

SERFF Tracking Number:	UCIN-125876245	State:	Arkansas
Filing Company:	United Concordia Insurance Company	State Tracking Number:	40704
Company Tracking Number:	AR/UCIC/001-08		
TOI:	H10G Group Health - Dental	Sub-TOI:	H10G.000 Health - Dental
Product Name:	Employer Paid and Group Direct Pay		
Project Name/Number:	Phase VI/AR/UCIC/001-08		

## Filing at a Glance

Company: United Concordia Insurance Company

Product Name: Employer Paid and Group Direct Pay      SERFF Tr Num: UCIN-125876245      State: ArkansasLH

TOI: H10G Group Health - Dental	SERFF Status: Closed	State Tr Num: 40704
Sub-TOI: H10G.000 Health - Dental	Co Tr Num: AR/UCIC/001-08	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Rosalind Minor
	Authors: Debra Schenk, Sheila Fetterhoff, Michelle Shutt, Amy Stephenson	Disposition Date: 10/28/2008
	Date Submitted: 10/28/2008	Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Phase VI  
 Project Number: AR/UCIC/001-08  
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed  
 Date Approved in Domicile:  
 Domicile Status Comments: Arizona is the state of domicile and does not have filing submission requirements.

Explanation for Combination/Other:  
 Submission Type: New Submission  
 Overall Rate Impact:

Market Type: Group  
 Group Market Size: Small and Large  
 Group Market Type: Employer, Association, Trust

Filing Status Changed: 10/28/2008  
 State Status Changed: 10/28/2008  
 Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

United Concordia Insurance Company, (UCIC), a life, accident and health insurer, is submitting this filing for approval. The filing introduces updated group policy forms, group policy addendum, and a new rider. UCIC markets only group

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dental insurance products.

This filing contains:

#### Group Policies:

This filing contains group policies, 9802L (11/07) and 9802 (11/07). Group Policy, 9802L (11/07), along with the Schedule of Premium, 9802 (11/07) SP-1, will be used for large group customers and replaces 9802L (06/01), and Schedule of Premium, 9802 (06/01) SP-1, both approved 09/24/2001. Group Policy, 9802 (11/07), will be issued to small group customers and replaces 9802 (06/01), approved 09/24/2001. Additionally, we withdraw Group Policy Addendum, ARAD 9802 (06/01), approved 09/24/2001, to eliminate duplication of the provisions included in the Certificate of Insurance which is made part of the Group Policy.

#### Reimbursement Addendum:

The Reimbursement Addendum, REIM-ADD 9802 (11/07), is an addendum to the Group Policy and Certificate of Insurance. The new addendum will be issued to employer-paid and direct pay groups to describe the reimbursement levels used to determine claim payments.

#### Rider:

The Waiting Period Waiver Rider to the Schedule of Benefits, R-WPW (03/08), implements conditions when a waiting period on benefits shown on the Schedule of Benefits will not be applied when proof of prior coverage is supplied. It will be used for employer-paid and direct pay group customers.

#### Variations:

The bracketed language in all forms represents variables which allow customization for customer and market needs. A Statement of Variability for the bracketed language is provided for informational purposes.

## Company and Contact

### Filing Contact Information

Debra Schenk, Product Compliance

ucdoicorro@ucci.com

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Product Name: Employer Paid and Group Direct Pay  
Project Name/Number: Phase VI/AR/UCIC/001-08

**Coordinator**

4401 Deer Path Road (800) 929-0538 [Phone]  
Harrisburg, PA 17110 (717) 260-6888[FAX]

**Filing Company Information**

United Concordia Insurance Company CoCode: 85766 State of Domicile: Arizona  
4401 Deer Path Road Group Code: 812 Company Type: LAH  
Harrisburg, PA 17110 Group Name: Highmark State ID Number:  
(800) 929-0538 ext. 57225[Phone] FEIN Number: 86-0307623  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Form filing fee = \$50.00.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United Concordia Insurance Company	\$50.00	10/28/2008	23517057

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/28/2008	10/28/2008

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## **Disposition**

Disposition Date: 10/28/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Statement of Variability - 9802 L (11/07) STA VAR	Approved-Closed	Yes
<b>Supporting Document</b>	Statement of Variability - 9802 (11/07) STA VAR	Approved-Closed	Yes
<b>Supporting Document</b>	Statement of Variability - 9802 (11/07) SP-1 STA VAR	Approved-Closed	Yes
<b>Supporting Document</b>	Statement of Variability - REIM-ADD 9802 (11/07) STA VAR	Approved-Closed	Yes
<b>Supporting Document</b>	Statement of Variability - R-WPW (03/08) STA VAR	Approved-Closed	Yes
<b>Form</b>	Group Insurance Policy for Dental Benefits - Large Group	Approved-Closed	Yes
<b>Form</b>	Group Insurance Policy for Dental Benefits - Small Group	Approved-Closed	Yes
<b>Form</b>	Schedule of Premium - Prospective Rating Method	Approved-Closed	Yes
<b>Form</b>	Addendum To Group Policy and Certificate of Insurance	Approved-Closed	Yes
<b>Form</b>	Rider to Schedule of Benefits	Approved-Closed	Yes

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## Form Schedule

**Lead Form Number:** 9802L (11/07)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	9802L (11/07)	Policy/Cont ract/Fraternal Certificate	Group Insurance Policy for Dental Benefits - Large Group	Revised	Replaced Form #: 9802L (06/01) and ARAD 9802 (06/01) Previous Filing #: 09/21/2001	47	Group Policy-Large core 11-07 Final.pdf
Approved-Closed	9802 (11/07)	Policy/Cont ract/Fraternal Certificate	Group Insurance Policy for Dental Benefits - Small Group	Revised	Replaced Form #: 9802 (06/01) Previous Filing #: 09/21/2001	45	Group Policy-Small 11-07 Final.pdf
Approved-Closed	9802 (11/07) SP-1	Policy/Cont ract/Fraternal Certificate:	Schedule of Premium - Prospective Rating Method	Revised	Replaced Form #: 9802 (06/01) SP-1 Previous Filing #: 04/23/2001	52	Schedule of Premium-large group 11-07-Final.pdf
Approved-Closed	REIM-ADD (11/07)	Policy/Cont ract/Fraternal Certificate:	Addendum To Group Initial of Insurance			41	Policy&Cert Add Reimburseme nt 1107.pdf
Approved-Closed	R-WPW (03/08)	Certificate Amendmen t, Insert Page,	Rider to Schedule of Benefits	Initial		42	Waiting Period Waiver 0308.pdf

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*Project Name/Number:*      *Phase VI/AR/UCIC/001-08*

**Endorseme  
nt or Rider**



**GROUP INSURANCE POLICY**  
for  
**Dental Benefits**

**United Concordia {Insurance Company}**  
**{4401 Deer Path Road}**  
**{Harrisburg, PA 17110}**

**Policyholder: {insert group name}**

**Group Number(s): {insert group number(s)}**

**Effective Date: {insert date}**

**Minimum Participation Required: {1-100% enrolled} {initial enrollment levels}**

**Term: {one, two, three} years**

**Advance Renewal or Non-Renewal Notice: {30-240} days**

**Advance Amendment Notice: {31-180} days**

The Policyholder and United Concordia **{Insurance Company}** ("Company") will make the dental benefit plan available to eligible Certificate Holder(s) of the Policyholder and their Dependents ("Members") at 12:01 AM on the Effective Date and upon the terms and conditions contained in this Group Insurance Policy (Group Policy). The Company will pay the benefits described in the Certificate of Insurance (hereinafter referred to as "Certificate"), Schedule of Benefits, Schedule of Exclusions and Limitations and any riders attached thereto, subject to the Group Policy terms. The parties shall fulfill the obligations stated herein.

Certain terms in this Group Policy have specific meanings as set forth in the Definitions section of the Certificate which is attached and incorporated herein by this reference.

## INSURANCE RULES

### A. Eligibility:

In order to be eligible to enroll for benefits under this Group Policy, a Certificate Holder and any Dependents must meet the Policyholder's eligibility requirements and satisfy the requirements and definitions set forth in the Certificate.

