GROUP HEALTH INCORPORATED

(hereinafter called "GHI")

330 WEST 42nd STREET • NEW YORK, N.Y. 10036

FACE PAGE OF GROUP CONTRACT

When the Group Contract of which this Face Page is a part is accepted by the organization named below, the organization will become the Policyholder under it and as such subject to the duty to carry out any obligations of the Policyholder thereunder. Payment of premiums constitutes acceptance of the Group Contract.

Name and Address of Policyholder	Group No.
	Category of Coverage

CONTRACT INFORMATION

☒ Experience-Rated	☐ Self-Administered
☐ Not Experience-Rated	☒ Not Self-Administered

Contract	Description	Effective Date of this Contract
D-393	Spectrum Group Dental Contract	1/1/83
Rider Form No.	**Description**	**Effective Date of the Rider**
PLD-1020	Rider to Spectrum Plus Contract	1/1/83
Rider Form No.	Description	Effective Date of the Rider
PS 801F	Subscriber Booklet	1/1/83

COVERAGE INFORMATION

Only those Types of Service checked below as described in the Contract are included as a part of this Contract.

☒ Module I — Preventive and Diagnostic Services

☒ Module II — Limited Basic Services:
Percentage Applicable to Limited Basic Services 100 %

☒ Module III — Full Basic Services:
Percentage Applicable to Full Basic Services 100 %

☒ Module IV — Prosthetic Services:
Percentage Applicable to Prosthetic Services 100 %

☒ Module V — Orthodontic Services:
Percentage Applicable to Orthodontic Services 100 %

☐ Annual Maximum Limit $ 1,200.00

ANNUAL DEDUCTIBLE

25 With No Related Family Member

With No Related Family Members

75 With Two or More Related Family Members

PREMIUM INFORMATION

RATES DURING FIRST PERIOD OF INSURANCE:	MANNER OF PAYMENT	DURATION OF FIRST PERIOD OF INSURANCE
Individual Coverage $ By Separate		☐ One Year ☐ Three Years
2-Person Coverage $ Letter	☐ Quarterly	
Family Coverage $ Agreement	☐ Monthly	☐ Two Years ☐ ____ Mos.

Age Limitation for Dependent Children to 25. ☒ End of Month Following Birthdate ☐ End of Calendar Year Following Birthdate ☒ Increase above 19 for student only

LEVEL OF BENEFITS	ELIGIBILITY REQUIREMENTS AND OTHER INFORMATION
Spectrum Plus	Eligibility to be separate agreement Predetermination for amounts greater than $200.

GROUP HEALTH INCORPORATED

(hereinafter called "GHI")

326 West 42nd Street / New York, N.Y. 10036

GROUP CONTRACT

SPECTRUM 2000

TYPE N

In consideration of the payment to GHI by the Policyholder of the premiums called for hereby, GHI agrees to provide the benefits described herein to each Member, commencing on the Effective Date of this Contract (see Face Page hereof) and for the duration of the first Period of Insurance and thereafter, unless this Contract is terminated as provided herein.

This Contract is issued and accepted subject to the additional terms and conditions set forth by GHI on the subsequent pages hereof which form a part of this Contract as fully as if recited over the signatures hereto affixed.

GROUP HEALTH INCORPORATED

By . . . [redacted] . . . . .
President

ARTICLE ONE: DEFINITIONS

1. **"Contract"** means this document and any riders denominated on the Face Page.

2. **"Policyholder"** means the party named on the Face Page as the Policyholder who has entered into this Contract with GHI.

3. **"Face Page"** means the attachment to this Contract which stipulates the Types of Service covered hereunder, premium information and eligibility requirements for persons covered hereunder.

4. **"Subscriber"** means each person who is insured pursuant to the eligibilty requirements set forth on the Face Page, excluding his or her eligible dependents.

5. **"Member"** means each Subscriber and his or her eligible dependents designated on the Subscriber's application provided that such designation is unrevoked and the eligible dependents so designated are either

   (a) a Subscriber's spouse;

   (b) an unmarried child of a Subscriber, subject to the age limitations shown on the Face Page; or

   (c) an unmarried child of a Subscriber over 19 years of age, if such child is currently incapable of self-sustaining employment by reason of mental or physical disability and became so incapable prior to attaining the age of 19.

6. **"Doctor"** means a duly licensed dentist or physician who furnishes dental care covered hereunder.

7. **"Provider"** means any privately operated facility permitted to perform services covered hereunder.

8. **"Participant"** means any Doctor or Provider who has an agreement with GHI to accept under certain conditions and subject to the limitations contained in Article Three, GHI's payments as full payment for services rendered or appliances furnished.

9. **"Schedule of Allowances"** means the schedule attached hereto listing the allowance or the method of determining such allowance for procedures and other services which may be covered by this Contract.

GHI may in its discretion periodically review the Schedule of Allowances and may amend or modify the Schedule of Allowances upon due notice.

10. **"Period of Insurance"** means the period for which this Contract is initially written and each subsequent period for which it is renewed. The duration of a Period of Insurance shall not be changed solely by an increase or decrease in premiums or by a change in coverage effective on dates other than the beginning of a Period of Insurance.

11. **"Predetermination"** means the submission to GHI of a Treatment Plan prior to performing the proposed service(s), and approval by GHI of the Treatment Plan, and the benefits which would be payable pursuant to it.

12. **"Treatment Plan"** means a proposed detailed statement by the Doctor of services to be rendered (and fees to be charged) to treat any dental disease or correct any dental defect and/or to maintain the oral cavity in its proper form and function.

ARTICLE TWO: TYPES OF SERVICE, LIMITATIONS AND EXCLUSIONS

1. **General**

The Types of Service (as hereinafter defined) are subject to the following provisions:

(a) **Coverage**

This Contract covers **only those Types of Service checked on the Face Page**, when rendered by a Doctor or Provider within the scope of any applicable license, to or for a Member, subject to the limitations and exclusions hereinafter described.

(b) **Allowances**

Maximum allowances by GHI are specified in the Schedule of Allowances or determined as provided therein, or as specified on the Face Page attached hereto.

Accepted procedures not specifically listed in the Schedule of Allowances that are not otherwise excluded are covered and payments will be made consistent with comparable listed procedures.

