

State: Arkansas **Filing Company:** Arkansas Blue Cross and Blue Shield
TOI/Sub-TOI: H10G Group Health - Dental/H10G.000 Health - Dental
Product Name: Dental Amendment for Tyson
Project Name/Number: Amendment/23-2683 1/13

Filing at a Glance

Company: Arkansas Blue Cross and Blue Shield
Product Name: Dental Amendment for Tyson
State: Arkansas
TOI: H10G Group Health - Dental
Sub-TOI: H10G.000 Health - Dental
Filing Type: Form
Date Submitted: 11/29/2012
SERFF Tr Num: ARBB-128788057
SERFF Status: Closed-Approved
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 23-2683 1/13

Implementation: 01/01/2013
Date Requested:
Author(s): Christi Kittler, Yvonne McNaughton, Frank Sewall, Rita Thatcher, Evelyn Laney
Reviewer(s): Donna Lambert (primary), Rosalind Minor
Disposition Date: 01/16/2013
Disposition Status: Approved
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Arkansas Blue Cross and Blue Shield
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General Information

Project Name: Amendment	Status of Filing in Domicile: Pending
Project Number: 23-2683 1/13	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: Arkansas is state of domicile.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Group Market Type: Employer	Overall Rate Impact:
Filing Status Changed: 01/16/2013	Deemer Date:
State Status Changed: 01/16/2013	Submitted By: Evelyn Laney
Created By: Evelyn Laney	
Corresponding Filing Tracking Number:	

Filing Description:

Attached please find form 23-2683 1/13 for your review and approval if indicated. This amendment amends the eligibility provision for Tyson's continuation plan. It will be used only for the Tyson group. Also attached is a Flesch Reading Ease score certification signed by an officer of the company as required by Arkansas Code Annotated §23-80-206(d). I certify that the submission meets the provisions of Arkansas Insurance Department Rule & Regulation 19. I further certify that the Life and Health Guaranty Association Notices required by Arkansas Insurance Department Rule & Regulation 49 and the consumer information notice required by Arkansas Code Annotated §23-79-138 are incorporated in the group benefit certificate to which this amendment is attached. Please feel free to contact me at 378-2165 with any questions you may have.

Company and Contact

Filing Contact Information

Evelyn Laney, Senior Compliance Analyst	exlaney@arkbluecross.com
320 West Capitol, Ste 211	501-378-2165 [Phone]
Little Rock, AR 72201	501-378-2975 [FAX]

Filing Company Information

Arkansas Blue Cross and Blue Shield	CoCode: 83470	State of Domicile: Arkansas
601 S. Gaines Street	Group Code:	Company Type:
Little Rock, AR 72201	Group Name:	State ID Number: N/A
(501) 378-2967 ext. [Phone]	FEIN Number: 71-0226428	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00
Per Company:	No

State: Arkansas **Filing Company:** Arkansas Blue Cross and Blue Shield
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Company	Amount	Date Processed	Transaction #
Arkansas Blue Cross and Blue Shield	\$50.00	11/29/2012	65280024

SERFF Tracking #:

ARBB-128788057

State Tracking #:**Company Tracking #:**

23-2683 1/13

State:

Arkansas

Filing Company:

Arkansas Blue Cross and Blue Shield

TOI/Sub-TOI:

H10G Group Health - Dental/H10G.000 Health - Dental

Product Name:

Dental Amendment for Tyson

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Amendment/23-2683 1/13

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	01/16/2013	01/16/2013
Approved-Closed	Rosalind Minor	11/29/2012	11/29/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Amendment	Evelyn Laney	01/15/2013	01/15/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Post-Submission Update	Note To Filer	Donna Lambert	01/15/2013	01/15/2013
23-2683 1/13	Note To Reviewer	Evelyn Laney	01/15/2013	01/15/2013
Filing is Reopened as Requested	Note To Filer	Donna Lambert	01/15/2013	01/15/2013

SERFF Tracking #:

ARBB-128788057

State Tracking #:

Company Tracking #:

23-2683 1/13

State:

Arkansas

Filing Company:

Arkansas Blue Cross and Blue Shield

TOI/Sub-TOI:

H10G Group Health - Dental/H10G.000 Health - Dental

Product Name:

Dental Amendment for Tyson

Project Name/Number:

Amendment/23-2683 1/13

Disposition

Disposition Date: 01/16/2013

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Form (revised)	Amendment	Approved	Yes
Form	Amendment	Replaced	Yes

