

SERFF Tracking Number: ICCI-126056991 State: Arkansas  
 Filing Company: HumanaDental Insurance Company State Tracking Number: 42373  
 Company Tracking Number: HUMD-ASSOC-POLICY.001  
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
 Product Name: HumanaDental Group Dental Policy  
 Project Name/Number: HumanaDental Group Dental Policy/HumanaDental Group Dental Policy HUMD-ASSOC-POLICY.001

## Filing at a Glance

Company: HumanaDental Insurance Company

Product Name: HumanaDental Group Dental Policy SERFF Tr Num: ICCI-126056991 State: ArkansasLH

TOI: H10G Group Health - Dental

SERFF Status: Closed

State Tr Num: 42373

Sub-TOI: H10G.000 Health - Dental

Co Tr Num: HUMD-ASSOC-POLICY.001

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Author: Brenda Dawson

Disposition Date: 05/20/2009

Date Submitted: 05/12/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: HumanaDental Group Dental Policy

Status of Filing in Domicile:

Project Number: HumanaDental Group Dental Policy HUMD-ASSOC-POLICY.001

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type: Association

Filing Status Changed: 05/20/2009

Explanation for Other Group Market Type:

State Status Changed: 05/20/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

See attached cover letter and forms.

## Company and Contact

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**Filing Contact Information**

(This filing was made by a third party - insurancecomplianceconsultantsinc)

Brenda Dawson, Authorized Representative      Brendadawson@inscompliance.com  
 3925 East State Street, Suite 200              (815) 316-6714 [Phone]  
 Rockford, IL 61108                                  (815) 986-2355[FAX]

**Filing Company Information**

HumanaDental Insurance Company	CoCode: 70580	State of Domicile: Wisconsin
P. O. Box 740036	Group Code: 119	Company Type: Life & Health
Louisville, KY 40201-7436	Group Name: HumanaDental	State ID Number:
(800) 233-4013 ext. [Phone]	FEIN Number: 39-0714280	

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**Filing Fees**

Fee Required?      Yes  
 Fee Amount:        \$50.00  
 Retaliatory?        No  
 Fee Explanation:  
 Per Company:        No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
HumanaDental Insurance Company	\$50.00	05/12/2009	27813939

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/20/2009	05/20/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/19/2009	05/19/2009	Brenda Dawson	05/19/2009	05/19/2009

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
People's Benefit Alliance Constitution and Bylaws	Supporting Document	Brenda Dawson	05/12/2009	05/12/2009



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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b> (revised)	People's Benefit Alliance Constitution and Bylaws	Approved-Closed	Yes
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Fee Schedule	Approved-Closed	Yes
<b>Supporting Document</b>	Cover letter	Approved-Closed	Yes
<b>Supporting Document</b>	HumanaDental Authorization Letter	Approved-Closed	Yes
<b>Supporting Document</b>	People's Benefit Alliance checklist	Approved-Closed	Yes
<b>Supporting Document</b>	People's Benefit Alliance Constitution and Bylaws	Replaced	Yes
<b>Form</b>	Group Dental Policy	Approved-Closed	Yes
<b>Form</b>	Certificate of Insurance	Approved-Closed	Yes
<b>Form</b>	Group Application	Approved-Closed	Yes
<b>Form</b>	Application	Approved-Closed	Yes
<b>Form</b> (revised)	Amendatory Endorsement	Approved-Closed	Yes
<b>Form</b>	Amendatory Endorsement	Replaced	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 05/19/2009  
Submitted Date 05/19/2009

Respond By Date

Dear Brenda Dawson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Insurance (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity and the premium must remain at the child rate. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 05/19/2009  
Submitted Date 05/19/2009

Dear Rosalind Minor,

### Comments:

Thank you for your letter.

### Response 1

Comments: Amendatory Endorsement HUMD-AEAR-209 was revised for the Dependent definition. On page 2 of the Endorsement, item 4 under the definition of Dependent was revised to remove the 31 day requirement for notification of attainment of the limiting age.

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**Related Objection 1**

Applies To:  
 - Certificate of Insurance (Form)  
 Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity and the premium must remain at the child rate. Refer to ACA 23-86-108(4) and Bulletin 14-81.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amendatory Endorsement	HUMD-AEAR-209		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		50	AR AEAR 209 5-19-09.pdf
<b>Previous Version</b>							
Amendatory Endorsement	HUMD-AEAR-209		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		50	AR AEAR 209.pdf

No Rate/Rule Schedule items changed.

Your continued review for approval is greatly appreciated. Thank you.

Sincerely,  
 Brenda Dawson

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**Amendment Letter**

Amendment Date:

Submitted Date: 05/12/2009

**Comments:**

Please only review the People's Alliance Constitution and Bylaws. Thank you.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: People's Benefit Alliance Constitution and Bylaws**

Comment:

Peoples Benefit Alliance Assoc bylaws and articles.pdf

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## Form Schedule

**Lead Form Number:** HUMD-ASSOC-POLICY.001

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	HUMD-ASSOC-POLICY.001	Policy/Cont ract/Fraternal Certificate	Group Dental Policy	Initial		0	HUMD-ASSOC-POLICY.pdf
Approved-Closed	HUMD-ASSOC-CERT.001	Certificate	Certificate of Insurance	Initial		0	HUMD-ASSOC-CERT 001 2-10-09.pdf
Approved-Closed	GR APP	Application/ Enrollment Form	Group Application	Initial		0	GR APP_Group App_.pdf
Approved-Closed	AR-72002 3/2009	Application/ Enrollment Form	Application	Initial		0	AR-72002-0309.pdf
Approved-Closed	HUMD-AEAR-209	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Amendatory Endorsement	Initial		50	AR AEAR 209 5-19-09.pdf

**HUMANA DENTAL INSURANCE COMPANY**

**Policyholder:** [ABC Association]

**Policy Number:** [6789]

**Policy Effective Date:** [January 1, 2009]

Terms printed in italic type in this *policy* have the meaning as indicated in the “Policy Definitions” section of the *certificate*. Defined terms are printed in italic type whenever found in this *policy*.