GHI may, in its sole discretion, make payments in excess of the maximum payments set forth in the Schedule of Allowances in cases requiring the use of extraordinary skill or the expenditure of an unusual amount of time on the part of the Doctor.

(c) Standards

GHI does not cover services which do not conform to generally accepted standards of dental practice nor services in excess of those normally required for the treatment of the condition.

(d) Transfer of Case

At no time shall GHI's liability be increased by the transfer of a case from one Doctor to another during the course of treatment.

2. Types of Service

Module I—Preventive and Diagnostic Services:

(a) **"Examinations"** consist of routine or emergency examinations of the oral cavity and adjacent tissues and the charting of the teeth. GHI covers two examinations for each Member during each calendar year.

(b) **"Prophylaxes"** consist of the scaling, cleaning and polishing of teeth. GHI covers only two Prophylaxes for each Member during any one calendar year. However, GHI does not cover a Prophylaxis if a treatment for Periodontics is rendered on the same day.

(c) **"X-Ray Services"** consist of the taking of any x-ray films of the teeth, mouth or jaw, in connection with an Examination described above. GHI covers only the following X-Ray Services for each Member:

(i) the taking of four bitewing x-rays in each calendar year; and

(ii) the taking of one set of 14 standard (periapical) x-ray films, two intra-oral x-ray films, occlusal view, for edentulous jaws (jaws without teeth), or one panoramic (panarex), during each three-year period that the Member is insured by GHI.

(d) **"Fluoride Treatment"** consists of the application of stannous fluoride and/or acidulate phosphate to the teeth. GHI will cover only one application of fluoride for each Dependent who is an unmarried child of a Subscriber, subject to the age limitation shown on the Face Page, during each calendar year. GHI does not cover this service unless it is rendered to a Member who is an unmarried child of a Subscriber, subject to the age limitations shown on the Face Page.

(e) **"Space Maintainers"** consist of the supplying and inserting of appliances, as well as the necessary treatment and preparation for maintaining space between teeth. GHI does not cover Space Maintainers unless the treatment and service are rendered to a Member who is an unmarried child of a Subscriber, subject to the age limitation shown on the Face Page.

(f) **"Tests and Laboratory Examinations"** consist of biopsy and examination of oral tissue.

(g) **"Palliative Services"** consist of services for the relief of pain rendered during emergency visits by the patient to the Doctor's office including the adjustment of a prosthetic appliance installed more than one year earlier. GHI covers only one visit for Palliative Services for each Member during each calendar year.

(h) **"Mouth Guards"** consist of protective appliances supplied to a Member who is an unmarried child of a Subscriber, subject to the age limitation shown on the Face Page, who is engaged in athletic activity.

Module II—Limited Basic Services

(a) **"Extractions"** consist of the routine removal of a tooth or teeth including all pre- and post-operative x-rays, post-operative care, and local anesthesia.

(b) **"Restorations"** (Fillings, Inlays, Crowns) consist of the insertion of material in a prepared cavity of a tooth in order to restore the tooth to its proper form and function. Crowns and gold fillings will be covered only if the tooth cannot otherwise be restored. If the Contract does not cover Prosthetic Services, GHI will pay towards the cost of a crown or inlay only the highest allowance payable for a filling as listed in the Schedule of Allowances. The maximum payments by GHI for fillings include bases wherever necessary, but GHI does not cover temporary fillings. No crown allowance will be paid toward an abutment tooth for a fixed bridge whether or not it is broken down if prosthetics are not covered. GHI will not pay for a replacement of a filling (same surface or surfaces) or of a crown for a period of two years by the same Doctor except if the tooth is subject to trauma from forces outside the mouth.

(c) **"Repair of Appliances"** consists of the repair of dentures and orthodondic appliances and the replacement of broken teeth or clasps within a denture or bridge. GHI covers such repairs up to a maximum of $75 in any calendar year for any one Member. Adding teeth to a partial denture to replace a recently extracted tooth and adding a new clasp to a partial on a natural tooth that did not previously have a clasp will be covered only if prosthetic services are covered.

(d) **"Consultations"** consist of a consultation with a qualified specialist including any related diagnostic services rendered by him, and the related examination and report, in connection with care of a Member. GHI covers a Consultation only if:

(i) there is no other service rendered by the Specialist to the Member on the date of the Consultation or during the 3 months following the Consultation;

(ii) referral is by a general Doctor or a specialist other than a Doctor who is in the same office or practicing in association with the referring Doctor, and who is not of the same discipline as the consultant;

(iii) a report of the consultant's findings is submitted with the appropriate claim form;

(iv) it is the first Consultation covered by GHI concerning that Member in the special field of the qualified specialist in that calendar year;

(v) it is in the field of Oral Surgery, Orthodontics, Periodontics, or Endodontics.

Module III—Full Basic Services

Includes all services listed in Section II of this Article 2 above, and the following:

(a) **"Endodontics"** (Root Canal Therapy) consists of the treatment and removal of pulp, and filling of the canals of teeth having damaged pulp, and pulpotomy (the removal of the coronal portion of an exposed vital pulp).

(b) **"Periodontics"** consists of the treatment of diseases of the gums and the supporting bony structure of the jaws. There will be a $500 annual maximum for all periodontal services.

(c) **"Oral Surgery"** consists of the complicated removal of a tooth and any other surgical procedures performed in and about the oral cavity, including x-ray films taken solely in connection with the Oral Surgery and related local anesthesia and pre- and post-operative care.

GHI covers Oral Surgery and, in the case of a fracture, only if the fracture is verified by the submission to GHI of x-ray films. GHI will not pay for surgery to correct an abnormally developed mandible or maxilla and/or to correct a malocclusion. GHI covers reconstructive surgery as described in Section 3(e) of this Article.

Repeated periodontal surgery will not be covered for a period of three years.

(d) **"Bedside Calls"** consist of visits by a duly licensed Doctor to a Member for emergency treatment. GHI covers a Bedside Call in addition to any payment it may make for any other covered service.

(e) **"In-Hospital Anesthesia"** consists of anesthesiologic services rendered in a hospital by a Doctor in connection with other covered In-Hospital Types of Service. Anesthesiologic Services are not covered if rendered by the Doctor performing the surgical procedure, if rendered by an assistant to the Doctor performing such other In-Hospital Types of Service, or by an employee of the hospital.