SERFF Tracking #:

ARBB-128788057

State Tracking #:

Company Tracking #:

23-2683 1/13

State:

Arkansas

Filing Company:

Arkansas Blue Cross and Blue Shield

TOI/Sub-TOI:

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Project Name/Number:

Amendment/23-2683 1/13

Disposition

Disposition Date: 11/29/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
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Form (revised)	Amendment	Approved	Yes
Form	Amendment	Replaced	Yes

State: Arkansas
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Filing Company: Arkansas Blue Cross and Blue Shield

Amendment Letter

Submitted Date: 01/15/2013

Comments:

Let's try this one.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Amendment	23-2683 1/13	CERA	Initial		40.500	23-2683 1-13 (Tyson).pdf	Date Submitted: 01/15/2013 By:
<i>Previous Version</i>								
1	<i>Amendment</i>	<i>23-2683 1/13</i>	<i>CERA</i>	<i>Initial</i>		<i>40.500</i>	<i>23-2683 1-1-13(Tyson) Dental.pdf</i>	<i>Date Submitted: 11/29/2012 By: Evelyn Laney</i>

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: Arkansas **Filing Company:** Arkansas Blue Cross and Blue Shield
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Product Name: Dental Amendment for Tyson
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Note To Filer

Created By:

Donna Lambert on 01/15/2013 12:41 PM

Last Edited By:

Donna Lambert

Submitted On:

01/15/2013 12:41 PM

Subject:

Post-Submission Update

Comments:

Evelyn - I will be away from my desk for about an hour. You will probably need to use a post-submission update to attach your revised form. It was not attached as indicated in your last Note to Reviewer.

if you need to email me: donna.lambert@arkansas.gov

State: Arkansas **Filing Company:** Arkansas Blue Cross and Blue Shield
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Note To Reviewer

Created By:

Evelyn Laney on 01/15/2013 10:12 AM

Last Edited By:

Evelyn Laney

Submitted On:

01/15/2013 10:12 AM

Subject:

23-2683 1/13

Comments:

Attached please find an updated amendment with additional information requested by Tyson. This amendment has not been utilized to date so we are requesting that it be re-opened and reviewed with the additional changes made.

Thanks so much!

If you have any questions or need additional information, please feel free to contact me.

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Note To Filer

Created By:

Donna Lambert on 01/15/2013 09:42 AM

Last Edited By:

Donna Lambert

Submitted On:

01/15/2013 09:42 AM

Subject:

Filing is Reopened as Requested

Comments:

I look forward to receiving your revisions.

State: Arkansas
TOI/Sub-TOI: H10G Group Health - Dental/H10G.000 Health - Dental
Product Name: Dental Amendment for Tyson
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Filing Company: Arkansas Blue Cross and Blue Shield

Form Schedule

Lead Form Number: 23-2683 1/13

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved 01/16/2013	Amendment	23-2683 1/13	CERA	Initial		40.500	23-2683 1-13 (Tyson).pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



AMENDMENT NO. 2683

DEFINITIONS, "Dependent" is hereby amended to read as follows.

Dependent means only the following persons who are not otherwise eligible:

1. Spouse;
2. Child less than 26 years of age, and
3. unmarried Child who is incapable of self support because of mental retardation or physical disability, provided 1.) such Child is or was under the limiting age of dependency stated in Subsection 2. above at the time of application for coverage in the Plan or 2.) if not under such limiting age, has had continuous health plan coverage, i.e. no break in coverage greater than 63 days, at the time of application for coverage in the Plan.

Note: Domestic partners are not eligible for coverage as Dependents under this Benefit Certificate.

DEFINITIONS, "Full-Time Employment" is hereby deleted in its entirety. All remaining provisions are hereby re-alphabetized to correlate with the change.

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE, Provisions A and B are hereby amended to read as follows.

