DELTA DENTAL OF TENNESSEE
SCHEDULE C
ELIGIBILITY AND ENROLLMENT

A. All EMPLOYEES of GROUP meeting the eligibility requirements described on the
Group Application on the EFFECTIVE DATE will be eligible to enroll in this GROUP dental
program. Other EMPLOYEES will be eligible on the first of the month after they have worked
for the number of months shown on the Group Application.

B. DEPENDENTS will become eligible along with the EMPLOYEE or as soon after that as they
become DEPENDENTS. The following family members of the EMPLOYEE may be considered
DEPENDENTS:

a) Lawful husband or wife or other relationship as defined by GROUP on the Group
Application.

b) Children from birth to the Dependent Age Limit stated on the Declaration Page.
"Child" includes a natural child, step child, adopted child, foster child or a child for
which the SUBSCRIBER is legal guardian.

A child reaching the Dependent Age Limit may continue to be eligible. The child must
not be able to support them self because of mental incapacity or physical handicap.
Such disabling condition shall have begun before reaching the Dependent Age Limit.
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.

C. DEPENDENTS in military service are not eligible.

D. A Qualified Life Status Change will be defined by current Federal law.

E. Any EMPLOYEE who does not elect coverage, before entering the Group, must satisfy all
eligibility requirements to enter the GROUP. Such EMPLOYEE may only enter the GROUP
during an OPEN ENROLLMENT PERIOD except in the event of a related Qualified Life
Status Change.

F. Any MEMBER who drops coverage may only re-enter the GROUP during the first OPEN
ENROLMENT PERIOD after having been out of the plan for 12 consecutive months except
in the event of a related Qualified Life Status Change.

G. For coverage to be in effect, DDTN must have received the enrollment information and
the payment of that month's PREMIUM. The monthly PREMIUM for a MEMBER must
have been paid for coverage to be in effect for that month. A MEMBER with an
EFFECTIVE DATE on or between the 1st and 15th of the month will be billed for that
month. A MEMBER with an EFFECTIVE DATE on or between the 16th and the last day of
the month will not be billed for that month.
H. **GROUP** will be responsible for enrolling all **MEMBERS**. Enrollment information must be furnished to **DDTN** in a timely manner. Retroactive additions and terminations will be allowed only at the discretion of **DDTN**. Enrollment must be reported using one of **DDTN**'s standard formats. If special programming is needed to accommodate **GROUP**'s eligibility format, the cost may be billed to the **GROUP**.

I. By the **EFFECTIVE DATE** of the program, **GROUP** will furnish eligibility information for all **EMPLOYEES**. This information shall include the **EMPLOYEE**’s name, social security number, date of birth, date of hire, **DEPENDENT** coverage information and location code. **GROUP** may submit this information by electronic media, **DDTN** e-commerce tools or by completing enrollment forms provided by or approved by **DDTN**. **GROUP** will report **EMPLOYEES** hired after the **EFFECTIVE DATE** and **COBRA- MEMBERS** as described above.

J. Unless eligibility is reported by electronic media or **DDTN** has agreed to allow the **GROUP** to self-bill, **DDTN** will make available to **GROUP** each month a listing or electronic file of **EMPLOYEES** as reported to **DDTN**. **GROUP** will confirm continued eligibility of **EMPLOYEES**.

K. **DEPENDENTS** may be enrolled under the following rules:

   a) **DEPENDENTS** must enroll at the time the **SUBSCRIBER** becomes eligible, or as soon after that as they become **DEPENDENTS**. Otherwise **DEPENDENTS** may only enroll during an **OPEN ENROLLMENT PERIOD**.

   b) After enrollment, **DEPENDENT** coverage shall continue while the **SUBSCRIBER** has coverage. **DEPENDENT** coverage shall cease if they no longer meet the definition of **DEPENDENT** or the **SUBSCRIBER** chooses to drop **DEPENDENT** coverage. If **DEPENDENT** coverage is dropped, **DEPENDENT** may re-enter the **GROUP** during the first **OPEN ENROLLMENT PERIOD** after having been out of the plan for 12 consecutive months.

L. The **GROUP** will be allowed to continue **BENEFITS** during a **MEMBER**'s unpaid leave of absence as determined by the policy of the **GROUP**. If it is the policy of the **GROUP** not to continue **BENEFITS** for an unpaid leave of absence, the **MEMBER** will not have coverage during this leave. Coverage will resume on the first day of the month after the **EMPLOYEE** returns to work. **MEMBERS** may continue coverage under 29 USC § 1161 et seq. or an applicable state continuation of coverage provision when the **EMPLOYEE** is on strike or layoff.

M. If it is the policy or legal responsibility of the **GROUP** to continue coverage during a leave of absence, the **GROUP** will be responsible for the timely payment of all **PREMIUMS** due to **DDTN** for the **EMPLOYEE** on leave of absence. The **GROUP** must continue to consider the person a permanent **EMPLOYEE** and all other **GROUP** benefits, including dental, must be continued.

N. An **EMPLOYEE** loses coverage when employment benefits are terminated by the **GROUP** at the end of employment or at the end of the **CONTRACT**. **DEPENDENTS** lose coverage along with the **EMPLOYEE**, or earlier if they lose their **DEPENDENT** status. **SUBSCRIBERS** lose coverage at the end of the month. The termination effective date will be the end of the month for which **PREMIUM** has been paid.

O. Possession of an *I.D.* card does not guarantee a **MEMBER** is eligible for **BENEFITS**. Eligibility is based upon information reported to **DDTN** by the **GROUP**. Eligibility may be confirmed by calling **DDTN**'s Customer Service Representatives or utilizing other **DDTN** e-
commerce tools..

P. DDTN will not continue to pay BENEFITS for any MEMBERS when they lose eligibility. As provided by 29 USC § 1161 et seq. or an applicable state continuation of coverage provision, coverage may continue for up to 18 months where the EMPLOYEE’S coverage ends as a result of a reduction in work hours or termination of employment. Coverage may not continue if the termination is as a result of gross misconduct.

Under 29 USC § 1161 et seq. or an applicable state continuation of coverage provision, DEPENDENTS may continue coverage under this CONTRACT for up to 36 months. To continue coverage, the DEPENDENT must be a:

1. surviving spouse or child of a deceased EMPLOYEE,
2. separated or divorced spouse,
3. DEPENDENT ineligible for Medicare who reaches the limiting age or otherwise ceases to meet the definition of DEPENDENT.

In any case, coverage shall end if the MEMBER fails to pay the required PREMIUM, becomes eligible for Medicare, obtains other group coverage or the GROUP cancels group dental coverage.

MEMBERS must choose whether or not to continue their coverage. MEMBERS have 60 days to make such an election. The 60-day period shall start at the earlier of the date the MEMBER’S coverage would otherwise end or the date the MEMBER receives notice of his rights.

EMPLOYEE is responsible for notifying the GROUP within 60 days of any change(s) in eligibility. EMPLOYEE should tell GROUP of changes in DEPENDENT status, divorce, or eligibility for Medicare.

Q. As plan administrator, it will be the GROUP’S responsibility to tell EMPLOYEES and DEPENDENTS of their rights under this CONTRACT.

R. GROUP will let DDTN inspect GROUP’S records to verify that the listing of EMPLOYEES is correct and to confirm compliance with ARTICLE 2. DDTN will give GROUP reasonable written notice before the date of the inspection.