



KANSAS CITY LIFE INSURANCE COMPANY

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

PRIVACY NOTICE

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

The companies are:

- Kansas City Life Insurance Company, Old American Insurance Company and Grange Life Insurance Company, 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;
- to perform services and transactions you ask for;
- to comply with laws and regulations; and
- as you or your representative approve.

There are federal rules that 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 of Protection Provided By Missouri Life and Health Insurance Guaranty Association

This notice provides a *brief summary* of the Missouri Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Missouri law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Missouri law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs).)

The basic protections provided by the Association are as follows:

- Life Insurance
 - \$300,000 in death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values
- Health Insurance
 - \$500,000 for health benefit plans
 - \$300,000 in disability insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is as follows:

- \$300,000 in aggregate for all types of coverage listed above, with the exception of health benefit plans
- \$500,000 in aggregate for health benefit plans
- \$5,000,000 to one policy owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons

“Health benefit plan” is defined in section 376.718, RSMo.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Missouri law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the basic life insurance policy or annuity contract to which it relates.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association’s website at www.mo-iga.org, or contact:

Missouri Life and Health Insurance
Guaranty Association
630 Bolivar Street, Suite 204
Jefferson City, MO 65101
Ph: 573-634-8455
Fax: 573-634-8488

Missouri Department of Commerce and Insurance
301 West High Street, Room 530
Jefferson City, MO 65101
Ph: 573-522-6115

Insurance companies and agents are not allowed by Missouri law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance
M189

company, you should not rely on Association coverage. If there is any inconsistency between this notice and Missouri law, then Missouri law will control.

Internal Grievance Procedures for Group Dental and Vision Care Plans

**Kansas City Life Insurance Company
3520 Broadway, P.O. Box 219425, Kansas City, MO 64121-9425**

***Person responsible for administering grievance system:*
Manager, Group Claims Department**

***Person responsible for receiving complaints:*
Manager – Dental/Vision Claims, Group Claims Department
3520 Broadway, P.O. Box 219425, Kansas City, MO 64121-9425
1-800-874-5254**

Kansas City Life Insurance Company has established procedures to allow you to file grievances with the Company and to seek a review of the Company's decision with respect to grievances. This document describes the grievance procedures that are available to you. This document forms a part of the policy or certificate to which it is attached.

You have the right to contact the Missouri Department of Commerce and Insurance for assistance at any time.

Missouri Department of Commerce and Insurance
Consumer Affairs Division
P.O. Box 690
Jefferson City, Missouri 65102-0690
The Insurance Consumer Hotline is: 1-800-726-7390

A Covered Person/Insured Individual, that person's authorized representative, or a provider acting on that person's behalf may file a grievance with Kansas City Life on a group dental plan or group vision care plan. "Grievance" means a written complaint submitted by or on behalf of a Covered Person/Insured Individual regarding (1) the availability, delivery, or quality of health care services, including a complaint regarding an adverse determination made pursuant to utilization review; (2) claims payment, handling, or reimbursement for health care services; or (3) matters pertaining to the contractual relationship between a Covered Person/Insured Individual and Kansas City Life.

First-Level Grievance Review

Within ten working days of receipt of a grievance, Kansas City Life will mail a written acknowledgment to the Covered Person/Insured Individual or that person's authorized representative confirming receipt of the grievance. If a grievance is filed by an authorized representative or a provider acting on the Covered Person/Insured Individual's behalf, Kansas City Life will process the grievance without written authorization unless the acknowledgement of receipt specifically states that a written authorization is required and an authorization form is provided with the acknowledgement. The acknowledgment will include a notice that health care information may be disclosed to the authorized representative only if permitted by law. The acknowledgment will also state that unless otherwise permitted by applicable law, including HIPPA, an informed consent form is required. A consent form will be provided with the acknowledgment.

Kansas City Life will make a full investigation of the grievance within twenty working days after receipt of the grievance, unless the investigation cannot be completed within this time. If the investigation cannot be completed within twenty working days after receipt of the grievance, the Covered Person/Insured Individual will be notified in writing on or before the twentieth working day and the investigation will be completed within thirty working days thereafter. The notice will set forth the specific reasons for which additional time is needed for the investigation.

Within five working days after the investigation is completed, someone not involved in the circumstance giving rise to the grievance or its investigation will decide upon the appropriate resolution of the grievance and notify the Covered Person/Insured Individual in writing of Kansas City Life's decision regarding the grievance and of the right to file an appeal for a second-level review.

Within fifteen working days after the investigation is completed, Kansas City Life will notify the person who submitted the grievance of Kansas City Life's resolution of the grievance, if the person who submitted the grievance is other than the Covered Person/Insured Individual who has already received notice.