- A. Personal Insurance
 1. Eligibility Date
 - a. Employees are eligible for insurance after completion of the required Waiting Period, provided they are in a class of employees who are included in the Plan.
 - b. An employee shall become eligible for insurance on the latest of the following dates:
 - (1) the effective date of this policy;
 - (2) the end of the specified Waiting Period;
 - (3) the date this policy is changed to include the employee's class;
or
 - (4) the date the employee becomes a member of a class eligible for insurance.
 2. Effective Date of Personal Insurance
The employee's insurance shall be effective at 12:01 a.m. on the Eligibility Date.
 3. Termination of Personal Insurance
 - a. Personal Insurance shall terminate at 12:00 midnight on the earliest of the following dates:
 - (1) the last day of the period for which a premium payment is made;
 - (2) the date the employee becomes a member of the armed forces;
 - (3) the date this policy terminates or is amended to terminate insurance provided by a particular provision; or
 - (4) the date the employee ceases to be a member of a class eligible for insurance.
 - b. Termination of the Group Policy, Impact on Employees. The coverage of all employees shall terminate if the Group Policy is terminated.
- B. Dependent Insurance
 1. Dependent Eligibility

- a. Dependents are eligible for insurance on the latest of the following dates:
 - (1) the date the employee becomes eligible for Dependent Insurance;
 - (2) the date a person becomes a Dependent; or
 - (3) the date this policy is amended to include the employee's class as being eligible for Dependent Insurance.
 - b. The employee's Spouse or Child shall not be eligible for Dependent Insurance if they:
 - (1) have Personal Insurance under this policy; or
 - (2) are in active military service.
2. Effective Date of Dependent Insurance
- a. Dependents shall not be insured until the employee is insured.
 - b. The Dependent Insurance shall be effective at 12:01 a.m.:
 - (1) on the Dependent's Eligibility Date.
 - (2) If the Dependent is a newborn Child and the Employee makes application within ninety (90) days of birth, coverage will be effective as of the date of the Child's birth. Dependent Insurance premiums shall be payable from the first day of the billing cycle in which the Child is born; or
 - (3) If the Dependent is an adopted Child and the application is sixty (60) days of the Child being placed with the employee for adoption, coverage will be effective as of the date of the petition or Placement for adoption. Coverage will begin on the adopted Child's date of birth if the petition for adoption or Placement for adoption and the application for coverage occurred within sixty (60) days of the Child's birth. Dependent Insurance premiums shall be payable from the first day of the billing cycle in which the adopted Child is covered under this policy.
 - d. Medical Support Orders: Dependent Insurance shall be extended, on the same basis as to other children, to a Child for whom the employee must provide medical support under a qualified medical support order regardless of whether the Child resides with the employee or is claimed by the employee as an exemption for federal income tax purposes. If the employee fails to apply to obtain coverage for a Child, the Company shall enroll the Child on the first day of the month following the Company's receipt of a written application of a custodial parent of the Child, a child support agency having a duty to collect or enforce support for the Child, or the Child, provided however that the premium is received when due. In the event a court has ordered an employee of the Group who is not covered by the Plan to provide coverage for a Child, the employee will be enrolled with the Child on the first day of the month following the Company's receipt of a written application from the Employer, a custodial parent of the Child, a child support agency having a duty to collect or enforce support for the Child, or the Child, provided, however, that the premium is received when due.
3. Termination of Dependent Insurance.
- a. Insurance on a Dependent shall terminate at 12:00 midnight on the earliest of the following dates:
 - (1) The last day of the period for which a premium payment is made in which he ceases to be a Dependent as defined in the Definition section;
 - (2) The date the employee ceases to be a member of a class eligible for Dependent's insurance;
 - (3) The date the employee's insurance under this policy terminates;
 - (4) The last day of the period for which a required Dependent's premium payment is made; or

- (5) The date this policy terminates.
 - b. Termination of the Group Policy, Impact on Dependents. The coverage of all Dependents shall terminate if the Group Policy is terminated.
- 4. Continuation of Insurance for a Handicapped Dependent Child. In order for Dependent coverage to be provided due to mental retardation or physical disability, proof of the Child's dependency and retardation or disability must be furnished to the Company prior to the Child's attainment of the applicable limiting age. Such proof must at least demonstrate that the Child is unable to obtain or continue a job or position in the course of commerce and that his or her parent(s) are providing 50% or more of his financial support (i.e. are declaring the Child as a dependent on their federal income tax return.) Subsequent evaluation for continued retardation or physical disability and dependency may be required by the Company, but not more frequently than once per year. An Employee who first becomes eligible under the Plan may enroll a retarded or disabled Dependent Child provided the retardation or disability commenced before the limiting age, and the Child has been continuously covered under a health benefit plan as a Dependent of the Employee since before attaining the limiting age. The Company's determination of eligibility shall be conclusive.