No person shall be refused enrollment or re-enrollment because of age, dental health status, genetic disorder, requirements for dental services, or the existence of a pre-existing dental condition.

### B. Enrollment:

Eligible Certificate Holders and their Dependent(s) shall become enrolled under the Group Policy as set forth in the Certificate and the Policyholder Obligations section of this Group Policy. **{At a time and frequency stipulated by the Company subject to the request of the Policyholder or its authorized representative, an open enrollment period shall be provided in which Certificate Holders may elect to enroll or disenroll themselves and eligible Dependents under this Group Policy.}**

## GENERAL POLICY RULES

### A. Payment of Premiums:

In consideration of the dental benefit plan made available to the Members by the Company, the Premium listed on the Schedule of Premium is payable to the Company in accordance with such Schedule of Premium and any Riders thereto. Premium is expected to be paid in full and by the due date noted on the invoice. The Company reserves the right to seek reimbursement from the Policyholder for any bank charges incurred for insufficient funds on a payment by the Policyholder.

### B. Term of Group Policy:

This Group Policy shall begin at 12:01 A.M. on the Effective Date, continue in effect for the initial term shown on the first page of this Group Policy and renew thereafter for terms indicated in the Company's renewal notices, subject to the following:

- 1) Either the Policyholder or the Company may elect not to renew the Group Policy by providing the advance written notice indicated on the first page of this Group Policy to the other party prior to renewal. In the absence of notice from the Policyholder of its intention not to renew, payment of the renewal Premium constitutes the Policyholder's acceptance of the renewal. In the event of non-renewal by the Policyholder, any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date.
- 2) The Company may terminate, or refuse to renew, this Group Policy upon default in the payment of Premium by giving to the Policyholder 31 days prior written notice of such termination or nonrenewal. Notice to the Policyholder shall state the amount of Premium due and the Grace Period for payment. Payment of said sum prior to the date of intended termination shall continue this Group Policy in full force and effect. Nonpayment of said sum prior to the expiration of the Grace Period shall result in the termination of the Group Policy on the first day following the expiration of the Grace Period. During the Grace Period, coverage shall continue in effect regardless of non-payment of Premium. The Policyholder shall remain liable to the Company for **{Premiums accrued during the Grace Period}{the cost of claims incurred during the Grace Period plus {5-25%} for administration}**. For

purposes of this section, the Company will apply these default provisions to any separate billing locations of the Policyholder when the Policyholder elects to structure its Group with separate billing locations that are independently responsible for Premium payment.

- 3) The Company may terminate this Group Policy with 31 days advance notice if the number of Certificate Holders enrolled under this Group Policy totals less than the minimum participation required on the first page of this Group Policy. The Company may also adjust the Premium or benefits with 31 days advance notice if the number of Members enrolled under this Group Policy increases or decreases by **{10-100%}** or if the extent or nature of the risk changes significantly.
- 4) The Group Policy or coverage of a Member may be terminated immediately when there is fraud or misrepresentation by the Policyholder or Member respectively.
- 5) **{Notwithstanding the above provisions, either the Company or the Policyholder may terminate this Group Policy with at least {60-240} days advance written notice. Any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date.}**

#### C. Policyholder Obligations:

The Policyholder agrees, in addition to any other obligations contained herein, that it or its authorized representative shall:

- 1) Define its eligibility requirements for enrollment of Members under the Group Policy and communicate such requirements to Members. Notify Members of any change in eligibility requirements. During the term of this Group Policy, no change in the Policyholder's eligibility requirements, participation requirements, or Renewal Date shall be permitted to affect eligibility or enrollment unless such change is agreed to in advance by the Company.
- 2) Collect from its Certificate Holders any contribution toward the Premium and notify Certificate Holders of any change in such contribution. Pay the Premium specified on the Schedule of Premium or renewal notice for this Group Policy for all enrolled Certificate Holders and Dependents, as reported to the Company. **{Unless otherwise agreed between the Policyholder and the Company, Premium for Members who become ineligible during the course of this Group Policy is due through the end of such month in which they become ineligible.}** If the Company is unable to determine from its records that a Member has become ineligible, Premium shall be due through the end of such month in which the Policyholder notifies the Company that such Member is ineligible.
- 3) At a mutually agreed upon time, send accurate and timely enrollment data including additions, terminations and changes required by the Company to perform its duties under this Group Policy and to determine Premium rates. The Policyholder will be held liable for the cost of claims incurred as a result of inaccurate enrollment data, or retroactive terminations of enrollment that exceed the guidelines of the Company. All records of the Policyholder which bear on the insurance including eligibility, enrollment, and payment of Premium, must be open to the Company for its inspection and to make copies at any reasonable time and with reasonable notice to the Policyholder.
- 4) Notify the Company as soon as possible when coverage is to be continued for ineligible Members under any state or federal law or regulation. It is the Policyholder's obligation to notify Certificate Holders and Dependents of their rights and any Premium due for continuation coverage as required by law.
- 5) Notify all Certificate Holders of the termination of the Group Policy. Coverage will be terminated regardless of whether the notice is given.

**D. Company Obligations:**

In consideration of the Policyholder's payment of the Premium rates shown on the Schedule of Premium and future renewal notices, the Company or its authorized representative shall perform the following administrative functions necessary to ensure the provision of benefits for the Policyholder and its Members.

- 1) Unless the parties agree to alternate billing or payment arrangements, notify the Policyholder by the 10<sup>th</sup> of the calendar month preceding the payment period shown on the Application of the Premium due and the Members on its enrollment file.
- 2) Process claims in accordance with this Group Policy and the Certificate using the enrollment data provided by the Policyholder.
- 3) Provide explanations of benefits or on-line access to explanations of benefits paid or denied under this Group Policy to Members including any applicable Coinsurances, Deductibles, Limitations, Maximums, or reasons for denial.
- 4) Maintain adequate records of claims submitted under this Group Policy. Such records are owned by and proprietary to the Company.
- 5) Not disclose claim or eligibility records except as allowed or required by law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.
- 6) Provide a Certificate of Insurance for each Certificate Holder which describes the Members' coverage.
- 7) Respond to Member, dentist and Policyholder telephone and written inquiries and complaints.

**E. General Provisions:**

- 1) This Group Policy shall be governed by the laws of the state where the Group Policy is issued and delivered.
- 2) This Group Policy consists of the attached **{Application for Group Dental Insurance,}** Schedule of Premium, Certificate of Insurance, Schedule of Exclusions and Limitations, Schedule of Benefits, and, any riders, addenda and/or endorsements to the previously mentioned forms and represents the entire agreement between the Policyholder and the Company with respect to the subject matter. The failure of any section or subsection of this Group Policy shall not affect the validity, legality and enforceability of the remaining sections hereof. **{A copy of the Application shall be attached to the Group Policy when issued.}**
- 3) No statement of the Policyholder shall be used in any contest of the insurance under this Group Policy. There will be no contest of the validity of the Group Policy, except for not paying Premiums, after it has been in force two (2) years after the Effective date. All statements made by the Policyholder or by any insured Member shall be deemed representations and not warranties, and no statements made for the purpose of effecting coverage shall void such coverage or reduce benefits unless contained in writing and signed by the Policyholder. No written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the person or to his beneficiary or personal representative.

- 4) Except as otherwise herein provided, each amendment to this Group Policy, including a change in the Premium or Schedule of Benefits shall be proposed by the Company to the Policyholder at renewal and in writing with the advance renewal notice indicated on the first page of this Group Policy. Except as otherwise provided herein, each amendment shall become effective on the date this Group Policy renews in accordance with General Policy Rules (B).
- 5) An amendment mutually agreed to by both parties can be proposed at any time by either party in writing to the other with the advance notice indicated on the first page of this Group Policy. The effective date must be mutually agreed to by both parties. Payment of Premium will confirm acceptance of amendment. A change in the Group Policy may be made at any time without mutual agreement of the parties if the change is necessary to satisfy the requirements of any state or federal law applicable to the Group Policy. An amendment will not affect a claim incurred prior to the effective date of the change.
- 6) Only a duly designated officer of the Company has the authority to: (a) waive any conditions or restrictions of the Group Policy; (b) extend the time in which a Premium may be paid; (c) make or change a contract; (d) bind the Company by a promise or representation or by information given or received. An Agent of the Company is not an officer. No agent has such authority.
- 7) Notices to the Company shall be sent to:

United Concordia **{Insurance Company}**  
**{4401 Deer Path Road}**  
**{Harrisburg, PA 17110}**  
**{telephone number}**

**IN WITNESS WHEREOF**, authorized representatives of the Policyholder and the Company signify their acceptance of this Group Policy by signing this execution page in duplicate. One execution page is to be attached to this Group Policy and retained by the Policyholder; **the other is to be returned to the Company.** This Group Policy supersedes any previous Group Policy.