Module IV—Prosthetic Services and Appliances

IF THE BOX ENTITLED MODULE IV ON THE FACE PAGE HEREOF HAS THE WORDS "PERCENTAGE APPLICABLE TO PROSTHETIC SERVICES" FILLED IN, THE CONTRACT COVERS PROSTHETIC SERVICES AND THE FOLLOWING SECTION APPLIES:

A. **"Prosthetic Services and Appliances"** consist of the necessary treatment and the supplying, preparation and installation of:

(i) immediate dentures—dentures constructed prior to the removal of teeth and inserted immediately (same day) after their removal; (the limitations and exclusions applying to permanent dentures, found in paragraph B herein, shall also apply to immediate dentures);

(ii) permanent dentures, full and partial;

(iii) bridgework, fixed and removable;

(iv) crowns and inlays inserted on teeth to be used as primary abutments (supports), for fixed appliances only;

(v) any other crown or inlay when the tooth cannot be restored by a filling. If a crown or inlay is used in a tooth restorable by a filling, GHI will pay only the maximum allowance shown in the Schedule of Allowances for a filling and not *the allowance* for the crown or inlay.

B. **Limitations and Exclusions for Prosthetic Coverage**

(a) Duplication (jump), rebase or chairside reline to a denture—partial or full—is limited to one per denture per 5-year period.

(b) Overlay full upper and lower dentures will be paid for at the regular fee for full upper and full lower and there will be no payment for any treatment of the abutment tooth or attachment tooth.

(c) Temporary appliances are not covered.

(d) When a fixed bridge and partial denture are inserted in the same jaw, only the partial denture will be covered and GHI will not pay for replacement or substitution for a period of 5 years.

(e) Implants are not covered; crowns and/or pontics over implants are not covered.

(f) GHI will not pay for crowns (or pontics) for attachment or clasp purposes except if that tooth is so broken down it cannot be restored properly by fillings. (This also applies for a cantilever pontic when used for attachment reasons for a partial in the same jaw.)

(g) GHI will not pay for double or multiple abutments.

(h) GHI will not pay for fixed or removable splints for periodontal or other reasons except when a missing tooth is being replaced. Only the portion of the splint replacing the missing tooth will be covered. Splints using enamelite or other similar material replacing missing teeth will not be covered.

(i) Except as provided under Exclusion to the General Contract, GHI will not pay for dental treatment for cosmetic or esthetic reasons. Veneer crowns on lower molars and upper second and third molars will be paid as full cast crowns only.

(j) Acrylic crowns must be laboratory processed and permanent and will only be paid as single crowns (never as bridge abutments or splints). Acrylic crowns will only be covered on the six anterior teeth (cuspid to cuspid). GHI will not pay for replacement of a crown for a period of 5 years.

(k) GHI will not pay for the rebase or repair of a newly inserted denture (partial or full) for a period of six months following insertion, nor for the addition of a tooth to replace a natural tooth extracted subsequent to insertion, nor for the addition of a clasp.

(l) Predetermination, as defined in Article One, is required for Prosthetic coverage.

(m) GHI does not cover:

(i) Replacements or Substitutions of Appliances paid for by GHI unless 5 years have elapsed:

The replacement of or substitution for any type of prosthetic service and appliance, even though additional teeth may be involved in the replacement or substitution, if GHI made any payment toward the cost of the original installation of such service or appliance, unless five (5) years have elapsed since GHI's previous payment;

(ii) Secondary or Multiple Abutments:

A second crown or inlay used as a support for the primary crown in connection with fixed bridgework, unless the second supportive crown or inlay was required for the restoration of the tooth;

(iii) Services or Appliances Used Solely as an Adjunct to Periodontal Care:

Any dental technique under this section, whether for services or appliances, used in the stabilization of teeth unless there are missing teeth involved in the treatment;

(iv) Adjustment of Appliances: There will be no allowances for the adjustment of appliances inserted within one (1) year.

Module V—Orthodontics

IF A CHECK APPEARS IN THE BOX ENTITLED MODULE V, "ORTHODONTIC SERVICES" ON THE FACE PAGE HEREOF, THE CONTRACT COVERS ORTHODONTICS AND THE FOLLOWING SECTION APPLIES:

"Orthodontics" consists of the detection, prevention and correction of abnormalities requiring the realignment of the teeth to accepted form and function. GHI will pay for Orthodontics when the patient is a Member other than a Subscriber or a Subscriber's spouse under the age limitation shown on the Face Page hereof. GHI will not pay for Orthodontics unless the condition of the teeth of the Member to be treated is seriously abnormal and is correctible. The Schedule of Allowances sets forth in detail the standards fixed by GHI which entitle a patient to be covered for Orthodontics. The Doctor who performs the services should be able to determine from that language whether the condition of the teeth of the Member to be treated entitles that person to benefits for Orthodontics. Each month of active or passive orthodontic treatment rendered before the commencement of the patient's coverage by the Contract reduces the maximum number of months of such treatment toward which GHI will pay, and GHI will not pay for any appliance that was inserted when the patient was not covered by the Contract.

GHI will pay for active and passive treatment on the basis of months of treatment regardless of whether the patient is seen during that month. GHI will pay for a maximum of twenty (20) months of active treatment and eighteen (18) months of passive treatment. The patient, however, must be seen during the interval of time noted, i.e., first and last dates stated.

3. **Exclusions**

This Contract does not cover the following:

(a) any service or appliance for which the patient incurs no charge;

(b) any type of service or appliance not described herein or in any Rider modifying this document;

(c) any service or appliance unless required in accordance with accepted standards of dental practice;

(d) replacing any lost appliance originally supplied by GHI;

(e) any surgery or treatment solely for cosmetic purposes, except when that "Cosmetic Surgery" involves reconstructive surgery incidental to or following surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery arising out of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect;

(f) injuries, diseases or conditions, the treatment of which is available without cost to the person treated under laws enacted by the legislature of any State or the Congress of the United States including but not limited to Workers' Compensation, Veterans' Compensation, (except Medicaid); or

(g) any service or appliance received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group.

If the Face Page of this Contract indicates "Exclusion of Benefits Subject to Mandatory No-Fault Insurance",

(h) No benefits will be paid under this Contract for any loss, or portion thereof, for which automobile mandatory no-fault benefits are recovered or recoverable.