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE, Provision D is hereby deleted in its entirety.

COVERED SERVICES, Provision A. "Payment for Covered Services" is hereby amended to read as follows.

Payment for Covered Services. Subject to all terms, conditions, exclusions and limitations of the Plan, payment for dental Covered Services will be made in accordance with this Certificate and the Schedule of Benefits. Each calendar year, before the Plan makes a benefit payment, a Covered Person must pay the cost of a Covered Service equal to the Deductible specified in the Schedule of Benefits. Once the Deductible is satisfied, a Covered Person is responsible for Coinsurance, which is a percentage of the Charge paid by the Company. All payments for Covered Services are subject to a Calendar Year Maximum stated in the Schedule of Benefits. Once the Calendar Year Maximum has been met, the Company has no further liability for the remainder of the calendar year. All remaining charges for the balance of the calendar year will be the sole responsibility of the Covered Person.

COVERED SERVICES, Provision C. "Non-Participating Dentists" is hereby amended to read as follows.

Non-Participating Dentists. If Covered Services are performed by a Non-Participating Dentist, the Company will pay contract benefits directly to the Covered Person. Any difference between the Non-Participating Dentist's billed charge and the contract benefits paid by the Company shall be the responsibility of the Covered Person.

COVERED SERVICES, Provision M. "Calendar Year Maximum Rollover Benefit" is hereby deleted in its entirety.

OTHER PROVISIONS, Provision D. is hereby amended to read as follows.

Upon cancellation of the Group Contract under which this Certificate was issued or upon failure to remit premiums on your behalf by your Employer, all benefits, except Charges incurred prior to such events, shall cease.

This Amendment becomes a part of the Arkansas Blue Cross and Blue Shield Dental Group Benefit Certificate. All other provisions remain in full force and effect.

P. Mark White

P. Mark White, President and Chief Executive Officer

ARKANSAS BLUE CROSS AND BLUE SHIELD
601 S. Gaines Street
Little Rock, Arkansas 72201

SERFF Tracking #:

ARBB-128788057

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23-2683 1/13

State:

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Arkansas Blue Cross and Blue Shield

TOI/Sub-TOI:

H10G Group Health - Dental/H10G.000 Health - Dental

Product Name:

Dental Amendment for Tyson

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Amendment/23-2683 1/13

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved	01/16/2013
Comments:	Please see attached.		
Attachment(s):			
Flesch Certification Form 23-2683 1-13.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved	01/16/2013
Bypass Reason:	Not required.		



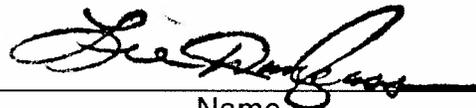
Arkansas BlueCross BlueShield

An Independent Licensee of the Blue Cross and Blue Shield Association

**RE: Arkansas Blue Cross and Blue Shield
Amendment No. 23-2683 1/13**

FLESCH READING EASE CERTIFICATION

This is to certify that the above referenced document has achieved a Flesch Reading Ease Score average of 40.5 and complies with the requirements of A.C.A. §23-80-201 *et. seq.*, cited as the Life and Disability Insurance Policy Language Simplification Act.



Name

Vice President

Title

November 28, 2012

Date

SERFF Tracking #:

ARBB-128788057

State Tracking #:**Company Tracking #:**

23-2683 1/13

State:

Arkansas

Filing Company:

Arkansas Blue Cross and Blue Shield

TOI/Sub-TOI:

H10G Group Health - Dental/H10G.000 Health - Dental

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Amendment/23-2683 1/13

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/29/2012	Replaced 01/16/2013	Form	Amendment	01/15/2013	23-2683 1-1-13(Tyson) Dental.pdf (Superseded)



AMENDMENT NO. 2683

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE, Provisions A and B are hereby amended to read as follows.

