



## **KANSAS CITY LIFE INSURANCE COMPANY**

Broadway at Armour / Box 219139 / Kansas City, Missouri 64121-9139  
Telephone: (816) 753-7000  
Web Site: [www.kclife.com](http://www.kclife.com)

### ***PRIVACY NOTICE***

This notice describes the privacy rules the Kansas City Life Group of affiliated companies follow with respect to the non-public personal information of its customers. We follow these rules for both current and former customers.

The affiliated companies are:

- Kansas City Life Insurance Company, Old American Insurance Company and Sunset Life Insurance Company of America, which are life insurance companies;
- Sunset Financial Services, Inc., a broker dealer; and
- KCL Service Company, an insurance agency.

As we provide products and services to you, we may collect certain information. This may include information:

- That you give us on applications and other forms;
- About your transactions with us; such as, the kinds of products you buy and your payment history.
- Or that we receive from outside sources; such as, a consumer reporting agency and health care providers.

**We do not sell your non-public personal information to third parties.** Each affiliated company will only disclose its customers' non-public personal information:

- among the other affiliates;
- to provide services to its customers;
- to administer its business;
- to market products; and
- as allowed by law.

We may disclose customers' non-public personal information to our agents. We may also disclose it to others to provide service, to help us market our own products or to establish retained asset accounts for settlement proceeds or benefits. We will require in writing that your information be kept confidential. We will also require in writing that the information must be used only for the reason we disclosed it. This includes information we get from a consumer reporting agency. If we ever change this policy, we will give you a chance to opt out.

Sometimes we acquire medical information about our customers. We may need this information to process a claim or issue a policy. We will only disclose medical information to:

- administer our business;
- perform services and transactions you ask for;
- comply with laws and regulations; and
- as you or your representative approve.

There are federal rules which may apply to use and disclosure of your personal health information if you are covered by a health insurance policy or group dental or vision insurance plan. In these cases you will receive a separate notice.

We have security controls in place to protect your non-public personal information. We limit use of our customers' information to our employees who need such information to do their jobs, and to outside entities as required or permitted by law. We also have physical and electronic safeguards that are intended to assure the privacy of your non-public personal information.

You may review the information we have on file about you. If you think it is wrong, you may ask for a change. If we agree, we will make the change.

We have the right to change our privacy rules. If we do that, we will send a written notice to all customers who may be affected by the change.

***Notice Concerning Coverage Limitations and Exclusions Under the Life and Health Insurance Guaranty Association Act***

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Missouri Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**The Missouri Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Missouri. You should not rely on coverage by the Missouri Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.**

**Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.**

**YOU MAY CONTACT EITHER THE ASSOCIATION OR THE MISSOURI DEPARTMENT OF INSURANCE AT THE FOLLOWING ADDRESSES SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.**

**The Missouri Life and Health Insurance Guaranty Association  
994 Diamond Ridge, Suite 102  
Jefferson City, MO 65109**

**Missouri Department of Insurance  
PO Box 690  
Jefferson City, MO 65102-0690**

The state law that provides for this safety-net coverage is called the Missouri Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's right or obligations under the act or the rights or obligations of the guaranty association.

(Continued on Reverse Side)

Generally, persons will be covered if they live in this state, and hold a life or health insurance contract or annuity, or a certificate under a group policy or contract. However, not all individuals with a right to recover under life or health insurance policies or annuities are protected by the Act. A person is not protected when:

- the person is eligible for protection under the laws of another state;
- the person purchased the insurance from a company that was not authorized to do business in this state;
- the policy is issued by an organization which is not a member insurer of the association; or
- the person does not live in this state, except under limited circumstances.

Additionally, the Association may not provide coverage for the entire amount a person expects to receive from the policy. The Association does not provide coverage for any portion of the policy where the person has assumed the risk, for any policy of reinsurance (unless an assumption certificate was issued), for interest rates that exceed a specified average rate, for employers' plans that are self-funded, for parts of plans that provide dividends or credits in connection with the administration of policy, or for unallocated annuity contracts (which are generally issued to pension plan trustees).