Witness: \_\_\_\_\_  
 (to be signed by Agent where required by law)

\_\_\_\_\_  
 (Full Corporate Name of Applicant)

Date: \_\_\_\_\_

Dated at: \_\_\_\_\_  
 (City and State)

By: \_\_\_\_\_  
 (Authorized Representative of Policyholder)

\_\_\_\_\_  
 (Please print name)

Title: \_\_\_\_\_

United Concordia **{Insurance Company}**

\_\_\_\_\_  
 (Authorized Officer of Company)



**GROUP INSURANCE POLICY**  
for  
**Dental Benefits**

**UNITED CONCORDIA {INSURANCE COMPANY}**  
**{4401 DEER PATH ROAD}**  
**{HARRISBURG, PA 17110}**

The Policyholder named on the Application for Group Dental Insurance (Application) and United Concordia **{Insurance Company}** ("Company") will make the dental benefit plan available to eligible Certificate Holder(s) of the Policyholder and their Dependents ("Members") at 12:01 AM on the Effective Date shown on the Application and upon the terms and conditions contained in this Group Insurance Policy (Group Policy). The Company will pay the benefits described in the Certificate of Insurance (hereinafter referred to as "Certificate"), Schedule of Benefits and Schedule of Exclusions and Limitations and any riders attached thereto, subject to the Group Policy terms. The parties shall fulfill the obligations stated herein.

Certain terms in this Group Policy have specific meanings as set forth in the Definitions section of the Certificate which is attached and incorporated herein by this reference.

United Concordia **{Insurance Company}**

\_\_\_\_\_  
Authorized Officer



## INSURANCE RULES

### A. Eligibility:

In order to be eligible to enroll for benefits under this Group Policy, a Certificate Holder and any Dependents must meet the Policyholder's eligibility requirements and satisfy the requirements and definitions set forth in the Certificate.

No person shall be refused enrollment or re-enrollment because of age, dental health status, genetic disorder requirements for dental services, or the existence of a pre-existing dental condition.

### B. Enrollment:

Eligible Certificate Holders and their Dependent(s) shall become enrolled under the Group Policy as set forth in the Certificate and the Policyholder Obligations section of this Group Policy. **{At a time and frequency stipulated by the Company subject to the request of the Policyholder or its authorized representative, an open enrollment period shall be provided in which Certificate Holders may elect to enroll or disenroll themselves and eligible Dependents under this Group Policy.}**

## GENERAL POLICY RULES

### A. Payment of Premiums:

In consideration of the dental benefit plan made available to the Members by the Company, the Premium listed on the Application is payable to the Company on the due date specified on each notice of Premium from Company. Premium is expected to be paid in full and by the due date noted on the invoice. The Company reserves the right to seek reimbursement from the Policyholder for any bank charges incurred for insufficient funds on a payment by the Policyholder.

### B. Term of Group Policy:

This Group Policy shall begin at 12:01 A.M. on the Effective Date, as stated on the Application, continue in effect for the initial term shown in the rate period section of the Application and renew thereafter for terms indicated in the Company's renewal notices, subject to the following:

- 1) Either the Policyholder or the Company may elect not to renew the Group Policy by providing written notice to the other party no less than **{30-240}** days prior to renewal. In the absence of notice from the Policyholder of its intention not to renew, payment of the renewal Premium constitutes acceptance of the renewal. In the event of non-renewal by the Policyholder, any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date.
- 2) The Company may terminate, or refuse to renew, this Group Policy upon default in the payment of Premium by giving to the Policyholder 31 days advance written notice of such termination or nonrenewal. Notice to the Policyholder shall state the amount of Premium due and the Grace Period for payment. Payment of said sum prior to the date of intended termination shall continue this Group Policy in full force and effect. Nonpayment of said sum prior to the expiration of the Grace Period shall result in the termination of the Group Policy on the first day following the expiration of the Grace Period. During

the Grace Period, coverage shall continue in effect regardless of nonpayment of Premium. The Policyholder shall remain liable to the Company for **{Premiums accrued during the Grace Period}{the cost of claims incurred during the Grace Period plus {5-25%} for administration}**. For purposes of this section, the Company will apply these default provisions to any separate billing locations of the Policyholder when the Policyholder elects to structure its Group with separate billing locations that are independently responsible for Premium payment.

- 3) The Company may terminate this Group Policy with 31 days advance notice if the number of enrolled Certificate Holders under this Group Policy totals less than the Minimum Participation requirements or as stated in the Company's underwriting guidelines. The Company may adjust the Premium or the Schedule of Benefits with 31 days advance notice if the number of Members enrolled under this Group Policy increases or decreases by **{10-100%}** or if the extent or nature of the risk changes significantly.
- 4) The Group Policy or coverage of a Member may be terminated immediately when there is fraud or misrepresentation by the Policyholder or Member respectively.
- 5) **{Notwithstanding the above provisions, either the Company or the Policyholder may terminate this Group Policy with at least {60-240} days advance written notice. Any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date.}**

#### C. Policyholder Obligations:

The Policyholder agrees, in addition to any other obligations contained herein, that it or its authorized representative shall:

- 1) Define its eligibility requirements for enrollment of Members under the Group Policy and communicate such requirements to Members. Notify Members of any change in eligibility requirements. During the term of this Group Policy, no change in the Policyholder's eligibility requirements, participation requirements, or Renewal Date shall be permitted to affect eligibility or enrollment unless such change is agreed to in advance by the Company.
- 2) Collect from its Certificate Holders any contribution toward the Premium and notify Certificate Holders of any change in such contribution. Pay Premium specified on the Application or renewal notice for this Group Policy for all enrolled Certificate Holders and Dependents as reported to the Company. **{Unless otherwise agreed between the Policyholder and the Company, Premium for Members who become ineligible during the course of this Group Policy is due through the end of such month in which they become ineligible.}** If the Company is unable to determine from its records that a Member has become ineligible, Premium shall be due through the end of such month in which the Policyholder notifies the Company that such Member is ineligible.
- 3) At a mutually agreed upon time, send accurate and timely enrollment data including additions, terminations and changes required by the Company to perform its duties under this Group Policy and to determine Premium rates. The Policyholder will be held liable for the cost of claims incurred as a result of inaccurate enrollment data, or retroactive terminations of enrollment that exceed the guidelines of the Company. All records of the Policyholder which bear on the insurance including eligibility, enrollment, and payment of Premium, must be open to the Company for its inspection and to make copies at any reasonable time and with reasonable notice to the Policyholder.
- 4) Notify the Company as soon as possible when coverage is to be continued for ineligible Members under any state or federal law or regulation. It is the Policyholder's obligation to notify Certificate Holders and Dependents of their rights and any Premium due for continuation coverage as required by law.

- 5) It is the responsibility of the Policyholder to notify all Certificate Holders of the termination of the Group Policy. Coverage will be terminated regardless of whether the notice is given.

**D. Company Obligations:**

In consideration of the Policyholder's payment of the Premium rates shown on the Application and future renewal notices, the Company or its authorized representative shall perform the following administrative functions necessary to ensure the provision of benefits for the Policyholder and its Members.