- A. Personal Insurance
1. Eligibility Date
 - a. Employees are eligible for insurance after completion of the required Waiting Period, provided they are in a class of employees who are included in the Plan.
 - b. An employee shall become eligible for insurance on the latest of the following dates:
 - (1) the effective date of this policy;
 - (2) the end of the specified Waiting Period;
 - (3) the date this policy is changed to include the employee's class; or
 - (4) the date the employee becomes a member of a class eligible for insurance.
 2. Effective Date of Personal Insurance

The employee's insurance shall be effective at 12:01 a.m.:

 - a. if the employee makes application within thirty (30) days after the date he first became eligible, on the Eligibility Date; or
 - b. if the employee does not apply for insurance within thirty (30) days after the date he first became eligible, the first day following the date the employee's application is accepted by Tyson and provided to the Company.
 3. Termination of Personal Insurance
 - a. Personal Insurance shall terminate at 12:00 midnight on the earliest of the following dates:
 - (1) the last day of the period for which a premium payment is made;
 - (2) the date the employee becomes a member of the armed forces;
 - (3) the date this policy terminates or is amended to terminate insurance provided by a particular provision; or
 - (4) the date the employee ceases to be a member of a class eligible for insurance.
 - b. Termination of the Group Policy, Impact on Employees. The coverage of all employees shall terminate if the Group Policy is terminated.
- B. Dependent Insurance
1. Dependent Eligibility
 - a. Dependents are eligible for insurance on the latest of the following dates:
 - (1) the date the employee becomes eligible for Dependent Insurance;
 - (2) the date a person becomes a Dependent; or
 - (3) the date this policy is amended to include the employee's class as being eligible for Dependent Insurance.
 - b. The employee's Spouse or Child shall not be eligible for Dependent Insurance if they:

- (1) have Personal Insurance under this policy; or
 - (2) are in active military service.
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- a. Dependents shall not be insured until the employee is insured.
 - b. The Dependent Insurance shall be effective at 12:01 a.m.:
 - (1) If the employee makes application within thirty (30) days after the date the Dependent first became eligible, on the Dependent's Eligibility Date.
 - (2) If the Dependent is a newborn Child and the Employee makes application within ninety (90) days of birth, coverage will be effective as of the date of the Child's birth. Dependent Insurance premiums shall be payable from the first day of the billing cycle in which the Child is born; or
 - (3) If the Dependent is an adopted Child and the application is sixty (60) days of the Child being placed with the employee for adoption, coverage will be effective as of the date of the petition or Placement for adoption. Coverage will begin on the adopted Child's date of birth if the petition for adoption or Placement for adoption and the application for coverage occurred within sixty (60) days of the Child's birth. Dependent Insurance premiums shall be payable from the first day of the billing cycle in which the adopted Child is covered under this policy.
 - d. Medical Support Orders: Dependent Insurance shall be extended, on the same basis as to other children, to a Child for whom the employee must provide medical support under a qualified medical support order regardless of whether the Child resides with the employee or is claimed by the employee as an exemption for federal income tax purposes. If the employee fails to apply to obtain coverage for a Child, the Company shall enroll the Child on the first day of the month following the Company's receipt of a written application of a custodial parent of the Child, a child support agency having a duty to collect or enforce support for the Child, or the Child, provided however that the premium is received when due. In the event a court has ordered an employee of the Group who is not covered by the Plan to provide coverage for a Child, the employee will be enrolled with the Child on the first day of the month following the Company's receipt of a written application from the Employer, a custodial parent of the Child, a child support agency having a duty to collect or enforce support for the Child, or the Child, provided, however, that the premium is received when due.
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 - (3) The date the employee's insurance under this policy terminates;
 - (4) The last day of the period for which a required Dependent's premium payment is made, if the next payment is not made; or
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 - b. Termination of the Group Policy, Impact on Dependents. The coverage of all Dependents shall terminate if the Group Policy is terminated.
4. Continuation of Insurance for a Handicapped Dependent Child. In order for Dependent coverage to be provided due to mental retardation or physical

disability, proof of the Child's dependency and retardation or disability must be furnished to the Company prior to the Child's attainment of the applicable limiting age. Such proof must at least demonstrate that the Child is unable to obtain or continue a job or position in the course of commerce and that his or her parent(s) are providing 50% or more of his financial support (i.e. are declaring the Child as a dependent on their federal income tax return.) Subsequent evaluation for continued retardation or physical disability and dependency may be required by the Company, but not more frequently than once per year. An Employee who first becomes eligible under the Plan may enroll a retarded or disabled Dependent Child provided the retardation or disability commenced before the limiting age, and the Child has been continuously covered under a health benefit plan as a Dependent of the Employee since before attaining the limiting age. The Company's determination of eligibility shall be conclusive.

This Amendment becomes a part of the Arkansas Blue Cross and Blue Shield Dental Group Benefit Certificate. All other provisions remain in full force and effect.



P. Mark White, President and Chief Executive Officer

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