Any loss or portion thereof, for which benefits are provided under this Contract which are not recovered or recoverable from mandatory no-fault insurance because such loss exceeds the maximum benefits provided under such mandatory no-fault insurance shall be paid without regard to the deductible and/or co-insurance provisions, if any, set forth in this Contract.

Any loss, or portion thereof, for which benefits are provided under this Contract which is not recovered or recoverable from mandatory no-fault insurance because of a no-fault deductible shall be paid subject to the deductible and/or co-insurance provisions, if any, set forth in this Contract.

ARTICLE THREE: EXTENT OF BENEFITS

1. **The Deductible**

(a) The dollar amount of the Deductible applicable to the Contract is indicated by the amount shown in the appropriate box under the caption "Deductible" on the Face Page of this Contract.

(b) The Deductible shall be satisfied for a given calendar year if the Member has incurred expenses that equal or exceed the dollar amount of the Deductible. Until the Annual Deductible of a particular Member is satisfied during any calendar year, GHI shall not be responsible for any payment for charges incurred. **THE DEDUCTIBLE IS CALCULATED ON THE BASIS OF THE APPROPRIATE ALLOWANCE AS LISTED IN THE SCHEDULE OF ALLOWANCES.**

2. Carry-Over

Any expenses which are incurred during the last three months of the calendar year, and which are applied to satisfy the deductible for a given calendar year, shall be deemed to have been incurred on the following January 1.

3. Co-Insurance

After the applicable Deductible has been satisfied, GHI will reimburse the Subscriber at the percentage shown on the Face Page of this Contract.

4. Maximum Limit of Liability for Expenses

In no event shall GHI be obligated to pay more than the amount shown on the Face Page of this Contract as the Maximum Limit on the account of charges incurred by or on behalf of a particular Member in any one calendar year.

5. Time When Charge is Incurred

A charge for dental expenses is deemed to have been incurred when the services are rendered.

6. Service Benefits

(a) If the Deductible applicable to a particular Subscriber has been satisfied for a given calendar year and during that year services or appliances covered by the Contract and not used to satisfy the Deductible are rendered or supplied by a Participant for that Subscriber or for any eligible dependent of that Subscriber, then GHI will pay the Participant (or the Subscriber if the Participant has already been paid) for each such service or appliance the amount shown for it in the Schedule of Allowances, subject to the Co-Insurance percentage indicated on the Face Page.

(b) Each Participant has agreed with GHI that, whenever he renders services or supplies appliances which are covered by the Contract (or which would be covered were it not for a "Deductible"), he will accept as payment in full of his bill for each service or appliance the amount shown for it in the Schedule of Allowances. The agreement of the Participant to limit his fees is not effective unless, except in an emergency, he is notified prior to rendering any services that the Member about to be treated is insured by GHI.

(c) The obligation of the Participant to limit his fees does not apply if he uses optional or alternate services, materials or appliances not described in the Contract or in the Schedule which have the same function as a less costly service, material or appliance described therein if the Participant has discussed the Service(s) to be performed with the Subscriber and has received the Subscriber's approval before rendering such service(s).

If a Participant renders services or installs appliances for which GHI would have been responsible had it not imposed a limitation on the number or the time element of those services, the Participant agrees to accept from a Subscriber as payment in full the amounts set forth in the Schedule for those services.

If a crown or inlay is used in a tooth restorable by a filling, the Participant agrees to accept from GHI and the Subscriber in total an amount not to exceed the amount that GHI would have paid had the tooth not been restorable.

7. Services Rendered by Non-Participants

(a) If the Deductible applicable to a particular Subscriber has been satisfied for a given calendar year and during that year services or appliances covered by the Contract and not used to satisfy the Deductible are rendered or supplied by a non-Participant for that Subscriber or for any eligible dependent of that Subscriber, then GHI will pay the Subscriber for each such service or appliance the amount shown for it in the Schedule of Allowances, subject to the Co-Insurance percentage indicated on the Face Page or the amount of the provider's actual bill if it is smaller.

(b) GHI shall not be responsible for paying any part of any charge made by a non-Participant except as provided in sub-section (a) of this Section 7. The Subscriber shall be responsible for payment in full of the bill of the non-Participant.

8. Unlisted Procedures

Subject to its limitations and exclusions, the Contract also applies to services and appliances not actually listed in the Contract or in the Schedule, but being of the type so listed, GHI reserves the right to determine the amount of GHI's payment and the Participant's maximum charge applicable to such an unlisted procedure on a basis consistent with those listed.

9. Coordination and Non-Duplication of Benefits

(a) Definitions

(i) "Plan" means any plan providing benefits or services for or by reason of care or treatment which benefits or services are provided by (a) any group or blanket insurance plan; (b) and self-insured or non-insured plan, or any other plan arranged through any employer, trustee, union, employer organization or employee benefit organization; (c) any Blue Cross, Blue Shield, or other service type plan providing services; (d) any coverage under governmental programs, or any coverage required or provided by any statute (except Medicaid).

The term "Plan" as it applies to plans other than This Plan shall be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and that portion which does not.

(ii) "This Plan" means that portion of the Policy which provides the benefits that are subject to this provision. Benefits under This Plan in the absence of this provision are determined after taking into account benefits and services provided under other plans which the Employer contributes to or otherwise sponsors and under governmental programs (except Medicaid).

(iii) "Allowable Expense" means any reasonable and customary charge which the Subscriber or Member is legally required to pay for an item of necessary expense at least a portion of which is covered under at least one of the Plans covering the person for whom claim is made. If benefits are provided in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be considered both an allowable expense and a benefit paid. In no event, however, will "Allowable Expense" include expenses for services received arising out of or in the course of any employment for wage or profit and entitling the person for whom claim is made to benefits under any Workers' Compensation or occupational disease law.

(iv) "Claim Determination Period" means a period beginning with any January 1st and ending with the next following December 31st except that the first Claim Determination Period with respect to any person shall begin on the effective date of insurance hereunder with respect to such person and end on the next following December 31st. In no event will a Claim Determination Period for any person extend beyond the last day on which such person is covered under the Group Policy.