- 1) Unless the parties agree to alternate billing or payment arrangements, notify the Policyholder by the 10<sup>th</sup> of the calendar month preceding the payment period shown on the Application of the Premium due and the Members on its enrollment file.
- 2) Process claims in accordance with this Group Policy and the Certificate using the enrollment data provided by the Policyholder.
- 3) Provide explanations of benefits or on-line access to explanations of benefits paid or denied under this Group Policy to Members including any applicable Coinsurances, Deductibles, Limitations, Maximums, or reasons for denial.
- 4) Maintain adequate records of claims submitted under this Group Policy. Such records are owned by and proprietary to the Company.
- 5) Not disclose claim or eligibility records except as allowed or required by law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.
- 6) Provide a Certificate of Insurance for each Certificate Holder which describes the Members' coverage.
- 7) Respond to Member, dentist and Policyholder telephone and written inquiries and complaints.

**E. General Provisions:**

- 1) This Group Policy shall be governed by the laws of the state where the Group Policy is issued and delivered.
- 2) This Group Policy consists of the attached Application for Group Dental Insurance, Certificate of Insurance, Schedule of Exclusions and Limitations, Schedule of Benefits, including any riders, addenda and/or endorsements to the previously mentioned forms and represents the entire agreement between the Policyholder and the Company with respect to the subject matter. The failure of any section or subsection of this Group Policy shall not affect the validity, legality and enforceability of the remaining sections hereof. A copy of the Application shall be attached to the Group Policy when issued.
- 3) No statement of the Policyholder shall be used in any contest of the insurance under this Group Policy. There will be no contest of the validity of the Group Policy, except for not paying Premiums, after it has been in force two (2) years after the Effective date. All statements made by the Policyholder or by any insured Member shall be deemed representations and not warranties, and no statements made for the purpose of effecting coverage shall void such coverage or reduce benefits unless contained in writing and signed by the Policyholder. No written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the person or to his beneficiary or personal representative.

- 4) Except as otherwise herein provided, each amendment to this Group Policy, including a change in the Premium or Schedule of Benefits shall be proposed by the Company to the Policyholder in writing at least 31 days prior to the Renewal Date. Except as otherwise provided herein, each amendment shall become effective on the date this Group Policy renews in accordance with General Policy Rules (B).
- 5) An amendment mutually agreed to by both parties can be proposed at any time by either party in writing to the other with **{31-240}** days advance notice. The effective date must be mutually agreed to by both parties. Payment of Premium will confirm acceptance of amendment. A change in the Group Policy may be made at any time without mutual agreement of the parties if the change is necessary to satisfy the requirements of any state or federal law applicable to the Group Policy. An amendment will not affect a claim incurred prior to the effective date of the change.
- 6) Only a duly designated officer of the Company has the authority to: (a) waive any conditions or restrictions of the Group Policy; (b) extend the time in which a Premium may be paid; (c) make or change a contract; (d) bind the Company by a promise or representation or by information given or received. An Agent of the Company is not an officer. No agent has such authority.
- 7) Notices to the Company shall be sent to:

United Concordia **{Insurance Company}**  
**{4401 Deer Path Road}**  
**{Harrisburg, PA 17110}**  
**{telephone number}**

**SCHEDULE OF PREMIUM – PROSPECTIVE RATING METHOD**

The Premium is determined from the monthly rates multiplied by the number of enrolled Certificate Holders and/or Dependents as described below.

The Policyholder or its authorized representative will remit the Premium on behalf of its Certificate Holders on the due date specified on each notice of Premium due from Company or on a date otherwise agreed to by both parties.

	<u>Monthly Rates</u>
<i>{}Certificate Holder</i>	\$ _____ }
<i>{Certificate Holder/one Adult Dependent</i>	\$ _____ }
<i>{Certificate Holder/one Child Dependent</i>	\$ _____ }
<i>{Certificate Holder/Children</i>	\$ _____ }
<i>{Family</i>	\$ _____ }}

The Premium rates are guaranteed for the period from \_\_\_\_\_ to \_\_\_\_\_.

All surpluses are the property of Company. All deficits shall be paid for out of Company reserves.

**UNITED CONCORDIA**  
**ADDENDUM**  
**TO**  
**GROUP POLICY AND CERTIFICATE OF INSURANCE**

This Addendum is effective on the Effective Date as stated in the Group Policy and attached to and made part of the Group Policy and Certificate of Insurance.

The following language is added to the Group Policy and Certificate of Insurance:

The Company uses Maximum Allowable Charge schedules to determine claim payments. Payment is the lesser of the dentist's submitted charge or the Maximum Allowable Charge.

**{{In-Network}}** Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The **{In-Network}** Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. **{In-Network}** Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.}

**{{Out-of-Network}}** Maximum Allowable Charges are determined as a percentile of dentist charges for Covered Services by grouping the **{50<sup>th</sup> or 70<sup>th</sup> or 75<sup>th</sup> or 80<sup>th</sup> or 85<sup>th</sup> or 90<sup>th</sup> or 99<sup>th</sup>}** percentile of dentist charges into different geographical areas. The **{Out-of-Network}** Maximum Allowable Charges at the indicated percentile in the geographical area of the dental office are used to calculate the Company's payment on **{Non-Participating Dentist}** claims. The source of the dentist charge data is select charge data purchased by the Company supplemented where necessary by internal claim data. **{Out-of-Network}** Maximum Allowable Charges are updated periodically.}

# United Concordia

## Rider to Schedule of Benefits

### Waiting Period Waiver

This Rider is effective on \_\_\_\_\_ and is attached to and made a part of the Schedule of Benefits.

The Waiting Period(s) indicated on the Schedule of Benefits will not be applied to the indicated benefits if {You were enrolled in a prior dental insurance program immediately preceding the initial Effective Date of this Plan and proof of Your enrollment is supplied to and accepted by Us in advance of the initial Effective Date of this Plan.} {You were enrolled in another dental insurance plan during the **{30-90}** days immediately preceding Your enrollment under this Plan and proof of that prior coverage is supplied with Your enrollment information.}

<i>SERFF Tracking Number:</i>	<i>UCIN-125876245</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Concordia Insurance Company</i>	<i>State Tracking Number:</i>	<i>40704</i>
<i>Company Tracking Number:</i>	<i>AR/UCIC/001-08</i>		
<i>TOI:</i>	<i>H10G Group Health - Dental</i>	<i>Sub-TOI:</i>	<i>H10G.000 Health - Dental</i>
<i>Product Name:</i>	<i>Employer Paid and Group Direct Pay</i>		
<i>Project Name/Number:</i>	<i>Phase VI/AR/UCIC/001-08</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: UCIN-125876245 State: Arkansas  
 Filing Company: United Concordia Insurance Company State Tracking Number: 40704  
 Company Tracking Number: AR/UCIC/001-08  
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
 Product Name: Employer Paid and Group Direct Pay  
 Project Name/Number: Phase VI/AR/UCIC/001-08

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice **Review Status:** Approved-Closed 10/28/2008  
**Comments:**  
 Flesch Readability Certification attached.  
**Attachment:**  
 Readability Certification.pdf

**Satisfied -Name:** Application **Review Status:** Approved-Closed 10/28/2008  
**Comments:**  
 Based upon the group requesting coverage one of the following applications would be used: Small Group Application, 9801-SM (07/05), Large Group Application, 9801-L (07/05) or the Business Partners Application, 9801BP (07/05). These applications were approved on 06/27/2005.

**Satisfied -Name:** Statement of Variability - 9802 L (11/07) STA VAR **Review Status:** Approved-Closed 10/28/2008  
**Comments:**  
 Statement of Variability applicable to the Group Policy, 9802L (11/07).  
**Attachment:**  
 SOV-Group Policy-Large core 11-07.pdf

**Satisfied -Name:** Statement of Variability - 9802 (11/07) STA VAR **Review Status:** Approved-Closed 10/28/2008  
**Comments:**  
 Statement of Variability applicable to the Group Policy, 9802 (11/07).  
**Attachment:**  
 SOV-Small Grp Policy 11-07.pdf

**Satisfied -Name:** Statement of Variability - 9802 (11/07) SP-1 STA VAR **Review Status:** Approved-Closed 10/28/2008

*SERFF Tracking Number:*      *UCIN-125876245*                      *State:*                      *Arkansas*  
*Filing Company:*              *United Concordia Insurance Company*              *State Tracking Number:*      *40704*  
*Company Tracking Number:*      *AR/UCIC/001-08*  
*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
*Product Name:*              *Employer Paid and Group Direct Pay*  
*Project Name/Number:*      *Phase VI/AR/UCIC/001-08*

**Comments:**

Statement of Variability applicable to the Schedule of Premium, 9802 (11/07) SP-1.