The Act also limits the amount the Association is obligated to pay persons on various policies. The Association does not pay more than the amount of the contractual obligation of the insurance company. The Association does not have to pay more than three hundred thousand dollars (\$300,000) in death benefits for any one life regardless of the number of policies that insure that life. The Association does not have to pay amounts over one hundred thousand dollars (\$100,000) in cash surrender or withdrawal benefits on one life regardless of the number of policies insuring that individual. For health insurance benefits, the Association is not obligated to pay over one hundred thousand dollars (\$100,000) including net cash surrender and withdrawal benefits. On an annuity contract, the Association is not liable for over one hundred thousand dollars (\$100,000) in present value. Finally, the Association is never obligated to pay more than a total of three hundred thousand dollars (\$300,000) for any one insured for any combination of insurance benefits.



**KANSAS CITY LIFE  
INSURANCE COMPANY**

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**Group Dental Insurance Policy  
Nonparticipating**

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**POLICYHOLDER**  
Fine Laboratories, Inc.

**JURISDICTION OF ISSUE**  
Missouri

**POLICY NUMBER**  
21619

**POLICY EFFECTIVE DATE**  
July 1, 2012

**POLICY ANNIVERSARY DATE**  
July 1

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Kansas City Life Insurance Company, in consideration of the application of the Policyholder and the payment of premiums as due, agrees to provide the group insurance benefits according to the provisions on this and the following pages with respect to Insured Individuals in the eligible classes.

This policy is issued and accepted subject to all the terms set forth on this page and on the subsequent pages, which are hereby made a part of this policy. This policy is delivered in the Jurisdiction of Issue and is governed by the laws of that Jurisdiction.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Kansas City, Missouri 64111.

Secretary

President, CEO and Chairman

**READ THIS POLICY CAREFULLY**

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## Schedule of Benefits

**POLICYHOLDER**  
Fine Laboratories, Inc.

**Group Number**  
21619

**EMPLOYER**  
Fine Laboratories, Inc.

**SUBSIDIARIES, DIVISIONS OR AFFILIATES**  
None

### **Classes of Eligible Individuals**

**Class 1:** All full-time active employees working at least 40 hours per week

### **Probationary Waiting Period**

Current Individuals: 90 Days

New Individuals: 90 Days

After completing the probationary waiting period, the first of the month effective date applies.

### **Employee Contribution**

For Insured Individual: Required

For Insured Dependent: Required

### **Participation Requirement**

Minimum Requirement – 25%

Minimum Number of Lives – 10 Employees

**Dental Covered Under Section 125 or FSA:** Yes

**Late Applicant Provision Waived During Open Enrollment:** Yes

**Section 125 or FSA Plan Year:** July 1 through June 30

**Annual Open Enrollment Period:** June 1 through June 30 effective July 1

## Plan Description

	<b><u>Participating Provider</u></b>	<b><u>Non-Participating Provider</u></b>
<b><u>Calendar Year Deductible</u></b>		
Individual Type 1 (Preventive)	None	None
Individual Type 2&3 (Basic & Major)	\$50	\$50
Family Deductible Maximum	3 x Individual	3 x Individual
<b><u>Coinsurance</u></b>	<b>MAC*</b>	<b>UCR**</b>
Type 1 (Preventive)	100%	100%
Type 2 (Basic)	80%	80%
Type 3 (Major)	50%	50%
<b><u>Maximums</u></b>		
Types 1,2,3 Calendar year Maximum	\$1,000	\$1,000
<b><u>Waiting Periods</u></b>		
Type 1 (Preventive)	0 months	0 months
Type 2 (Basic)	0 months	0 months
Type 3 (Major)	0 months	0 months

\*MAC – Maximum Allowable Charge

\*\*UCR – Usual, Customary and Reasonable Charge

## Section 1: Definition of Certain Terms

For the purpose of this policy, the following terms have the meaning given below:

### 1.1 Actively-at-Work

The employee will be considered actively-at-work on a day, which is one of the employee's scheduled workdays if they are performing in the usual way, all of the regular duties of their job on a full-time basis on that day. The employee will be deemed to be actively-at-work on a day, which is not one of the Policyholder's scheduled workdays only if the employee was actively-at-work on the preceding scheduled workday.