(b) Effects on Benefits

(i) If, for Allowable Expenses incurred during any Claim Determination Period as to any person covered under This Plan, the sum of

(1) the benefits otherwise payable under This Plan in the absence of this provision, and

(2) the benefits which would be payable under all other Plans in the absence therein of provisions of similar purpose, would exceed such Allowable Expenses, the benefits payable under This Plan in the absence of this provision shall be reduced to the extent necessary so that the sum of such reduced benefits and all benefits payable for such Allowable Expenses under all other Plans, except as provided in the following item (ii), shall not exceed the total of such Allowable Expenses. Benefits payable under another Plan include benefits that would be payable had claim been duly made therefor.

(ii) If (1) another Plan which contains a provision co-ordinating its benefits with those of this Plan would, according to its rules, determine its benefits after the benefits of This Plan have been determined, and (2) the rules set forth in the following item (iii) would require This Plan to determine its benefits before such other Plan, then the benefits of such other Plan will be ignored for the purpose of determining the benefits under This Plan.

(iii) The rules referred to above for establishing the order of benefits determination are:

(1) the benefits of a Plan which covers the person on whose expenses claim is based other than as a dependent shall be determined before the benefits of a Plan which covers such person as a dependent.

(2) the benefits of a Plan which covers the person on whose expenses claim is based as a dependent of a male person shall be determined before the benefits of a Plan which covers such person as a dependent of a female person.

(3) when the rules in (1) and (2) do not establish an order of benefit determination, the benefits of a Plan which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of a Plan which has covered such person for the shorter period of time.

(iv) When this provision operates to reduce the total amount of benefits otherwise payable for expense incurred on account of any person during any Claim Determination Period, each benefit that would be payable in the absence of this provision shall be reduced proportionately and such reduced amount shall be charged against any applicable benefit limits of This Plan.

(c) Exchange of Information and Payments

(i) For the purposes of determining the applicability of and implementing the terms of this provision of This Plan or any provision of similar purpose of any other Plan, GHI may, without the consent of or notice to any person, release to or obtain from any other insurance company or other organization or person any information regarding coverage, expenses and benefits which GHI considers necessary. Any person claiming benefits under This Plan shall furnish to GHI such information as may be necessary to implement this provision.

(ii) Whenever payments which should have been made under This Plan in accordance with this provision have been made under any other Plans, GHI shall have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision, and amounts so paid shall be deemed to be benefits paid under This Plan, and to the extent of such payment GHI shall be fully discharged from liability under This Plan.

(iii) Whenever payments have been made by GHI with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, GHI shall have the right to recover such payments, to the extent of such excess, from among one or more of the following, as GHI shall determine: any persons to or for or with respect to whom such payments were made, any other insurance companies, any other organizations.

ARTICLE FOUR: FILING OF CLAIMS

1. Each claim for services rendered shall be made by completing and filing the appropriate form(s) furnished by GHI. Such form(s) shall be filed with GHI within 30 days after termination of the services to which it relates or within 90 days of the time the services commenced, whichever is the sooner.

2. Failure to complete and file the form(s) as provided in this Article shall not invalidate the claim if it shall be shown not to have been reasonably possible to complete it and file it within the time specified, and if the claim was filed as soon as was reasonably possible.

3. If the information provided on the form(s) is insufficient for GHI to make a determination as to the validity or the amount of the claim, GHI may require, before making any payment, that it be furnished with such additional evidence or information in support of the claim as GHI deems necessary.

4. No action at law shall be brought against GHI on any claim under this Contract unless brought within 2 years from the date when such claim was rejected in whole or in part by GHI.

5. GHI may in its discretion, prior to the performing of a proposed service, require the submission of a Treatment Plan for the purpose of "Predetermination" as defined under Section 12 of Article One of this Contract. Pursuant to predetermination, the patient and the Doctor are informed through a review of the Doctor's proposed treatment plan:

(1) that the patient has benefits under the Contract;

(2) which procedures are covered benefits;

(3) which procedures are precluded and for what reason; and

(4) the specific dollar amount of the benefit for covered procedures.

ARTICLE FIVE: PREMIUMS AND THEIR PAYMENT

1. **Premium Rates for First Period.** The premium rates for the First Period of Insurance are shown on the Face Page.

2. **Subsequent Premium Rates**

(a) Contracts Experienced-Rated. If this Contract is marked "Experience-Rated" on the Face Page, the premium rates after the first Period of Insurance shall be determined by GHI on the basis of the Policyholder's prior experience under this Contract. The premium rates so determined for this Contract may become effective at any time during a Period of Insurance and shall remain in effect until changed by GHI provided that GHI shall not increase the premium rate more frequently than once in any 12 consecutive months. GHI shall give the Policy holder at least 30 days' prior written notice of the effective date of a change in the premium rates.

Notwithstanding the foregoing, if the Policyholder has not supplied all Subscriber information required by GHI as of the end of any Period of Insurance or upon 30 days' prior written notice from GHI so that GHI can make a determination as to the premium rates based on experience under this Contract, the final determination of an increase in rate shall be retroactive to the beginning of the then current Period of Insurance.

GHI may in its discretion and on an equitable basis make a retroactive reduction in premium rates based on the Policyholder's prior experience.

(b) Contracts Not Experienced-Rated. If this Contract is marked "Not Experience-Rated" on the Face Page, the premium rates for any Period of Insurance shall be the rates set forth on the Face Page unless such rates shall be changed upon 60 days' prior written notice to the Policyholder following approval of such change in rates by the Superintendent of Insurance.

3. **Payment Periods.** Payment periods shall be for the duration set forth on the Face Page and the first payment period shall begin on the effective date of this Contract. Premiums for each payment period are payable to GHI in advance of the first day of each such payment period.

4. **Late Payments and Reinstatements.** No agent or representative of GHI other than one of its Officers is authorized to accept any payment of premiums in excess of 30 days after such premiums are due or to waive any late payment. If a payment is subsequently accepted by GHI after such 30 day grace period, this Contract shall be reinstated, but only to the extent of being applicable to services rendered in connection with injuries thereafter sustained and such condition as may be first manifested more than ten days after the date of such acceptance.

ARTICLE SIX: TERMINATION

This Contract may be terminated for the following reasons and is subject to the following provisions:

(a) This Contract shall terminate automatically and without any notice requirement if the Policyholder is in default in the payment of premiums and such default has continued for at least 30 days.

