward the dues or service charges when due or within the grace period, if any;

3. the date on which the Group Sponsor fails to pay or remit, in full, the dues or service charges when due or within the grace period; or

4. the date on which the Membership Agreement or Enrollment Agreement with the Group Sponsor terminates for whatever reason;

5. the date on which DDMO terminates a Member's Membership by giving at least thirty-one (31) days prior written notice to the Member for the following reasons:

   a. for fraud or a material misrepresentation in applying for this Policy or for Membership Benefits hereunder, for any breach of the Membership Agreement or in order to comply with federal, state, or local law; or

   b. for refusal to transfer to another program if the class of Membership or type of program to which this Policy belongs is discontinued.

   A termination of the Member's Membership also terminates the Membership and coverage of all Dependents of that Member.

C. Termination of coverage shall be made without prejudice to any claim originating prior to the effective date of termination.

SECTION X
MISCELLANEOUS PROVISIONS

A. DDMO shall determine the nature and extent of the benefits and services to be furnished under this Policy. DDMO has the right to amend any provision of this Policy, the Summary Plan Description or the Schedule of Benefits by giving written notice thereof to the Group Sponsor. Any such change shall become effective on dates determined by DDMO. No broker, agent or unauthorized employee of DDMO may modify or waive any provisions of the Membership Agreement.

B. Under no circumstances does DDMO agree to select or secure a Dentist or other service provider for any Enrollee.

C. DDMO contracts with Dentists to provide Dental Care to Enrollees; however, DDMO in no way guarantees treatment by a provider or that any specific care will be available.

D. DDMO is not liable for any Dentist's or service provider's act or omission or for any act or omission by any agent or employee of the Dentist or service provider. DDMO also is not liable for any act or omission of any Group Sponsor or representative of a Group. The Group Sponsor or representative is the agent of the Member for all purposes under this Policy. DDMO is not liable for any claim, injury, demand or judgment arising out of or in connection with any dental care whether or not provided under this Policy.

E. If DDMO pays for an Enrollee's Dental Care to which the Enrollee was not entitled under the Membership Agreement, the Member must promptly reimburse DDMO on demand for the amount of such payment.

F. Any notice required or permitted to be given by DDMO to the Group Sponsor or one or more Members may be mailed or personally delivered to the Group Sponsor at the address on DDMO's records. With respect to any notice to be given to one or more Members, the Group Sponsor shall receive all notices from DDMO on behalf of such Members and deliver the information to such Members. However, DDMO may, at its option, give any such notice directly to the Member. Any such notice given by DDMO directly to a Member may be mailed or personally delivered to the Member at the address on DDMO's records. When practical, DDMO will give notice at least thirty-one (31) days prior to the notice's effective date.

G. This Policy and the right of the Enrollees to receive service or payments hereunder are not assignable. This includes both before and after accrual of the Enrollee's right to receive such service or payments.

H. If there is any conflict between the provisions of this Policy and either the Summary Plan Description or the Schedule of Benefits, the provisions of this Policy will govern and control. If there is any conflict between the provisions of this Policy and the Enrollment Agreement, the provisions of the Enrollment Agreement will govern and control.

I. This Policy supersedes any and all prior DDMO Policies that may have been issued.

J. This Policy and Membership Agreement are issued for delivery in South Carolina. This Policy and Membership Agreement are issued for performance in South Carolina, to a Group Sponsor located in South Carolina. This Policy (and Membership Agreement) will be governed by the laws of South Carolina and any applicable federal laws.

K. In all matters regarding the Membership Agreement, the Group Sponsor acts as agent of the Group and Enrollees. The Group Sponsor does not act as agent of DDMO. DDMO will not be liable for any act or omission of the Group Sponsor or its

representatives, including any failure to timely remit to DDMO the required dues and service charges.

L. An Enrollee or any other claimant may not bring any action at law or in equity concerning a claim for service or payment until sixty days after written proof of claim for service or payment has been furnished in accordance with the requirements of this Policy. In no event may an Enrollee or any other claimant bring an action at law or in equity beyond five years after the relevant date of service.