### 1.2 Active Full-time employee

An employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal workweek. This must be at least the number of hours indicated in the Schedule of Benefits. Except as otherwise indicated, the term Active Full-time employee also includes part-time employees working the number of hours indicated in the Schedule of Benefits for part-time employment. Eligible employees do not include temporary, leased or seasonal employees.

### 1.3 Benefit Waiting Period

The amount of time you must be covered under the Policy before certain benefits are payable.

### 1.4 Certificate

A document that describes the benefits provided to the Insured Individual by this policy.

### 1.5 Contributory Insurance

Insurance for which the Insured Individual pays part or all of the premium.

### 1.6 Eligibility Date

The date a full-time employee in an eligible class satisfies the probationary waiting period shown on the Schedule of Benefits.

### 1.7 Insured Individual

An individual whose insurance is in force under the terms of this policy.

### 1.8 Kansas City Life

Kansas City Life Insurance Company, a Missouri corporation, with its Home Office located at 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425 and the telephone number is 816-753-7000.

### 1.9 New Individual

A newly hired individual or an existing employee that enters into an eligible class because of a change in status.

### 1.10 Non-Contributory Insurance

Insurance for which the Insured Individual pays none of the premium.

### 1.11 Policy Anniversary Date

The date shown on the policy jacket, from which policy months, years and anniversaries are computed.

### 1.12 Policyholder

The firm or other organization to whom this policy is issued. The term Policyholder will also include those subsidiaries, divisions and affiliates listed in the Policy.

### 1.13 Probationary Waiting Period

The amount of time an individual must be employed by the Policyholder before being eligible for insurance under this policy. The probationary waiting period is shown in the Schedule of Benefits.

## Section 2. Benefit Provisions

### 2.1 The Benefit

The benefits provided by this policy are outlined in detail in the Insured Individual's Certificate of Group Dental Insurance. The certificate and any attached riders are hereby made a part of this policy.

## Section 3. Premium Provisions

### 3.1 Payment

The first premium must be paid on or before this policy is effective. All future premiums are payable at the Home Office or to a representative authorized to receive premiums. Each premium must be paid on or before the

premium due date. The premium due date will be the day of the month that corresponds numerically with the policy anniversary date.

### **3.2 Method of Premium Payment**

Premiums will be payable monthly unless the Policyholder and Kansas City Life agree on another method of premium payment. The method of premium payment may be changed upon written request of the Policyholder and upon approval by Kansas City Life on any policy anniversary.

### **3.3 Changes in Premium Rates**

Premium rates are subject to change according to the terms of this policy.

Premium rates may be changed any time:

- 1) this policy is amended to change the eligibility and/or benefits; or
- 2) a subsidiary, division or affiliate is added to or deleted from this policy.

Kansas City Life may determine that a premium rate change is necessary for reasons other than in 1) or 2) above. However, such a rate change will not be made during the first 12 months or occur more often than once in any 6-month period.

Kansas City Life will provide written notification of any increases in premium rates to the Policyholder at least 31 days prior to the effective date of the increase unless the Policyholder and Kansas City Life both agree otherwise.

Premiums for insurance becoming effective will be charged:

- 1) from the premium due date if it is the same as the Insured Individual's effective date of insurance; or
- 2) from the next premium due date after the Insured Individual's effective date of insurance, if not the same.

Premium charges for any insurance terminated will cease:

- 1) on the premium due date if it is the same as the termination date; or
- 2) on the next premium due date after the termination date, if not the same.

The above manner of charging premiums will not extend insurance coverage beyond a date it would have otherwise terminated.

### **3.4 Monthly Statement**

A monthly statement will be prepared as of the premium due date reflecting the premium payable. This monthly statement will reflect any premium charges and credits due to changes in the number of Insured Individuals and changes in the coverage status of Insured Individuals that took place prior to the premium due date.