**Attachment:**

SOV-Schedule of Premium 11-07.pdf

SERFF Tracking Number: UCIN-125876245 State: Arkansas  
Filing Company: United Concordia Insurance Company State Tracking Number: 40704  
Company Tracking Number: AR/UCIC/001-08  
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
Product Name: Employer Paid and Group Direct Pay  
Project Name/Number: Phase VI/AR/UCIC/001-08

**Satisfied -Name:** Statement of Variability - REIM-ADD 9802 (11/07) STA VAR **Review Status:** Approved-Closed 10/28/2008

**Comments:**

Statement of Variability applicable to the Reimbursement Addendum to the Group Policy and Certificate of Insurance, REIM-ADD (11/07).

**Attachment:**

SOV-Reimbursement Addendum 11-07.pdf

**Satisfied -Name:** Statement of Variability - R-WPW (03/08) STA VAR **Review Status:** Approved-Closed 10/28/2008

**Comments:**

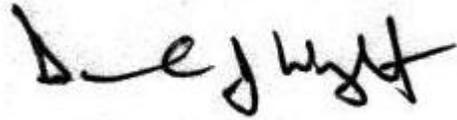
Statement of Variability applicable to the Waiting Period Waiver, R-WPW (03/08).

**Attachment:**

SOV-Waiting Period Waiver 0308.pdf

## READABILITY CERTIFICATION

I, Daniel J. Wright, Treasurer, Vice President and Controller of United Concordia Insurance Company do hereby certify and affirm that forms 9802L (11/07), 46.6, 9802 (11/07), 45.0, 9802 (11/07) SP-1, 51.6, REIM-ADD (11/07), 40.8, and R-WPW (03/08), 42.2, achieve the respective scores on the Flesch Reading Ease Test Scale, meeting the minimum Flesch Score of 40 required by the state of Arkansas cited as ACA 23-80-206.



Date: October 28, 2008

Signature: \_\_\_\_\_

Daniel J. Wright  
Treasurer, Vice President and Controller

## United Concordia

### STATEMENT OF VARIABILITY – 9802L (11/07)

The above referenced form is attached following this statement. The numbering of the variable statements below corresponds to the indicated numbers on the keyed form attached.

1. This language varies in the following ways: United Concordia **{Insurance Company or Life and Health Insurance Company or Insurance Company of New York or Dental Corporation of Alabama}** and/or allows a change in the company's address in the event of relocation.
- 1a. The bracketed language allows United Concordia to update our phone number.
2. The name, group number(s), and effective date will be inserted. This information will be customer-specific.
3. Minimum participation can be measured by either a percentage of enrollment ranging from 1 to 100% as determined by Underwriting guidelines or initial enrollment levels.
4. Options for the policy term are one, two, or three years.
5. This number of advance notice days will range from 30 to 240 days.
6. This number of advance notice days will range from 31 to 180 days.
7. This language will be included or completely removed.
8. Liability of the Policyholder will be one of these two options. Only one of the options will be inserted in this subsection at a time. When the second option is inserted, the percentage will range from 5 to 25% in accordance with the Company's rate manual.
9. This percentage will range from 10 to 100% in 5% increments.
10. This number of advance notice days will range from 60 to 240 days.

**GROUP INSURANCE POLICY**  
for  
**Dental Benefits**

①

**United Concordia {Insurance Company}** ①  
① **{4401 Deer Path Road}**  
**{Harrisburg, PA 17110}** ①

Policyholder: {insert group name} ②

Group Number(s): {insert group number(s)} ②

Effective Date: {insert date} ②

Minimum Participation Required: {1-100% enrolled} ③ {initial enrollment levels} ③  
④ ④

Term: {one, two, three} years

Advance Renewal or Non-Renewal Notice: {30-240} days ⑤  
⑥

Advance Amendment Notice: {31-180} days

①

The Policyholder and United Concordia **{Insurance Company}** ("Company") will make the dental benefit plan available to eligible Certificate Holder(s) of the Policyholder and their Dependents ("Members") at 12:01 AM on the Effective Date and upon the terms and conditions contained in this Group Insurance Policy (Group Policy). The Company will pay the benefits described in the Certificate of Insurance (hereinafter referred to as "Certificate"), Schedule of Benefits, Schedule of Exclusions and Limitations and any riders attached thereto, subject to the Group Policy terms. The parties shall fulfill the obligations stated herein.

Certain terms in this Group Policy have specific meanings as set forth in the Definitions section of the Certificate which is attached and incorporated herein by this reference.

## INSURANCE RULES

### A. Eligibility:

In order to be eligible to enroll for benefits under this Group Policy, a Certificate Holder and any Dependents must meet the Policyholder's eligibility requirements and satisfy the requirements and definitions set forth in the Certificate.

No person shall be refused enrollment or re-enrollment because of age, dental health status, genetic disorder, requirements for dental services, or the existence of a pre-existing dental condition.

### B. Enrollment:

Eligible Certificate Holders and their Dependent(s) shall become enrolled under the Group Policy as set forth in the Certificate and the Policyholder Obligations section of this Group Policy. **{At a time and frequency stipulated by the Company subject to the request of the Policyholder or its authorized representative, an open enrollment period shall be provided in which Certificate Holders may elect to enroll or disenroll themselves and eligible Dependents under this Group Policy.}**

## GENERAL POLICY RULES

### A. Payment of Premiums:

In consideration of the dental benefit plan made available to the Members by the Company, the Premium listed on the Schedule of Premium is payable to the Company in accordance with such Schedule of Premium and any Riders thereto. Premium is expected to be paid in full and by the due date noted on the invoice. The Company reserves the right to seek reimbursement from the Policyholder for any bank charges incurred for insufficient funds on a payment by the Policyholder.

### B. Term of Group Policy:

This Group Policy shall begin at 12:01 A.M. on the Effective Date, continue in effect for the initial term shown on the first page of this Group Policy and renew thereafter for terms indicated in the Company's renewal notices, subject to the following:

- 1) Either the Policyholder or the Company may elect not to renew the Group Policy by providing the advance written notice indicated on the first page of this Group Policy to the other party to renewal. In the absence of notice from the Policyholder of its intention not to renew, payment of the renewal Premium constitutes the Policyholder's acceptance of the renewal. In the event of non-renewal by the Policyholder, any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date.
- 2) The Company may terminate, or refuse to renew, this Group Policy upon default in the payment of Premium by giving to the Policyholder 31 days prior written notice of such termination or nonrenewal. Notice to the Policyholder shall state the amount of Premium due and the Grace Period for payment. Payment of said sum prior to the date of intended termination shall continue this Group Policy in full force and effect. Nonpayment of said sum prior to the expiration of the Grace Period shall result in the termination of the Group Policy on the first day following the expiration of the Grace Period. During the Grace Period, coverage shall continue in effect regardless of non-payment of Premium. The Policyholder shall remain liable to the Company for **{Premiums accrued during the Grace Period}{the cost of claims incurred during the Grace Period plus {5-25%} for administration}**. For

purposes of this section, the Company will apply these default provisions to any separate billing locations of the Policyholder when the Policyholder elects to structure its Group with separate billing locations that are independently responsible for Premium payment.

