

THIS IS A NON-PARTICIPATING GROUP DENTAL INSURANCE POLICY

Group Policy Number: 670070
Issued To: SAINT MARYS COLLEGE
Effective Date: 11/01/2006

This Policy is delivered in and governed by the laws of: Indiana

HUMANADENTAL INSURANCE COMPANY, GREEN BAY, WISCONSIN, (hereafter called the Insurer) agrees, subject to all terms and provisions of the Policy, to pay benefits as described in the Employee's Certificate of Insurance, incorporated by reference herein with respect to each Covered Person under the Policy.

The Policy is issued in consideration of the application of the Policyholder, a copy of which is attached and made part of the Policy, and such Policyholder's payment of premiums as provided and insured under the Policy.

The Policy and the insurance it provides become effective at 12:01 A.M. (Standard Time) of the effective date stated above. The Policy and the insurance it provides terminates at 12:01 A.M. (Standard Time) of the date of termination. The provisions stated above and on the following pages are part of the Policy.

IN WITNESS WHEREOF HumanaDental Insurance Company has caused this Policy to be issued at the address of the Policyholder, as of the policy effective date.



GERALD L. GANONI
PRESIDENT

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Benefits

The benefits applicable to the Employee's Group Insurance Plan are the benefits specified in the Employer Group Application and approved by the Insurer, shown in the Certificate of Insurance, incorporated by reference herein.

Increases or decreases in amounts of individual employee's insurance

The Policyholder may elect that increases or decreases as specified below will be effective on the first day of the calendar month coinciding with or next following the increase or decrease, or on an immediate basis. Such election may be made on the Employer Group Application at the time the Employer becomes the Policyholder, or at such later date as may be agreed to in writing by the Insurer.

Individual employee's changes resulting in an increase in insurance under the policy

1. Any Employee's change resulting in an increase in that Employee's amount of insurance under the Policy will, subject to provision #2 or #3 below, become effective on the date of change. An increase will apply to covered conditions occurring on or after the effective date of the increase. The Insurer must be notified of the change no more than 31 days following the date of change. If the Insurer is not notified within 31 days of the date of change, any additional or increased insurance will become effective on the date the Insurer receives written notification and approves the change.
2. If an Employee is NOT in Active Status on the date an increase in the amount of insurance is to become effective, the effective date of the increase will be deferred until the date next following the date the Employee returns to Active Status.
3. If a Retired Employee is Totally Disabled on the date an increase in the amount of insurance is to become effective, the effective date will be deferred until the date the Retired Employee is no longer Totally Disabled.

Individual covered person's changes resulting in a decrease in insurance under the policy

4. Any change resulting in a decrease in any Covered Person's amount of insurance under the Policy will become effective on the date the Insurer approves the change. However, no such decrease will act to prejudice any existing claim incurred prior to the date of the change.

Selection

Amounts of insurance provided by the Policy are available only on a basis which precludes individual selection.

Definitions

The Insurer shall apply the terms and meanings shown below wherever used in the Policy to determine the intent and administration of insurance benefits.

Covered dependent

Covered Dependent means a Dependent whose coverage under the Policy is in effect in accordance with the "Requirements for Insurance Coverage" provisions of the Policy.

Covered person

Covered Person means the Employee and/or the Employee's Covered Dependent(s).

Insurer

Insurer means the Insurance Company as stated on the Policy face page. The Insurer in its capacity as claims administrator has authority to make claim determination as described in section 503 of ERISA. The Insurer shall make final decisions under the Policy or Group Plan with respect to determining eligibility for coverage and paying claims for benefits, including appeals of denied claims. As claims administrator, the Insurer shall have full and exclusive discretionary authority to:

1. Interpret the Policy or Group Plan provisions;
2. Make decisions regarding eligibility for coverage and benefits; and
3. Resolve factual questions relating to coverage and benefits.

This in no way negates any appeal rights the insured may have.

Policyholder

The legal entity named as the Policyholder on the Face Page of this Policy.

Subsidiaries or affiliates

Any Employer which is a subsidiary or affiliate of the Policyholder is eligible under the Policyholder's Group Insurance Plan provided under the Policy if the following conditions are met:

1. The subsidiary or affiliate has been approved for coverage under the Policy, in writing, by both the Policyholder and the Insurer;
2. The legal relationship between the Policyholder and the subsidiary or affiliate is in conformity with all applicable laws of the state in which the Policyholder is organized;
3. The subsidiary or affiliate is listed in the Employer Group Application of the Policyholder, or in any amendment thereto.

An Employee of such a subsidiary or affiliate of the Policyholder shall be considered to be an Employee of the Policyholder.

A subsidiary or affiliate of the Policyholder shall cease to be eligible in the Policyholder's Group Insurance Plan provided under the Policy on the earliest of the following:

1. The date the legal relationship between the Policyholder and the subsidiary or affiliate is no longer in conformity with all applicable laws of the state in which the Policyholder is located;
2. The date the Policy terminates; or
3. The date the Policyholder's written notice of its intent to terminate the participation of the subsidiary or affiliate is received by the Insurer, or on any later date as may be stated in such notice.