Second-Level Grievance Review

Upon receipt of a request for second-level review, Kansas City Life will submit the grievance to a grievance advisory panel consisting of other Covered Persons/Insured Individuals and representatives of Kansas City Life that were

not involved in the circumstance giving rise to the grievance or in any subsequent investigation or determination of the grievance.

Review by the grievance advisory panel will follow the same time frames as a first-level review, except in the case of a grievance involving a situation where the time frame of the standard grievance procedures would seriously jeopardize the life or health of a Covered Person/Insured Individual or would jeopardize that person's ability to regain maximum function. Any decision of the grievance advisory panel will include notice of the Covered Person/Insured Individual's rights, or Kansas City Life's rights, or the plan sponsor's rights to file an appeal of the grievance advisory panel's decision with the Director of the Missouri Department of Commerce and Insurance. The notice of decision will include the toll-free telephone number and address of the Director's office.

Where the grievance involves an adverse determination and the grievance advisory panel makes a preliminary decision that the determination should be upheld, Kansas City Life will submit the grievance for review to two independent clinical peers in the same or similar specialty as would typically manage the case being reviewed who were not involved in the circumstances giving rise to the grievance or in any subsequent investigation or determination of the grievance. If both independent reviews concur with the grievance advisory panel's preliminary decision, the panel's decision will stand. If both independent reviewers disagree with the grievance advisory panel's preliminary decision, the adverse determination will be overturned. If one of the two independent reviewers disagrees with the grievance advisory panel's preliminary decision, the panel will reconvene and make a final decision in its discretion.

Expedited Review

If the time frame of the standard grievance procedures would seriously jeopardize the life or health of a Covered Person/Insured Individual or would jeopardize that person's ability to regain maximum function, an expedited review may be requested. A request for an expedited review may be submitted orally or in writing, however, the request shall not be considered a grievance unless the request is submitted in writing. Expedited review procedures will be available to a Covered Person/Insured Individual, that person's authorized representative, or a provider acting on that person's behalf.

Kansas City Life will notify a Covered Person/Insured Individual within 72 hours after receiving a request for an expedited review of Kansas City Life's determination and will provide written confirmation of the decision covering an expedited review within three working days of providing notification of the determination.

Utilization Review Procedures for Group Dental Care Plans

**Kansas City Life Insurance Company
3520 Broadway, P.O. Box 219425, Kansas City, MO 64121-9425**

Kansas City Life Insurance Company has established procedures to allow you to seek a review of the Company's decision with respect to claims. This document describes the utilization review process that is available to you. This document forms a part of the policy or certificate to which it is attached.

Requests for utilization review can be made by calling 800-875-5254, ext. 6045.

Adverse determination means a determination by the Company or its utilization review entity that a health care service furnished or proposed to be furnished to an enrollee has been reviewed and, based upon the information provided, does not meet the Company's or utilization review entity's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness, or are experimental or investigational, and the payment for the requested service is therefore denied, reduced, or terminated.

Concurrent review means utilization review conducted during a patient's course of treatment.

Enrollee means a policyholder or other covered individual under a policy or certificate issued by the Company.

Retrospective review means utilization review of medical necessity that is conducted after services have been provided to a patient but does not include the review of a claim that is limited to an evaluation of reimbursement levels, veracity of documentation, accuracy of coding, or adjudication for payment.

Utilization review means a set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures, or settings. Techniques may include ambulatory review, prior authorization review, second opinion, certification, concurrent review, case management, discharge planning, or retrospective review. Utilization review shall not include elective requests for clarification of coverage.

Proposed Procedures or Services

If review is requested for proposed procedures or services, an initial determination will be made within 36 hours, which will include one working day, of obtaining all necessary information regarding a proposed procedure or service. Review of proposed procedures or services is not required.

In the case of a determination to certify a procedure or service, the provider rendering the service will be notified by telephone or electronically within 24 hours of the making of the certification. Written or electronic confirmation of a telephone or electronic notification will be made to the enrollee and to the provider within two working days of the making of the certification.

In the case of an adverse determination, the provider rendering the service will be notified by telephone or electronically within 24 hours of the making of the adverse determination. Written or electronic confirmation of a telephone or electronic notification will be made to the enrollee and to the provider within one working day of the making of the adverse determination.

Concurrent Reviews

Concurrent review determinations will be made within one working day of obtaining all necessary information.

In the case of a determination to certify additional services, the provider rendering the service will be notified by telephone or electronically within one working day of the making of the certification. Written or electronic confirmation of the certification will be made to the enrollee and to the provider within one working day after telephone or electronic notification. The written notification will include the next review date, the service(s) approved, and the date of initiation of services.

In the case of an adverse determination, the provider rendering the service will be notified by telephone or electronically within 24 hours of the making of the adverse determination. Written or electronic notification will be made to the enrollee and to the provider within one working day of the telephone or electronic notification. The service shall be continued without liability to the enrollee until the enrollee has been notified of the determination.

