



## **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 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, Grange Life 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;
- 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.

The basic protections provided by the Association are as follows:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender and withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical, and surgical insurance benefits
  - \$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 withdrawal and cash 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 basic hospital, medical, and surgical insurance or major medical insurance
- \$500,000 in aggregate for basic hospital, medical, and surgical insurance or major medical insurance
- \$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

*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.

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](http://www.mo-iga.org), or contact:

Missouri Life and Health Insurance  
Guaranty Association  
994 Diamond Ridge, Suite 102  
Jefferson City, Missouri 65109  
Ph: 573-634-8455  
Fax: 573-634-8488

Missouri Department of Insurance, Financial  
Institutions and Professional Registration  
301 West High Street, Room 530  
Jefferson City, Missouri 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. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Missouri law, then Missouri law will control.





**KANSAS CITY LIFE  
INSURANCE COMPANY**

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**Group Vision Insurance Policy  
Nonparticipating**

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**POLICYHOLDER**

Tiger Waterfront Products, LLC

**JURISDICTION OF ISSUE**

Missouri

**POLICY NUMBER**

GV-25058

**POLICY EFFECTIVE DATE**

January 1, 2024

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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 Vice Chairman

**READ THIS POLICY CAREFULLY**

**GUIDE TO POLICY PROVISIONS**

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## Section 1. Policy Data

**Policyholder**  
Tiger Waterfront Products, LLC

**Subsidiaries, Divisions or Affiliates**  
None

**Group Number**  
GV-25058

### **Classes of Eligible Individuals**

All full-time employees in active employment in the United States with the Employer working a minimum of 30 hours per week.

You must be an Employee of the Employer in an eligible class.

Temporary and seasonal workers are excluded from coverage. Persons who are not legal residents or citizens of the United States are not eligible for coverage.

### **Probationary Waiting Period:**

**Current Individuals** (For Employees hired on or before the policy effective date): 90 Days

**New Individuals** (For Employees hired after the policy effective date): 90 Days

### **Employee Contribution:**

**Insured Individual** - Employee contribution is required

**Insured Dependent(s)** – Employee contribution is required

**Annual Enrollment Period:** December 1 through December 31, effective January 1.

### **Minimum Participation Requirement:**

Minimum Number of Lives – 2 employees

## Section 2. Definition of Certain Terms

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

### 2.1 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.

### 2.2 Active Full-time Employee

An employee who works the minimum number of regularly scheduled hours for the Employer indicated in Section 1. Policy Data. An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer. Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.

### 2.3 Certificate

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

### 2.4 Contributory Insurance

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

### 2.5 Eligibility Date

The date a full-time employee in an eligible class satisfies the probationary waiting period shown in Section 1. Policy Data.

### 2.6 Insured Individual

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

### 2.7 Insured Dependent

A Spouse or Child(ren) whose insurance is in force under the terms of this policy.

### 2.8 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.

### 2.9 New Individual

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

### 2.10 Non-Contributory Insurance

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

### 2.11 Policy Anniversary Date

The date established and agreed to by the Policyholder and Us, from which policy months, years, and anniversaries are computed.

### 2.12 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.

### 2.13 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 Section 1. Policy Data.

### 2.14 We, Us and Our

Kansas City Life Insurance Company also referred to as Kansas City Life.

## **Section 3. Benefit Provisions**

### **3.1 The Benefit**

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

## **Section 4. Premium Provisions**

### **4.1 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.

### **4.2 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.

### **4.3 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 24 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.

### **4.4 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.

### **4.5 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 5. Termination Provisions

### 5.1 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.

### 5.2 Termination by the Policyholder

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

### 5.3 Termination by the Company

Kansas City Life reserves the right to terminate this policy:

- 1) if the participation requirements in Section 1. Policy Data are not maintained;
- 2) at any time by giving written notice to the Policyholder at least 31 days in advance;
- 3) if the Policyholder does not promptly report to Us the names of any persons who are added or deleted from the eligible class(es); or
- 4) if We determine that there is a significant change in the size, occupation, or age of the eligible class(es) as a result of a corporate transaction, such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its persons.

Except for non-payment of premium or the failure of the Policyholder to meet continued underwriting standards, the Company will not terminate the policy prior to the first anniversary date of the effective date of the policy. The Company will give written notice of termination to the Policyholder at least 31 days in advance unless the Policyholder and the Company both agree otherwise in writing.

### 5.4 Termination of Insured Individual's Insurance

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 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 date the Insured Individual ceases to be actively-at-work as a full-time employee of the Policyholder except as provided under a covered leave of absence or temporary layoff.

### 5.5 Continuing Insurance on Insured Individuals Absent from Work

If an Insured Individual is absent from work because of a leave of absence as described under the Family and Medical Leave Act of 1993 (FMLA) or applicable state family and medical leave law (State FML) and the Employer's Human Resource policy provides for continuation of vision coverage during a FMLA or State FML leave of absence, the coverage will be continued until the end of the later of:

- 1) the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
- 2) the leave period permitted by applicable state law.

If an Insured Individual is absent from work because of a leave of absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, the coverage may be continued until the end of the later of:

- 1) the length of time the coverage may be continued for a FMLA or State FML leave of absence; or
- 2) the length of time the coverage may be continued for a leave of absence other than a FMLA or State FML leave of absence.

If this policy requires an Insured Individual to be actively-at-work, and an Insured Individual is absent from work because of a temporary lay-off 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:**

Temporary lay-off

**Maximum Continuation Period**

One Month

## Section 6. General Provisions

### 6.1 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) any individual applications.

Further in regard to applications:

- 1) statements made are representations not warranties;
- 2) no statement made in applying for this policy will make it void unless it is in a written application; and
- 3) no statement made by an individual in applying for insurance coverage under this policy will reduce benefits or be used as a defense unless it is in a written and signed application.

### 6.2 Enrollment Forms

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

### 6.3 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 on the later of: the date of the change to the state or federal law or the date approved by the Missouri Department of Insurance;
- 2) will not be made until Kansas City Life gives the Policyholder 31 days notice.

### 6.4 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.

### 6.5 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.

### 6.6 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.

### **6.7 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.

### **6.8 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.

### **6.9 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. No statement made by any person covered under the policy relating to insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by the person making such statement.

### **6.10 Assignment**

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

### **6.11 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.

### **6.12 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 7. Claim Provisions**

### **7.1 Filing a Claim**

Claims under this policy may be submitted by mailing the completed claim form along with any requested information to Us. We will examine, process and pay all claims that We determine are payable under the terms of this policy.

### **7.2 Notice of Claim**

Written notice of claim must be given within 180 days after the incurred date of the Covered Vision Expense or as soon as reasonably possible. Notice must include the name and address of the Covered Person, group policy number and nature of the loss. If an In-Network Provider is used, notice of claim will be given to Us directly by the Provider on behalf of the Covered Person. Failure to give notice of claim within such time shall not invalidate nor reduce any claim if it was not reasonably possible to give notice of claim within such time and that notice was given as soon as reasonably possible.

### **7.3 Claim Forms**

We will send the Insured Individual claim forms within 15 days after notice of claim is received. If We do 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 Us written proof within 90 days from the date of loss.

### **7.4 Proof of Loss**

The Insured Individual has 180 days from the date of loss to file a claim. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and, in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

### **7.5 Time Payment of Claim**

Benefits for loss covered by this policy will be paid when We receive proof of loss but not more than 30 days after receipt of proof of loss.

### **7.6 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.

### **7.7 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 VISION 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**