(b) This Contract may be terminated by GHI

(i) upon written notice given to the Policyholder for any reason which may be required by the New York State Insurance Law; and any regulations promulgated thereunder in effect as of the date of termination;

(ii) upon 30 days' prior written notice to the Policyholder if the Policyholder ceases to meet the eligibility requirements established for this Contract on file with the Superintendent of Insurance and if the Policyholder is not in compliance with such eligibility requirements on the date of termination.

(c) This Contract may be terminated by GHI or the Policyholder at the end of any Period of Insurance upon at least 30 days' written notice to the other party.

(d) This Contract may be terminated by the Policyholder as of the effective date of any change in premium rates upon 15 days' prior written notice to GHI.

(e) Upon termination of this Contract, no further services rendered or applicances furnished shall be covered hereunder, except that surgery and any covered services related to the surgery resulting from injury or condition incurred while the Member was insured, shall continue to be covered for 31 days after termination, if the Member was totally disabled because of this injury or condition at the time of termination.

(f) Upon the termination of the eligibility of any Member to this Contract, as pertains to that Member, no further services rendered or appliances furnished shall be covered hereunder, except that surgery and any covered services related to the surgery resulting from injury or condition incurred while the Member was insured, shall continue to be covered for 31 days after termination, if the Member was totally disabled because of this injury or condition at the time of termination.

ARTICLE SEVEN: CONVERSION PRIVILEGES

1. **Standard Conversion Privilege**

Whenever a Subscriber loses coverage under the Contract because

(a) the Subscriber ceases to be an eligible Member under the Contract; or

(b) the Policyholder is out of business; or

(c) the Policyholder no longer meets the eligibility requirements set forth by GHI; or

(d) the Contract is terminated,

GHI shall offer to such person a direct payment contract covering such person and any other persons who, immediately prior to such loss of coverage hereunder, were insured by reason of their relationship to the Subscriber.

In the event of the death of a Subscriber, GHI shall offer a direct payment contract covering any other persons who, immediately prior to the death of the Subscriber, were insured by the Contract by reason of their relationship to the Subscriber. If a Member other than the Subscriber, ceases to be within the definition of a Member, GHI shall offer a direct payment contract to such person.

All such direct payment contracts shall be of the type then being issued by GHI for persons eligible for the Standard Conversion Privilege, and they may provide benefits of a different kind than those provided herein.

2. **Issuance of Contract Pursuant to Conversion Privileges**

All GHI direct payment contracts issuable on conversion from this Contract shall be issued without evidence of insurability and may cover the former Subscriber and any other person who, immediately prior to their termination of coverage hereunder, were insured by reason of their relationship to the Subscriber. An application for such a direct payment contract must be made on the regular form furnished by GHI. A direct payment contract shall be issued on conversion from the Contract only if application therefor and payment of the first premium to GHI is made within 31 days after the date when the applicant loses his coverage under the Contract and such contract shall be effective as of that date. GHI may require before issuing any such contract, that it be furnished with such additional evidence or information in support of the application as GHI deems necessary to determine the right of the applicant to have the contract issued.

ARTICLE EIGHT: RENEWAL

Unless terminated pursuant to the provisions of Article Six hereof, this Contract shall be automatically renewed at the end of each Period of Insurance for the same duration as the immediately preceding Period, except that the automatic renewal shall be for only one year if the previous Period was for less than two years, and for only two years if the previous Period was for less than three years but more than two years.

ARTICLE NINE: MISCELLANEOUS

1. No statement by the Policyholder in its application for this Contract shall avoid this Contract or be used in any legal proceedings thereunder unless such application, or an exact copy thereof, is included in or attached to this Contract. All statements made in the application for this Contract shall be deemed representations and not warranties.

2. This Contract does not confer upon the Policyholder or upon any Member any claim or cause of action against GHI on account of default or malpractice by persons or organizations rendering services to which this Contract applies.

3. The benefits of this Contract are personal to the Members and are in no way assignable.

4. This Contract contains the entire agreement between the Policyholder and GHI and no modification, amendment or waiver may be made other than in writing and executed on behalf of GHI by a duly authorized Officer, except that GHI may amend this Contract upon written notice to the Policyholder if required to do so by law or pursuant to regulations promulgated thereunder.

5. All notices required to be given hereunder shall be in writing and sent by first class mail, except that notices of termination shall be sent by certified mail receipt requested, and if sent to the Policyholder, to its address as it appears on the records of GHI, and, if to GHI, to its offices, 326 West 42nd Street, New York, New York 10036, to the attention of one of its Officers.

6. GHI shall issue to the Subscribers or furnish to the Policyholder for issuance to them, identification cards and certificates of insurance.

7. The Policyholder shall maintain and keep available at all times, or cause to be maintained and kept available at all times, for audit and inspection by GHI, complete and accurate records and accounts of all matters having to do with this Contract, including records of all persons covered by this Contract at any time.

IF THE BOX BEFORE THE WORDS "SELF-ADMINISTERED" ON THE FACE PAGE IS CHECKED, THE FOLLOWING SECTION ALSO APPLIES:

8. The Policyholder shall promptly complete the certificate on the claim form dealing with the status of the patient as a Member. If such certificate contains an erroneous statement from which it would appear that services rendered were covered by this Contract when such was not the case, then the Policyholder shall reimburse GHI for any payments made by it on the basis of the erroneous certificate.

GROUP HEALTH INCORPORATED
(hereinafter called "GHI")

330 West 42nd Street/New York, NY 10036

RIDER TO GROUP CONTRACT

BETWEEN GHI AND

NEW YORK STATE
FOR
SPECTRUM PLUS

PLD-1020

SECTION ONE

The Group Contract between New York State and Group Health Incorporated is issued and accepted pursuant to the Regulations of the President of the Civil Service Commission.

SECTION TWO

The Benefits under the Group Contract are subject to Pre-determination of benefits. If a Members course of treatment is expected to be greater than $200, a treatment plan must be filed with GHI. GHI will review the treatment plan and will notify the Member's dentist of the amount of benefits GHI shall pay. If a treatment plan is not submitted to GHI in advance of the treatment being rendered, GHI may pay the claim based on the basis of alternate procedures, that may be performed for the dental condition being treated. These procedures must conform to accepted standards of dental practice.