The insurance of any Employee of a subsidiary or affiliate of the Policyholder, and the insurance of such Employee's Covered Dependents, shall immediately terminate on the date the subsidiary or affiliate ceases participation in the Policyholder's Group Insurance Plan.

Requirements for insurance coverage

THE FOLLOWING PROVISIONS APPLY TO THE PLAN OF BENEFITS AS REQUESTED ON THE EMPLOYER GROUP APPLICATION BY THE POLICYHOLDER.

Eligibility

The Policyholder must indicate eligible classes of Covered Persons under the Policy as defined below:

1. The Policyholder will indicate Employee classes which are eligible for insurance under the Policyholder's Plan in the Employer Group Application. Regular active full-time Employees, if employed by the Policyholder and paid a reasonable salary or wage, are in an eligible class. The eligible class may also include actively employed proprietors, partners, corporate officers and directors.
2. The Policyholder's Group Insurance Plan may provide coverage for active full-time or retired Employees and/or Dependents of active, full-time or retired Employees. The Retiree Class will be eligible only if the Policyholder has 26 or more eligible full-time Employees in an Active Status. No part-time or temporarily employed person may be included in an eligible class, unless the Policyholder's Employer Group Application makes specific reference that part-time or temporarily employed persons are included and is approved by the Insurer.
3. No Dependent may be included in an eligible class unless the Dependent's parent or spouse is an Employee covered under the Policy.

Date eligible

The Policyholder's Group Insurance Plan may provide one of the following as the Date Eligible for Employees, or Employees and Dependents as provided by the Policy. The Date Eligible must be elected by the Policyholder in the Employer's Group Application.

Immediate date eligible

1. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this policy will be eligible under the Policy on that date, provided the Employee has completed any required Waiting period indicated on the Employer Group Application.
2. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this Policy, and who had partially satisfied the required Waiting Period prior to the Policyholder's effective date under the Policy, will be eligible for insurance under the Policy on the first day after completion of the Waiting Period.

3. Each Employee who enters an Eligible Class and who is in Active Status AFTER the date the Employer becomes the Policyholder, will be eligible for coverage:
 - On the day immediately following completion of any required Waiting Period; or
 - On the Employee's date of employment, if a Waiting Period is not required.

Deferred date eligible

1. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this Policy will be eligible under the Policy on that date, provided the Employee has completed any required Waiting Period indicated on the Employer Group Application.
2. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this Policy, and who had partially satisfied the required Waiting Period prior to the effective date of this Policy, will be eligible under the Policy on the first day of the calendar month coinciding with or next following the date of completion of the Waiting Period.
3. Each Employee who enters an Eligible Class AFTER the effective date of this Policy will be eligible under the Policy on the first day of the calendar month coinciding with or next following:
 - Completion of any required Waiting Period; or
 - The Employee's date of employment, if a Waiting Period is not required.

Effective date

The Effective date provision for Employee's of the Policyholder is stated in the Employer Group Application. It may be immediately following or the first of the month following completion of the Waiting Period, if any, or if the Employee is a Late Applicant, the date approved by the Insurer; but in no event will the Employee's Effective Date be prior to the date that Employee's enrollment forms are received by the Insurer. The Employee must enroll on forms furnished and accepted by the Insurer.

If an Employee is not in Active Status on the effective date shown on the Employee's Schedule of Benefits, the Delayed Effective Date Provision applies.

1. Each Employee must request insurance coverage for him or herself and, if so desired, for eligible Dependents.
2. If the request for insurance is submitted to and approved by the Insurer BEFORE the Employee's and/or Dependent's eligibility date, insurance will become effective on the Eligibility Date.
3. If the request for insurance is submitted to and approved by the Insurer AFTER the Eligibility Date, but within thirty-one days after Employee's and/or Dependent's Eligibility Date, insurance will become effective on:
 - The date the enrollment form is received by the Insurer, if the Insurer has agreed with the Policyholder to make coverage effective on an Immediate Date Eligible basis; or
 - The first day of the calendar month coinciding with or next following the date the Insurer approves coverage, if the Insurer has agreed with the Policyholder to make coverage effective on a Deferred Date Eligible basis.

4. If the request for insurance is submitted to the Insurer MORE THAN thirty-one days after the Employee's or eligible Dependent's Eligibility Date, the Employee or Dependent is a Late Applicant. The Effective Date of Insurance will be the date designated by the Insurer.

Termination of insurance

Termination of the Covered Person's insurance will occur on the first day of the calendar month following the date the first of the following events occurs with respect to the Policyholder's Group Insurance Plan.

1. The Policyholder no longer satisfies the minimum Underwriting and Participation Requirements of the Insurer, as specified on the Employer Group application.

The Insurer reserves the right to waive or modify the Underwriting and Participation Requirements.