If the plan is self-billed by the Policyholder or its third party administrator, the Policyholder or administrator is responsible for maintaining the plan enrollment records and must report eligibility changes to Kansas City Life each month as of the premium due date. Paid premium must support and match the reported eligibility changes. This includes enrollment record information for additions to the plan, terminations and enrollment status changes that are necessary for Kansas City Life to properly credit premium payments and adjudicate claims.

### **3.5 Grace Period**

A grace period of 31 days will be granted the Policyholder for the payment of each premium due after the first premium. This policy will continue in force during the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force. If the Policyholder has given written notice in advance of an earlier date of termination, this policy will terminate as of the earlier date.

## **Section 4. Termination Provisions**

### **4.1 Termination for Non-Payment of Premium**

If any premium is not paid before the end of the grace period, this policy will automatically terminate at the end of the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force.

### **4.2 Termination by the Policyholder**

The Policyholder may terminate this policy by giving written notice to Kansas City Life at least 31 days in advance.

### **4.3 Termination by the Company**

Kansas City Life reserves the right to terminate this policy if:

- 1) the participation requirements on the Schedule of Benefits are not maintained;
- 2) the Policyholder fails to furnish promptly any information that Kansas City Life may reasonably require; or
- 3) the Policyholder, without good and sufficient cause, fails to perform its duties pertaining to this policy in good faith.

Except for nonpayment of the required premium or the failure to meet continued underwriting standards, Kansas City Life may not terminate the policy prior to the first anniversary date of the effective date of the policy. Kansas City Life will give written notice of termination to the Policyholder at least 31 days in advance unless the Policyholder and Kansas City Life both agree otherwise.

**4.4 Termination of Insured Individual's Insurance**

Subject to the Extension of Benefits provision found within the Benefits Payable section in the certificate, all insurance provided under this policy for an Insured Individual will terminate at 11:59 p.m. on the earliest of the following:

- 1) the date this policy terminates;
- 2) the date this policy is amended or changed to exclude coverage for the class of eligible individuals to which the Insured Individual belongs;
- 3) the last day that the Insured Individual ceases to be a member of the classes for whom insurance is provided;
- 4) the end of the period for which the Insured Individual has made any required contribution; or
- 5) the last day that the Insured Individual ceases to be actively-at-work as a full-time employee of the Policyholder.

**4.5 Continuing Insurance on Insured Individuals Absent from Work**

If this policy requires an Insured Individual to be actively-at-work, and an Insured Individual is absent from work because of injury, sickness, approved leave of absence or temporary lay-off, or is placed on part-time employment, the Policyholder, acting on a basis that does not discriminate for or against any person, may consider the Insured Individual still employed until the Policyholder notifies Kansas City Life differently or stops paying premiums for the Insured Individual. However, in any event, insurance cannot be continued in this way for longer than the maximum continuation period stated below.

<b>For Absence Due To:</b>	<b>Maximum Continuation Period</b>
Temporary lay-off	Three Months
Approved leave of absence	Three Months
Part-time employment	Three Months
Injury or sickness	One Year from the date injury or sickness begins

**Section 5. General Provisions**

**5.1 Entire Contract**

The contract between the parties consists of:

- 1) this policy;
- 2) the application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued;
- 3) the certificate;
- 4) any endorsements, amendments or riders; and
- 5) the applications, if any, of each insured person.

All statements made by the Policyholder and persons insured under the Policy are true and complete to the best of the knowledge and belief of the person(s) making them. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his beneficiary. A copy of any employee's medical applications (if any) will be given to the employee.

**5.2 Enrollment Cards**

Enrollment cards and other information must be received by Kansas City Life within 31 days of the date signed.

### **5.3 Change in the Policy**

No change may be made unless approved in writing by the President; or a Vice President; an Assistant Vice President; a Secretary; or an Assistant Secretary of Kansas City Life. No other person may change or waive any part of the Policy. Any approved change shall be added to the Policy in writing.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects Kansas City Life's liability under the Policy, Kansas City Life may change the Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until Kansas City Life gives the Policyholder 31 days notice.