SECTION THREE

A person is eligible to become and to remain an Subscriber or a covered Member in accordance with the Regulations of the President of the Civil Service Commission. No revision of such Regulations materially affecting the right of a person to become or remain a Subscriber or Member, made after this Contract becomes effective, will be binding on GHI unless agreed to in writing by an authorized office of GHI.

SECTION FOUR

The amount and type of benefits a Subsciber or a Member shall be entitled to hereunder shall conform to the benefits and Schedule listed in Subscriber booklet PS801F, which is attached hereto and made a part hereof. These benefits shall be known as Spectrum Plus.

SECTION FIVE

Neither GHI nor New York State shall be responsible for the actions of any persons or organizations that render covered services.

SECTION SIX

Neither New York State nor its covered Members under the Group Contract shall be liable for payments to Participating Providers for covered services in excess of what the Participating Providers have agreed to accept as payment in full from GHI, provided the Member complies with the following procedures:

a) The Member must always inform the Participating Provider prior to receiving treatment that he is covered by GHI.

b) The Member must never make payment to the Participating Provider for services rendered.

c) The Member must verify that the Provider is a Participating Provider.

SECTION SEVEN

The benefits descibed in the Group Contract are provided subject to the modification that GHI's obligation to pay benefits may be reduced or eliminated upon termination as descibed in Articles Five and Six of the Group Contract as amended below.

SECTION EIGHT

Article Five of the Group Contract is hereby deleted and the following is substituted in its place:

1. The premium rate for any Period of Insurance after the first one will be determined on the basis of prior experience under this Contract. GHI shall properly document each proposed premium rate change:

(a) by identifying each specific factor which contributes to the rate change, including wherever appropriate, but not limited to the following:

(i) utilization
(ii) change in benefit structure
(iii) change in administrative costs
(iv) reserve account adjustments

(b) by showing the dollar value of each contributing factor as it contributes to the rate change.

The premium rate so determined for this Contract shall remain in effect throughout the particular period for which it is determined to be applicabale and shall thereafter continue in effect until changed by GHI in the manner provided herein.

Written notification by GHI of an increase or decrease in the premium rate based on experience under this Contract will be given to the Policyholder at least 60 days prior to the beginning of the new Period of Insurance. In the event that the Policyholder is notified less than 60 days prior to the beginning of the new Period of Insurance, any increased rate will go into effect for the first payment period beginning not less than 60 days after such notice has been given, but any decrease in rate will take effect as of the beginning of the new Period of Insurance.

After the end of each Period of Insurance during which this Contract has been continuously in full force and effect, GHI may in its discretion and on equitable basis make a retroactive reduction in premium rates for such Period based on experience hereunder.

2. Premiums are payable to GHI in advance of the first day of the applicable payment period. However, there shall be a 30-day grace period.

3. If the coverage of a Member is terminated, the Policyholder will pay premiums to GHI for his or her coverage up to the date when the termination of such coverage becomes effective.

4. No agent or representative of GHI other than one of its officers is authorized to receive any payment after the expiration of the period of grace or to waive any late payment. If a payment is subsequently accepted by GHI or by one of its officers, this Contract shall be reinstated in full retroactive to the expiration date.

5. Each month, the Policyholder shall pay to GHI as net premium 95% of the gross premium then due. The Policyholder shall retain in a separate premium reserve fund 5% of the gross premium then due.

At the end of the Period of Insurance, GHI shall prepare a statement based on the net earned premiums received from the Policyholder for the Period of Insurance. This statement shall include any accumulated losses from previous Periods of Insurance.

If a retroactive premium adjustment is due said adjustment shall be returned to the Policyholder and the Policyholder shall also retain the accumulated reserve fund as part of such adjustment.

If there is a net loss, based on net earned premium, the Policyholder, within 15 days of notification by GHI of said net loss, shall pay GHI a Total Amount equal to:

Net Loss: 100% - 9.4% (i.e., Service Charge)

a. This Total Amount shall be paid out of the premium reserve fund up to the amount in the fund. Any money remaining in the fund shall be retained by the Policyholder as a dividend.

b. If the Total Amount is greater than the amount in the reserve fund, GHI shall recoup the unpaid balance only by applying it to the experience for the next or subsequent years. GHI may consider this amount in fixing renewal rates.

6. In addition to the premium described , an additional premium shall be due from the Policyholder to GHI immediately prior to the date on which this contract shall terminate. The additional premium shall be equal to the sum of all amounts transferred by GHI to the Policyholder under Section Ten of this Rider, less any amounts transferred from the Policyholder to GHI under the provisions of the same Section. At the Policyholder's option, the additional premium may be paid in monthly intallments, commencing with the month immediately following contract termination. In such an event, each monthly intallment shall be equal to the amount of regular premiums due in the last month prior to contract termination. The intallments shall continue until the entire amount of the additional premium has been paid to the Corporation. The last intallment shall be equal to the difference between the amount of the additional premium and the sum of the prior installments.

7. In the determination of any retroactive reduction in premium rates the following shall be taken into account:

a. In calculating the amount of any retroactive reduction in premium rates for any period of insurance, GHI shall be entitled to impose an interest charge, if the average period of time from the due dates of premims to the payment dates of such premiums exceeds thirty-one days. GHI shall make such interest charge in the manner described below.

i. The annual rate of interest shall be determined for the experience year on the first day of the experience year, and shall be the prime lending rate, as of that day, maintained by GHI's principal bank. GHI shall notify the Policyholder of the rate which shall apply for the experience year as soon as it is so determined. This rate shall be converted to a daily equivalent for purposes of (ii) below.

ii Interest shall be charged on premiums paid more than thirty-one days after the due date, and an offsetting credit shall be allowed on premiums paid within thirty-one days of the due date. This principle shall be implemented by calculating, for each premium payment due from the Policyholder to GHI during the period of insurance, the product of the payment amount and the number of days, less thirty-one, from the due date until the date the payment is received by GHI. These products shall be summed over the period of insurance. If at the end of the period of insurance the sum is negative, no charge shall be made. If at the end of the period of insurance the sum is positive, the charge shall be the product of the sum so determined and the daily interest rate determined in (i) above.