- 3) The Company may terminate this Group Policy with 31 days advance notice if the number of Certificate Holders enrolled under this Group Policy totals less than the minimum participation required on the first page of this Group Policy. The Company may also adjust the Premium or benefits with 31 days advance notice if the number of Members enrolled under this Group Policy increases or decreases by **{10-100%}** or if the extent or nature of the risk changes significantly. (9)
- 4) The Group Policy or coverage of a Member may be terminated immediately when there is fraud or misrepresentation by the Policyholder (10) nber respectively. (7)
- 5) **{Notwithstanding the above provisions, either the Company or the Policyholder may terminate this Group Policy with at least {60\*240} days advance written notice. Any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date. }** (7)

### C. Policyholder Obligations:

The Policyholder agrees, in addition to any other obligations contained herein, that it or its authorized representative shall:

- 1) Define its eligibility requirements for enrollment of Members under the Group Policy and communicate such requirements to Members. Notify Members of any change in eligibility requirements. During the term of this Group Policy, no change in the Policyholder's eligibility requirements, participation requirements, or Renewal Date shall be permitted to affect eligibility or enrollment unless such change is agreed to in advance by the Company.
- 2) Collect from its Certificate Holders any contribution toward the Premium and notify Certificate Holders of any change in such contribution. Pay the Premium specified on the Schedule of Premium or renewal notice (7) this Group Policy for all enrolled Certificate Holders and Dependents, as reported to the Company. **{Unless otherwise agreed between the Policyholder and the Company, Premium for Members who become ineligible during the course of this Group Policy is due through the end of such month in which they become ineligible.}** (7) If the Company is unable to determine from its records that a Member has become ineligible, Premium (7) shall be due through the end of such month in which the Policyholder notifies the Company that such Member is ineligible.
- 3) At a mutually agreed upon time, send accurate and timely enrollment data including additions, terminations and changes required by the Company to perform its duties under this Group Policy and to determine Premium rates. The Policyholder will be held liable for the cost of claims incurred as a result of inaccurate enrollment data, or retroactive terminations of enrollment that exceed the guidelines of the Company. All records of the Policyholder which bear on the insurance including eligibility, enrollment, and payment of Premium, must be open to the Company for its inspection and to make copies at any reasonable time and with reasonable notice to the Policyholder.
- 4) Notify the Company as soon as possible when coverage is to be continued for ineligible Members under any state or federal law or regulation. It is the Policyholder's obligation to notify Certificate Holders and Dependents of their rights and any Premium due for continuation coverage as required by law.
- 5) Notify all Certificate Holders of the termination of the Group Policy. Coverage will be terminated regardless of whether the notice is given.

**D. Company Obligations:**

In consideration of the Policyholder's payment of the Premium rates shown on the Schedule of Premium and future renewal notices, the Company or its authorized representative shall perform the following administrative functions necessary to ensure the provision of benefits for the Policyholder and its Members.

- 1) Unless the parties agree to alternate billing or payment arrangements, notify the Policyholder by the 10<sup>th</sup> of the calendar month preceding the payment period shown on the Application of the Premium due and the Members on its enrollment file.
- 2) Process claims in accordance with this Group Policy and the Certificate using the enrollment data provided by the Policyholder.
- 3) Provide explanations of benefits or on-line access to explanations of benefits paid or denied under this Group Policy to Members including any applicable Coinsurances, Deductibles, Limitations, Maximums, or reasons for denial.
- 4) Maintain adequate records of claims submitted under this Group Policy. Such records are owned by and proprietary to the Company.
- 5) Not disclose claim or eligibility records except as allowed or required by law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.
- 6) Provide a Certificate of Insurance for each Certificate Holder which describes the Members' coverage.
- 7) Respond to Member, dentist and Policyholder telephone and written inquiries and complaints.

**E. General Provisions:**

- 1) This Group Policy shall be governed by the laws of the state where the Group Policy is issued and delivered.
- 2) This Group Policy consists of the attached <sup>7</sup> **{Application for Group Dental Insurance,}** <sup>7</sup> Schedule of Premium, Certificate of Insurance, Schedule of Exclusions and Limitations, Schedule of Benefits, and, any riders, addenda and/or endorsements to the previously mentioned forms and represents the entire agreement between the Policyholder and the Company with respect to the subject matter. The failure of any section or subsection of this Group Policy shall not affect the validity, legality and enforceability of the remaining sections here <sup>7</sup>. **{A copy of the Application shall be attached to the Group Policy when issued.}** <sup>7</sup>
- 3) No statement of the Policyholder shall be used in any contest of the insurance under this Group Policy. There will be no contest of the validity of the Group Policy, except for not paying Premiums, after it has been in force two (2) years after the Effective date. All statements made by the Policyholder or by any insured Member shall be deemed representations and not warranties, and no statements made for the purpose of effecting coverage shall void such coverage or reduce benefits unless contained in writing and signed by the Policyholder. No written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the person or to his beneficiary or personal representative.

- 4) Except as otherwise herein provided, each amendment to this Group Policy, including a change in the Premium or Schedule of Benefits shall be proposed by the Company to the Policyholder at renewal and in writing with the advance renewal notice indicated on the first page of this Group Policy. Except as otherwise provided herein, each amendment shall become effective on the date this Group Policy renews in accordance with General Policy Rules (B).
- 5) An amendment mutually agreed to by both parties can be proposed at any time by either party in writing to the other with the advance notice indicated on the first page of this Group Policy. The effective date must be mutually agreed to by both parties. Payment of Premium will confirm acceptance of amendment. A change in the Group Policy may be made at any time without mutual agreement of the parties if the change is necessary to satisfy the requirements of any state or federal law applicable to the Group Policy. An amendment will not affect a claim incurred prior to the effective date of the change.
- 6) Only a duly designated officer of the Company has the authority to: (a) waive any conditions or restrictions of the Group Policy; (b) extend the time in which a Premium may be paid; (c) make or change a contract; (d) bind the Company by a promise or representation or by information given or received. An Agent of the Company is not an officer. No agent has such authority.
- 7) Notices to the Company shall be sent to:

United Concordia <sup>(1)</sup> **{Insurance Company}** <sup>(1)</sup>  
<sup>(1)</sup> **{4401 Deer Path Road}** <sup>(1)</sup>  
**{Harrisburg, PA 17110}** <sup>(1)</sup>  
<sup>(1a)</sup> **{telephone number}** <sup>(1a)</sup>

**IN WITNESS WHEREOF**, authorized representatives of the Policyholder and the Company signify their acceptance of this Group Policy by signing this execution page in duplicate. One execution page is to be attached to this Group Policy and retained by the Policyholder; **the other is to be returned to the Company.** This Group Policy supersedes any previous Group Policy.

Witness: \_\_\_\_\_  
(to be signed by Agent where required by law)

\_\_\_\_\_  
(Full Corporate Name of Applicant)

Date: \_\_\_\_\_

Dated at: \_\_\_\_\_  
(City and State)

By: \_\_\_\_\_  
(Authorized Representative of Policyholder)

\_\_\_\_\_  
(Please print name)

Title: \_\_\_\_\_

United Concordia **{Insurance Company}** <sup>(1)</sup>

\_\_\_\_\_  
(Authorized Officer of Company)



## United Concordia

### STATEMENT OF VARIABILITY – 9802 (11/07)

The above referenced form is attached following this statement. The numbering of the variable statements below corresponds to the indicated numbers on the keyed form attached.

1. This language varies in the following ways: United Concordia **{Insurance Company or Life and Health Insurance Company or Insurance Company of New York or Dental Corporation of Alabama}** and/or allows a change in the company's address in the event of relocation.
  - 1a. The bracketed language allows United Concordia to update our phone number.
2. This language will be included or completely removed.
3. This number of advance notice days will range from 30 to 240.
4. Liability of the Policyholder will be one of these two options. Only one of the options will be inserted in this subsection at a time. When the second option is inserted, the percentage will range from 5 to 25% in accordance with the Company's rate manual.
5. This percentage will range from 10 to 100% in 5% increments.
6. This number of advance notice days will range from 60 to 240.

**GROUP INSURANCE POLICY**  
for  
**Dental Benefits**

①

UNITED CONCORDIA {INSURANCE COMPANY} ①

① {4401 DEER PATH ROAD} ①  
{HARRISBURG, PA 17110} ①

① The Policyholder named on the Application for Group Dental Insurance (Application) and United Concordia **{Insurance Company}** ("Company") will make the dental benefit plan available to eligible Certificate Holder(s) of the Policyholder and their Dependents ("Members") at 12:01 AM on the Effective Date shown on the Application and upon the terms and conditions contained in this Group Insurance Policy (Group Policy). The Company will pay the benefits described in the Certificate of Insurance (hereinafter referred to as "Certificate"), Schedule of Benefits and Schedule of Exclusions and Limitations and any riders attached thereto, subject to the Group Policy terms. The parties shall fulfill the obligations stated herein.