### **5.4 Certificate**

Kansas City Life will give the Policyholder an individual certificate for each insured employee. The certificate is part of the Policy, and will explain the important features of the Policy.

### **5.5 Data to be Furnished**

The Policyholder will give Kansas City Life all information Kansas City Life needs regarding matters pertaining to the insurance. At any reasonable time while the Policy is in force and for one year after that, Kansas City Life may inspect any of the Policyholder's documents, books, or records, which may affect the insurance, or premiums of this policy.

If the Policyholder gives Kansas City Life any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

### **5.6 Time Limit on Premium Adjustments**

Except for fraud, premium adjustments, refunds or charges:

- 1) will be made for the current policy year; and
- 2) will not cover any period more than 3 months.

### **5.7 Misstatement of Facts**

If relevant facts about any Insured Individual were not accurate:

- 1) an adjustment of premium will be made; and
- 2) the facts will decide whether and in what amount insurance is valid under this policy.

### **5.8 Legal Actions**

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy or more than three years after the proof is due.

### **5.9 Incontestability**

Except for non-payment of premium, the insurance provided by the Policy cannot be contested after a period of 2 years from the date of issue of such insurance.

### **5.10 Assignment**

No assignment of any present or future right or benefit under this policy will bind Kansas City Life without its written consent.

### **5.11 Conformity with State Statutes**

Any provision of this policy that is in conflict with the laws of the state where this policy is located on its effective date is amended, to conform to the minimum requirements of the law.

### **5.12 Agency**

For all purposes of this policy, the Policyholder acts on the Policyholder's own behalf or as agent of the Insured Individual. Under no circumstances will the Policyholder be deemed as the agent of Kansas City Life.

## **Section 6. Claim Provisions**

### **6.1 Filing a Claim**

All claims under this policy are to be filed with Kansas City Life. Kansas City Life will examine, process and pay all claims that Kansas City Life determines are payable under the terms of this policy.

## **6.2 Notice of Claim**

Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. Notice must be given by or on behalf of the Insured Individual to Kansas City Life. Notice must include the name and address of the Insured Individual, group policy number and nature of the loss.

## **6.3 Claim Forms**

Kansas City Life will send the Insured Individual claim forms within 15 days after notice of claim is received. If Kansas City Life does not send the forms within 15 days, the Insured Individual shall be deemed to have complied with the requirements of the Proof of Loss provision upon submitting to Kansas City Life written proof within 90 days from the date of loss.

## **6.4 Proof of Loss**

The Insured Individual has 90 days from the date of loss to file a claim. Kansas City Life will not deny a claim filed after 90 days from the date of loss if the claim is filed as soon as it is reasonably possible and, except in the absence of legal capacity, is filed within one year from the date proof is otherwise required.

## **6.5 Time Payment of Claim**

Benefits for loss covered by this policy will be paid when Kansas City Life receives satisfactory written proof of loss but not more than 30 days after receipt of satisfactory proof of loss.

## **6.6 Claim Denial**

If a claim for benefits is wholly or partly denied, the Insured Individual will be furnished with written notification of the decision. This written decision will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

On any denied claim, the Insured Individual or their representative may appeal to us for a full and fair review. The Insured Individual may:

- 1) request a review upon written application within 60 days of the claim denial;
- 2) review pertinent documents; and
- 3) submit issues and documents in writing.

We will make a decision no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific references to the policy provisions on which the decision is based.

## **6.7 Examination**

Kansas City Life, at its own expense, has the right to have any Insured Individual examined as often as reasonably necessary while a claim is pending.

## **6.8 Claim Review**

The Policyholder (or a designated officer or employee of the Policyholder) is the ""named fiduciary"" for claims review required by the Employee Retirement Income Security Act of 1974.





**GROUP DENTAL INSURANCE POLICY  
NONPARTICIPATING**

If you have any questions concerning this policy or if anyone suggests that you change or replace this policy, please contact your agent or the Home Office of Kansas City Life.



**KANSAS CITY LIFE**  
**INSURANCE COMPANY**

**3520 Broadway  
Kansas City, Missouri 64111**