b In calculating the amount of any retroactive reduction in premium rates for any period of insurance, GHI shall be entitled to impose an interest charge with respect to amounts transferred to the Policyholder, less amounts transferred from the Policyholder to GHI, under the provisions of Section Ten of this Rider. For each period of insurance, the annual interest rate shall be GHI's net earned rate, as reflected in its financial statements, for the calendar year containing the first day of the experience year. This rate shall be converted to a daily equivalent for puposes of (ii) and (iii) below. The amount of interest charged shall be equal to:

i. One year's interest on the amount of funds actually transferred to the Policyholder before the start of the period of insurance, less the amount of funds actually transferred by the Policyholder to GHI before the start of the period of insurance, plus

ii Interest from the actual date of transfer until the end of the period of insurance on the amount of any funds transferred to the Policyholder during the period of insurance,less

iii Interest from the actual date of transfer until the end of the period of insurance on the amount of any funds transferred by the Policyholder to GHI during the period of insurance.

c. GHI shall make interest charges only for the purposes described in sub-sections (a) and (b) above, and in the manner described therein. However, with respect to the charge described in sub-section (b), GHI shall be entitled, in the determination of any retroactive reduction in premium rates for any period of insurance, to impose an estimated interest charge in advance for the next subsequent period of insurance. The estimated charge shall be calculated on a basis consistent with the calculation described in sub-section (b). Any differences between the estimated charge and the actual charge shall be adjusted in the determination of any retroactove reduction in premium at the end of the next succeeding period of insurance.

SECTION NINE.

Article Six of the Group Contract is hereby deleted and the following is substituted in its place:

1. This Contract may be terminated by GHI at such times and for such reasons as may be allowed and by giving such notice as maybe required by the Insurance Law of the State of New York in effect on the date of termination. This Contract may also be terminated by GHI or the Policyholder, with or without cause, at the end of any Period of Insurance by giving written notice of temination to the other, and GHI may terminate at any time after the Policyholder ceases to meet the eligibility requirements established for this Contract on file with the Superintendent of Insurance of the State of New York. The notice to be effective, must be mailed at least 90 days prior to the date of termination as specified in the notice, to GHI at its office in the City of New York or to the Policyholder at its address as it appears on the records of GHI. Unless services are rendered or an appliance is finally inserted before the termination date of this Contract, that portion of the services rendered or of the appliance inserted after the termination date will not be covered hereby.

2. In the event that any payment of premium to GHI shall not be made within the grace period specified, this Contract shall terminate in all repects, without notice to anyone, as of the date when such premium was due so that no services rendered or appliance furnished on or after the termination date will be covered by this Contract.

3. Whenever a Subscriber loses his or her coverage under this Contract for reasons other than those stated in the next sentence, all other Related Family Members of that Subscriber lose their coverage at the same time. In the event of the death of a Subsciber the coverage hereunder of all Related Family Members of the Subscriber terminates at the end of the period for which premiums are paid on their behalf.

4. In the event of the revision of any provision of this Contract required because of a change in any law enacted by the Legislature of the State of New York or the Congress of the United States, GHI will give notice to the Policyholder of the revision and supply it with material for notifying each Enrollee of the revison prior to its effective date. Continued payment of premiums after such notice is given by GHI shall constitute acceptance of such revision

5. When termination occurs under 1. or 2. above, GHI's liability to provide benefits for:

i services rendered or expenses incurred after the termination date, and

ii services rendered or expenses incurred prior to the termination date for which GHI has not received a claim as of the termination date,

shall be determined as follows:

a. If the additional premium referred to in Article Eight, herein,shall have been paid in full on or prior to the termination date, GHI is liable for such benefits to the extent provided in paragraph 1 of this Article Nine.

b. If the additional premium referred to in Article Eight, herein,shall not have been paid in full on or prior to the termination date, GHI shall have no liability for such benefits; except that, if the additional premium is being paid in installments as provided in Article Eight, GHI shall be liable as described in (a) above, but only to the extent of installment amounts actually paid. If the entire additional premium is paid in installments as provided in Article Eight, herein, GHI shall be liable as described in (a) above, effective as of the date on which the final installment is paid.

c. If no part of the additional payment referred to in Article Eight,herein, is paid, GHI shall have no liability for such benefits.

d. The Policyholder shall assume responsibility for any portion of the liability described in (a) above from which GHI is released as a result of the operation of (b) or (c) above.

e. If, as a result of the operation (d) above, the Policyholder shall assume responsibility for the payment of any claims which GHI would otherwise be responsible to pay under the terms of this contract, the Policyholder shall also assume GHI's obligations to its participating providers of services with respect to such claims.

f. If, as a result of the operation of (d) above, the Policyholder shall assume responsibility for the payment of any claims which GHI would otherwise be responsible to pay under the terms of this contract, the Policyholder shall provide, with respect to covered services rendered by GHI participating providers, benefits consistent with the "paid-in-full" provisions of Article Three of the Group Contract.

SECTION TEN

1. As of the last day of each Period of Insurance ending after the effective date of this amendment, GHI shall determine Quantity A., which is the estimated amount of claims incurred under the terms of the contract, but not yet reported to GHI. GHI shall also determine Quantity B., which is the total of all prior transfers from GHI to the Policyholder less any prior transfers from the Policyholder to GHI. GHI shall make these determinations, and communicate them to the Policyholder, within 120 days of the end of the Period of Insurance to which they pertain.

If Quantity A is greater than Quantity B, GHI shall transfer to the Policyholder an amount equal to Quantity A minus Quantity B; If Quantity B is greater than Quantity A GHI shall so notify the Policyholder, which will transfer to GHI an amount equal to Quantity B minus Quantity A. In either case, the transfer shall be paid within 30 days of GHI's notification to the Policyholder.

2. If, at any time during a policy year: (i) as a result of the termination of a specific sub-group of employees, the number of covered employees drops by 5% or more, or (ii) as a result of any combination of factors, the number of covered employees drops by 10% or more GHI may notify the policyholder of this fact and require the policyholder to transfer to GHI a percentage of the amount then held by the policyholder equal to the percentage decrease in the number of covered employees brought about by (i) or (ii) above. In such a case, the policyholder shall pay GHI the indicated amount within 30 days of GHI's notification to the policyholder.

The percentage change in the number of covered employees shall be calculated using as a base the number of covered employees at the end of the immediate prior period of insurance, except that if a transfer takes place under the terms of this Paragraph 2, the base to be used for determining immediate subsequent transfers during the same period of insurance will be the number of covered employees as of the effective date of the immediate prior transfer.