Certain terms in this Group Policy have specific meanings as set forth in the Definitions section of the Certificate which is attached and incorporated herein by this reference.

United Concordia **{Insurance Company}**

\_\_\_\_\_  
Authorized Officer



## INSURANCE RULES

### A. Eligibility:

In order to be eligible to enroll for benefits under this Group Policy, a Certificate Holder and any Dependents must meet the Policyholder's eligibility requirements and satisfy the requirements and definitions set forth in the Certificate.

No person shall be refused enrollment or re-enrollment because of age, dental health status, genetic disorder requirements for dental services, or the existence of a pre-existing dental condition.

### B. Enrollment:

Eligible Certificate Holders and their Dependent(s) shall become enrolled <sup>(2)</sup>er the Group Policy as set forth in the Certificate and the Policyholder Obligations section of this Group Policy. **{At a time and frequency stipulated by the Company subject to the request of the Policyholder or its authorized representative, an open enrollment period shall be provided in which Certificate Holders may elect to enroll or disenroll themselves and eligible Dependents under this Group Policy.}** <sup>(2)</sup>

## GENERAL POLICY RULES

### A. Payment of Premiums:

In consideration of the dental benefit plan made available to the Members by the Company, the Premium listed on the Application is payable to the Company on the due date specified on each notice of Premium from Company. Premium is expected to be paid in full and by the due date noted on the invoice. The Company reserves the right to seek reimbursement from the Policyholder for any bank charges incurred for insufficient funds on a payment by the Policyholder.

### B. Term of Group Policy:

This Group Policy shall begin at 12:01 A.M. on the Effective Date, as stated on the Application, continue in effect for the initial term shown in the rate period section of the Application and renew thereafter for terms indicated in the Company's renewal notices, subject to the following:

- 1) Either the Policyholder or the Company <sup>(3)</sup>ay elect not to renew the Group Policy by providing written notice to the other party no less than **{30-240}** days prior to renewal. In the absence of notice from the Policyholder of its intention not to renew, payment of the renewal Premium constitutes acceptance of the renewal. In the event of non-renewal by the Policyholder, any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date.
- 2) The Company may terminate, or refuse to renew, this Group Policy upon default in the payment of Premium by giving to the Policyholder 31 days advance written notice of such termination or nonrenewal. Notice to the Policyholder shall state the amount of Premium due and the Grace Period for payment. Payment of said sum prior to the date of intended termination shall continue this Group Policy in full force and effect. Nonpayment of said sum prior to the expiration of the Grace Period shall result in the termination of the Group Policy on the first day following the expiration of the Grace Period. During the

Grace Period, coverage shall continue in effect regardless of nonpayment of Premium. The Policyholder shall remain liable to the Company for **{Premiums accrued during the Grace Period}{the cost of claims incurred during the Grace Period plus {5-25%} for administration}**. For purposes of this section, the Company will apply these default provisions to any separate billing locations of the Policyholder when the Policyholder elects to structure its Group with separate billing locations that are independently responsible for Premium payment.

- 3) The Company may terminate this Group Policy with 31 days advance notice if the number of enrolled Certificate Holders under this Group Policy totals less than the Minimum Participation requirements or as stated in the Company's **{5}** **rewriting guidelines**. The Company may adjust the Premium or the Schedule of Benefits with 31 days advance notice if the number of Members enrolled under this Group Policy increases or decreases by **{10-100%}** or if the extent or nature of the risk changes significantly.
- 4) The Group Policy or coverage of a Member may be terminated immediately when there is fraud or misrepresentation by the Policyholder **{6}** Member respectively.
- 5) **{Notwithstanding the above provisions, either the Company or the Policyholder may terminate this Group Policy with at least {60-240} days advance written notice. Any unpaid Premium due for months prior to the termination shall be due and payable on the Termination Date.}** **{2}**

### C. Policyholder Obligations:

The Policyholder agrees, in addition to any other obligations contained herein, that it or its authorized representative shall:

- 1) Define its eligibility requirements for enrollment of Members under the Group Policy and communicate such requirements to Members. Notify Members of any change in eligibility requirements. During the term of this Group Policy, no change in the Policyholder's eligibility requirements, participation requirements, or Renewal Date shall be permitted to affect eligibility or enrollment unless such change is agreed to in advance by the Company.
- 2) Collect from its Certificate Holders any contribution toward the Premium and notify Certificate Holders of any change in such contribution. Pay Premium specified on the Application or renewal **{2}** **re for this Group Policy for all enrolled Certificate Holders and Dependents as reported to the Company. {Unless otherwise agreed between the Policyholder and the Company, Premium for Members who become ineligible during the course of this Group Policy is due through the end of such month in which they become ineligible.}** **{2}** **re Company is unable to determine from its records that a Member has become ineligible, Premium shall be due through the end of such month in which the Policyholder notifies the Company that such Member is ineligible.**
- 3) At a mutually agreed upon time, send accurate and timely enrollment data including additions, terminations and changes required by the Company to perform its duties under this Group Policy and to determine Premium rates. The Policyholder will be held liable for the cost of claims incurred as a result of inaccurate enrollment data, or retroactive terminations of enrollment that exceed the guidelines of the Company. All records of the Policyholder which bear on the insurance including eligibility, enrollment, and payment of Premium, must be open to the Company for its inspection and to make copies at any reasonable time and with reasonable notice to the Policyholder.
- 4) Notify the Company as soon as possible when coverage is to be continued for ineligible Members under any state or federal law or regulation. It is the Policyholder's obligation to notify Certificate Holders and Dependents of their rights and any Premium due for continuation coverage as required by law.

- 5) It is the responsibility of the Policyholder to notify all Certificate Holders of the termination of the Group Policy. Coverage will be terminated regardless of whether the notice is given.

**D. Company Obligations:**

In consideration of the Policyholder's payment of the Premium rates shown on the Application and future renewal notices, the Company or its authorized representative shall perform the following administrative functions necessary to ensure the provision of benefits for the Policyholder and its Members.

- 1) Unless the parties agree to alternate billing or payment arrangements, notify the Policyholder by the 10<sup>th</sup> of the calendar month preceding the payment period shown on the Application of the Premium due and the Members on its enrollment file.
- 2) Process claims in accordance with this Group Policy and the Certificate using the enrollment data provided by the Policyholder.
- 3) Provide explanations of benefits or on-line access to explanations of benefits paid or denied under this Group Policy to Members including any applicable Coinsurances, Deductibles, Limitations, Maximums, or reasons for denial.
- 4) Maintain adequate records of claims submitted under this Group Policy. Such records are owned by and proprietary to the Company.
- 5) Not disclose claim or eligibility records except as allowed or required by law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.
- 6) Provide a Certificate of Insurance for each Certificate Holder which describes the Members' coverage.
- 7) Respond to Member, dentist and Policyholder telephone and written inquiries and complaints.

**E. General Provisions:**

- 1) This Group Policy shall be governed by the laws of the state where the Group Policy is issued and delivered.
- 2) This Group Policy consists of the attached Application for Group Dental Insurance, Certificate of Insurance, Schedule of Exclusions and Limitations, Schedule of Benefits, including any riders, addenda and/or endorsements to the previously mentioned forms and represents the entire agreement between the Policyholder and the Company with respect to the subject matter. The failure of any section or subsection of this Group Policy shall not affect the validity, legality and enforceability of the remaining sections hereof. A copy of the Application shall be attached to the Group Policy when issued.
- 3) No statement of the Policyholder shall be used in any contest of the insurance under this Group Policy. There will be no contest of the validity of the Group Policy, except for not paying Premiums, after it has been in force two (2) years after the Effective date. All statements made by the Policyholder or by any insured Member shall be deemed representations and not warranties, and no statements made for the purpose of effecting coverage shall void such coverage or reduce benefits unless contained in writing and signed by the Policyholder. No written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the person or to his beneficiary or personal representative.