2. The Policyholder, acting with the knowledge and written consent of the Insurer, deletes an Optional Benefit under the policy from the Policyholder's Group Insurance Plan. Termination will occur with respect to such deleted Optional Benefit Coverage.
3. The Policyholder, acting with the knowledge and written consent of the Insurer, deletes an eligible class of Covered Persons from the Policyholder's Group Insurance Plan. Termination will occur only with respect to Covered Persons included in the terminated class.
4. The Policyholder fails to remit premium when due, except that coverage is continued during the Grace Period applicable to the due but unpaid premium. The Policyholder will be required to pay premium for the grace period.
5. The Policyholder may terminate this Policy by giving written notice to the Insurer not later than thirty days prior to the desired termination date.
6. The Policyholder may, with the consent of the Insurer, terminate participation under any provisions of the Policy. Termination will occur on a date mutually agreeable to the Policyholder and the Insurer.
7. The Insurer may terminate this Policy by giving written notice to the Policyholder not later than thirty-one days prior to the termination date. Termination will not prejudice a claim incurred prior to the termination date.

Upon termination of this Policy, it is the Policyholder's responsibility to notify all Employees insured under this Policy of such termination. If a Policyholder requires contributions toward the payment of insurance premiums from the Employees covered through the Employer, the Policyholder is obligated to refund to the Employees the portion of the contribution, if any, which the Policyholder collected for any period of time following the termination of the Policy.

General provisions

Entire contract

The Policy, Employer Group Application of the Policyholder, and individual applications constitute the entire contract between parties.

All statements made by the Policyholder or by any Covered Person will be deemed representations and not warranties.

Certificates

The Insurer will issue to the Policyholder, for delivery to each covered Employee, an individual certificate setting forth a statement of the insurance protection to which the Employee is entitled, to whom benefits are payable under the Policy.

Information to be furnished

The Policyholder will furnish the Insurer information required to enable the Insurer to administer the provisions of the Policy and to determine the premiums to be charged. All of the Policyholder's records which have a bearing on the insurance provided under the Policy will be available for inspection by the Insurer when and as often as required.

Modification of policy

1. This Policy may be modified at anytime by written agreement between the Insurer and the Policyholder without consent of any Employee or Beneficiary.
2. This Policy may also be amended by the Insurer at anytime without the consent of the Policyholder. The Policyholder will be notified of such amendment, in writing, at least thirty-one days prior to its effective date. Payment of premium beyond the effective date of the endorsement constitutes the Policyholder's consent to amendment.
3. No modification will be valid unless approved by the President, Vice-President, Secretary, or other authorized officer of the Insurer.
4. No agent has authority to modify the Policy or waive any of the Policy provisions, to extend time for premium payment, or bind the Insurer by making any promise or representation.

Sequence of the policy

The Policy follows a letter-number sequence. It is not necessary that the Policy include all letters or numbers in complete sequence to be correct.

Premiums

Premium rate change

The Policy premiums will be calculated as specified in the "Premium Computation" section below. The Insurer reserves the right to change any premium rate when the:

1. Terms of the Policy are changed;
2. Policyholder changes the terms of this Policy with the written consent of the Insurer; or
3. Insurer provides written notice to the Policyholder that rates are to be changed not later than thirty-one days prior to the change in premiums.

Premium computation

1. The first premium is due on this Policy's effective date. Subsequent premiums are due on the first day of each calendar month thereafter. The required premium due on each premium due date is the sum of the premiums for all covered Employees under this Policy. All premiums are payable to the Insurer at the Insurer's address.
2. If an individual's insurance coverage or policy benefits are modified other than on a premium due date, the change in premium resulting from the modification will become effective as follows:
 - Group with 2 – 99 eligible employees the change in premium will be effective on the date the change in coverage becomes effective.
 - Group with over 99 eligible employees:
 - If the change is effective on or before the 15th of the month, the change in premium will be effective on the first of the month during which the change in coverage is effective;
 - If the change is effective after the 15th of the month, the change in premium will be effective on the first of the month following the effective date of change in coverage.

To determine the applicable employer group size for premium changes please reference the Small Employer definition on the Employer Group Application.

3. If premiums are due for the Insurer or premium refunds are due for the Policyholder or Employee as a result of clerical error in the reporting of data to the Insurer, all premiums or refunds will be calculated at the current rate of premium payment.

The effective date of a change in premium will only vary from the above upon mutual written agreement between the policyholder and us.

Grace period

A grace period of thirty-one days will be allowed to the Policyholder for the payment of each required premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31 day grace period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

Unpaid premium

Any premium due and unpaid or covered by any note or written order may be deducted from the claim payment of an eligible claim under the Policy.

Return of premium

1. During the initial two years of coverage, the Insurer reserves the right to rescind coverage, unless prohibited by applicable law, on one or all Employees due to misrepresentation or fraud on the Employer Group Application, the Employee Enrollment Form, or any other enrollment form, if such representation materially affected the acceptance of the risk.
2. If on the date coverage is rescinded no dental claims have been paid under the Policy, the Insurer will return to the Policyholder or Employee all premiums paid for such coverage.
3. If on the date coverage is rescinded dental claims have been paid under the Policy, the Insurer reserves the right to deduct an amount equal to the amount of such dental claims paid from the premiums returned to the Policyholder or Employee.