Retrospective Reviews

For retrospective review determinations, a determination will be made within 30 working days of receiving all necessary information. Notice in writing of the determination will be provided to an enrollee within 10 working days of the making of the determination. A written notification of an adverse determination will include the principal reason or reasons for the determination, including the clinical rationale, and the instructions for initiating an appeal or reconsideration of the determination. The clinical rationale for an adverse determination, including the clinical review criteria used to make that determination, will be provided in writing to the provider and to any party who received notice of the adverse determination.



**KANSAS CITY LIFE
INSURANCE COMPANY**

**Group Dental Insurance Policy
Nonparticipating**

POLICYHOLDER

Tiger Waterfront Products, LLC

JURISDICTION OF ISSUE

Missouri

POLICY NUMBER

28058

POLICY EFFECTIVE DATE

January 1, 2024

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 Vice Chairman

READ THIS POLICY CAREFULLY

GUIDE TO POLICY PROVISIONS

Schedule of Benefits.....	3
Section 1. Definition of Certain Terms.....	5
Section 2. Benefit Provisions.....	5
Section 3. Premium Provisions.....	6
Section 4. Termination Provisions.....	6
Section 5. General Provisions.....	7
5.1 Entire Contract.....	7
5.2 Enrollment Cards.....	8
5.3 Change in the Policy.....	8
5.4 Certificate.....	8
5.5 Data to be Furnished.....	8
5.6 Time Limit on Premium Adjustments.....	8
5.7 Misstatement of Facts.....	8
5.8 Legal Actions.....	8
5.9 Incontestability.....	8
5.10 Assignment.....	8
5.11 Conformity with State Statutes.....	8
5.12 Agency.....	8
Section 6. Claim Provisions.....	9

Schedule of Benefits

POLICYHOLDER
Tiger Waterfront Products, LLC

GROUP NUMBER
28058

EMPLOYER
Tiger Waterfront Products, LLC

SUBSIDIARIES, DIVISIONS, OR AFFILIATES
None

Classes of Eligible Individuals:

Class 1: All full-time active Employees working 30.0 hours or more per week who are legal residents or citizens of the U.S., excluding temporary and seasonal employees.

Probationary Waiting Period:

Current Individuals: 90 days

New Individuals: 90 days

Class 1:

Employee contribution is required for Insured Individual and required for insured dependents.

Employees with contributory coverage have 31 days to enroll for coverage after serving the probationary waiting period before being considered a late applicant.

Late Applicant Provision Waived During Open Enrollment: Yes

Annual Open Enrollment Period: December 1 through December 31 with changes implemented on January 1

Participation Requirement:

Minimum Requirement – 25%

Minimum Number of Lives – 10 Employees

Schedule of Benefits

	<u>Participating Provider</u>	<u>Non-Participating Provider</u>
<u>Calendar Year Deductible</u>		
Individual Type 1 (Preventive)	\$0	\$0
Individual Types 2 & 3 (Basic & Major)	\$50	\$50
Individual Type 4 (Orthodontia) for Children under age 19	\$0	\$0
Family Deductible Maximum	3 x Individual	3 x Individual
<u>Coinsurance</u>		
	MAC*	UCR**
Type 1 (Preventive)	100%	100%
Type 2 (Basic)	80%	80%
Type 3 (Major)	50%	50%
Type 4 (Orthodontia) for Children under age 19	50%	50%
<u>Maximums</u>		
Types 1, 2, 3 Calendar Year Maximum	\$5,000	\$5,000
Type 4 Lifetime Maximum for Children under age 19	\$2,500	\$2,500
<u>Benefit Waiting Periods</u>		
Type 1 (Preventive)	0 months	0 months
Type 2 (Basic)	0 months	0 months
Type 3 (Major)	0 months	0 months
Type 4 (Orthodontia) for Children under age 19	0 months	0 months

Provisions for Current Insured Individuals are provided. Previous carrier - Humana

*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 with the Employer 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. Eligible employees do not include temporary, leased, or seasonal employees.

1.3 Benefit Waiting Period

The amount of time you or your dependent(s) 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, Kansas City, Missouri 64111, 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

A date established and agreed to by the Policyholder and Us 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 date 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;
- 5) the date that the Insured Individual ceases to be actively-at-work as a full-time employee of the Policyholder;
- 6) the date that the Insured Individual's dependents cease to be eligible;
- 7) the date on which the Insured Individual or the Insured Individual's dependent enters the Armed Forces, other than for reserve duty of 30 days or less.

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.

For Absence Due To:	Maximum Continuation Period
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 shall be deemed representations and not warranties and 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 or her 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;
- 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 two 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 can send Kansas City Life written proof of loss within the time limit stated in the Proof of Loss provision.

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 it was not reasonably possible to furnish proof of loss within such time and 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 of 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 180 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 the Company.



**3520 Broadway
Kansas City, Missouri 64111**