- 4) Except as otherwise herein provided, each amendment to this Group Policy, including a change in the Premium or Schedule of Benefits shall be proposed by the Company to the Policyholder in writing at least 31 days prior to the Renewal Date. Except as otherwise provided herein, each amendment shall become effective on the date this Group Policy renews in accordance with General Policy Rules (B).
- 5) An amendment mutually <sup>3</sup>agreed to by both parties can be proposed at any time by either party in writing to the other with **{31-240}** days advance notice. The effective date must be mutually agreed to by both parties. Payment of Premium will confirm acceptance of amendment. A change in the Group Policy may be made at any time without mutual agreement of the parties if the change is necessary to satisfy the requirements of any state or federal law applicable to the Group Policy. An amendment will not affect a claim incurred prior to the effective date of the change.
- 6) Only a duly designated officer of the Company has the authority to: (a) waive any conditions or restrictions of the Group Policy; (b) extend the time in which a Premium may be paid; (c) make or change a contract; (d) bind the Company by a promise or representation or by information given or received. An Agent of the Company is not an officer. No agent has such authority.
- 7) Notices to the Company shall be sent to: 1

United Concordia **{Insurance Company}** 1

1 **{4401 Deer Path Road}** 1  
**{Harrisburg, PA 17110}**

1a **{telephone number}** 1a

## **United Concordia**

### **STATEMENT OF VARIABILITY – 9802 (11/07) SP-1**

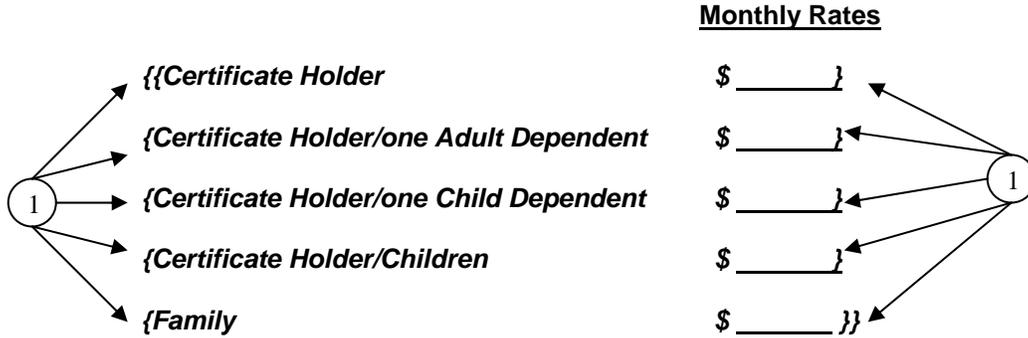
The above referenced form is attached following this statement. The numbering of the variable statements below corresponds to the indicated numbers on the keyed form attached.

1. Variability allows choice of tiers or customized tiers to accommodate customer requests or product variations.

**SCHEDULE OF PREMIUM – PROSPECTIVE RATING METHOD**

The Premium is determined from the monthly rates multiplied by the number of enrolled Certificate Holders and/or Dependents as described below.

The Policyholder or its authorized representative will remit the Premium on behalf of its Certificate Holders on the due date specified on each notice of Premium due from Company or on a date otherwise agreed to by both parties.



The Premium rates are guaranteed for the period from \_\_\_\_\_ to \_\_\_\_\_.

All surpluses are the property of Company. All deficits shall be paid for out of Company reserves.

## United Concordia

### STATEMENT OF VARIABILITY – REIM-ADD 9802 (11/07)

The above referenced form is attached following this statement. The numbering of the variable statements below corresponds to the indicated numbers on the keyed form attached.

1. The variables in this language allow one of three methods of calculating claim payment as follows:

Version One: Different Maximum Allowable Charges based on whether the provider is a Participating Dentist in the Company's network.

In-Network Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The In-Network Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. In-Network Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

Out-of-Network Maximum Allowable Charges are determined as a percentile of dentist charges for Covered Services by grouping the {50<sup>th</sup> or 70<sup>th</sup> or 75<sup>th</sup> or 80<sup>th</sup> or 85<sup>th</sup> or 90<sup>th</sup> or 99<sup>th</sup>} percentile of dentist charges into different geographical areas. The Out-of-Network Maximum Allowable Charges at the indicated percentile in the geographical area of the dental office are used to calculate the Company's payment on Non-Participating Dentist claims. The source of the dentist charge data is select charge data purchased by the Company supplemented where necessary by internal claim data. Out-of-Network Maximum Allowable Charges are updated periodically.

Version Two: Same Maximum Allowable Charges regardless of network participation status of the provider.

Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

Version Three: Maximum Allowable Charges based on percentile data under an indemnity program without a provider network.

Maximum Allowable Charges are determined as a percentile of dentist charges for Covered Services by grouping the {70<sup>th</sup> or 75<sup>th</sup> or 80<sup>th</sup> or 85<sup>th</sup> or 90<sup>th</sup> or 99<sup>th</sup>} percentile of dentist charges into different geographical areas. The Maximum Allowable Charges at the indicated percentile in the geographical area of the dental office are used to calculate the Company's payment on claims. The source of the dentist charge data is select charge data purchased by the Company supplemented where necessary by internal claim data. Maximum Allowable Charges are updated periodically.

2. The percentile level used for dentist charges under Versions One and Three will be one of the following: 50<sup>th</sup> or 70<sup>th</sup> or 75<sup>th</sup> or 80<sup>th</sup> or 85<sup>th</sup> or 90<sup>th</sup> or 99<sup>th</sup>.

**UNITED CONCORDIA**  
**ADDENDUM**  
**TO**  
**GROUP POLICY AND CERTIFICATE OF INSURANCE**

This Addendum is effective on the Effective Date as stated in the Group Policy and attached to and made part of the Group Policy and Certificate of Insurance.

The following language is added to the Group Policy and Certificate of Insurance:

The Company uses Maximum Allowable Charge schedules to determine claim payments. Payment is the lesser of the dentist's submitted charge or the Maximum Allowable Charge.

**{In-Network}** Maximum Allowable Charges of Covered Services are determined by geographical area of the dental office. The **{In-Network}** Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. **{In-Network}** Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

**{Out-of-Network}** Maximum Allowable Charges are determined a percentile of dentist charges for Covered Services by grouping the **{50<sup>th</sup> or 70<sup>th</sup> or 75<sup>th</sup> or 80<sup>th</sup> or 85<sup>th</sup> or 90<sup>th</sup> or 99<sup>th</sup>}** percentile of dentist charges into different geographical areas. The **{Out-of-Network}** Maximum Allowable Charges at the indicated percentile in the geographical area of the dental office are used to calculate the Company's payment on **{Non-Participating Dentist}** claims. The source of the dentist charge data is select charge data purchased by the Company supplemented where necessary by internal claim data. **{Out-of-Network}** Maximum Allowable Charges are updated periodically.

## United Concordia

### STATEMENT OF VARIABILITY – R-WPW (03/08)

This statement of variability applies to **R-WPW (03/08)**. This form is attached following this statement. The numbering of the variable statements below corresponds to the indicated numbers on the keyed form attached.

1. The effective date of the rider is inserted into this blank.
2. The variables in this language allow one of two options as follows. Only one option can be selected at a time.

The Waiting Period(s) indicated on the Schedule of Benefits will not be applied to the indicated benefits if You were enrolled in a prior dental insurance program immediately preceding the initial Effective Date of this Plan and proof of Your enrollment is supplied to and accepted by Us in advance of the initial Effective Date of this Plan.

OR

The Waiting Period(s) indicated on the Schedule of Benefits will not be applied to the indicated benefits if You were enrolled in another dental insurance plan during the **{30-90}** days immediately preceding Your enrollment under this Plan and proof of that prior coverage is supplied with Your enrollment information.

3. The variables for this language are 30, 60 or 90 days.

# United Concordia

## Rider to Schedule of Benefits

### Waiting Period Waiver

This Rider is effective on           1           and is attached to and made a part of the Schedule of Benefits.

The 2g Period(s) indicated on the Schedule of Benefits will not be applied to the indicated benefits if **{You were enrolled in a prior dental insurance program immediately preceding the initial Effective Date of this Plan and proof of Your enrollment is supplied to and accepted by Us in advance of the initial Effective Date of this Plan.} {You were enrolled in another dental insurance plan during the {30-90} days immediately preceding Your enrollment under this Plan and proof of that prior coverage is supplied with Your enrollment information.}**

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