This *policy* is delivered in and governed by the laws of [USA].

Humana Dental Insurance Company agrees, subject to all the terms and provisions of this *policy*, to pay benefits as described in the Certificate of Insurance, incorporated by reference herein, with respect to each *covered person* under this *policy*. Humana Insurance Company and the *policyholder* have agreed to all of the terms of this *policy*.

This *policy* is issued in consideration of the *policyholder's* application, incorporated by reference herein, and each *primary insured's* payment of premiums as provided and insured under this *policy*.

This *policy* and the insurance it provides become effective at 12:01 A.M. (Standard Time) of the effective date stated above. This *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 this *policy*.



{ Gerald L. Ganoni }  
{ President }

THIS IS A NON-PARTICIPATING GROUP INSURANCE POLICY

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## GENERAL POLICY PROVISIONS

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### Entire Policy

The rules governing *our* agreement to provide dental insurance in exchange for the premium payment is based upon several written documents: this *policy*, the certificate, applicable amendments, applicable state specific riders, applicable endorsements, the *policyholder's* application and the *primary insured's* application. All statements made by the *policyholder* or *primary insured* are considered to be representations, not warranties. This means that the statements are made in good faith. No statement will void this *policy*, reduce the benefits it provides, or be used in defense to a claim unless it is contained in a written application and a copy is furnished to the person making such statement.

### Time Limit for Certain Defenses (Incontestability)

After two years from the effective date of this *policy*, no misstatements made by the *policyholder*, except a fraudulent misstatement made in the *policyholder's* application may be used to void this *policy*.

After a *covered person* is insured, without interruption for two years, *we* cannot contest the validity of his/her coverage except for nonpayment of premium or any fraudulent misrepresentation made by the *covered person*.

At any time, *we* may assert defenses based upon provisions in this *policy* which relate to a *covered person's* eligibility for coverage under this *policy*.

No statement made by a *covered person* can be contested unless it is in a written form signed by the *primary insured* or the *covered person*. A copy of the form must be given to the *covered person*.

An independent incontestability period begins for each type of change in coverage or when a new Application is completed.

### Right to Not Renew or Terminate This Policy

The *policyholder* may terminate this *policy* by giving written notice to *us* no later than 31 days prior to the desired termination date.

The *policyholder* may terminate the insurance provided under any provision of this *policy*, with *our* consent, by giving written notice to *us* as of a date mutually agreeable to the *policyholder* and *us*.

*We* may terminate this *policy*, as allowed by applicable law, by giving written notice to the *policyholder*. Written notice will be mailed no later than 31 days prior to the termination date, except as otherwise required by applicable law.

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## GENERAL POLICY PROVISIONS

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### Certificates of Insurance

We will issue a certificate setting forth a statement of insurance protection to which the *primary insured* and the *primary insured's* covered *dependents* are entitled to each *primary insured*.

This certificate is part of the *policy* that controls *our* obligations regarding coverage. No document that is viewed as being not consistent with this *policy* shall take precedence over it.

### Modification of the Policy

This *policy* may be modified at anytime by agreement between *us* and the *policyholder* without the consent of any *covered person*. No modification will be valid unless approved by *our* President, Secretary or Vice President. The approval must be endorsed on or attached to this *policy*. No agent has the authority to modify this *policy*, waive any of this *policy's* provisions, extend the time for premium payment, or bind *us* by making any promises or representations.

This *policy* may be modified by *us* at anytime without prior consent of, or notice to, the *policyholder* when the changes are:

- Allowed by state or federal law or regulations;
- Directed by the state agency that regulates insurance;
- Benefit increases that do not impact premium; or
- Corrections of clerical errors or clarification that do not reduce benefits.

Modifications due to reasons other than those listed above, may be made by *us* upon renewal of this *policy*, in accordance with state and federal law.

### Assignment

This *policy* and its benefits may not be assigned by the *policyholder*.

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# Dental Plan Certificate of Insurance HumanaDental Insurance Company

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This *certificate* outlines the insurance provided by the group *policy*. It is not an insurance *policy*. It does not extend or change the coverage listed in the group *policy*. The insurance described in this *certificate* is subject to the provisions, terms, exclusions and conditions of the group *policy*.

HumanaDental Insurance Company agrees to pay *benefits* for *services* rendered to *covered persons*, subject to all the terms and provisions of the *policy*. We reserve the full and exclusive right to interpret the terms of the *policy* and to determine the *benefits* payable thereunder.

### Important Notice

**Please read the copy of *your* enrollment application. Carefully check for errors and report any errors in the information provided in *your* enrollment application to us in writing at [P.O. Box 30111, Tampa, FL 33630-3111]. *Your* coverage under the *policy* is issued in consideration of *your* enrollment application; [a copy of which is attached and made part of the *policy*,] and *your* payment of premiums as provided herein. [An incorrect or incomplete enrollment application may cause a *covered person's* coverage to be voided and claims to be reduced or denied].**

### Notice to Buyer

**The *policy* provides coverage for limited dental *services*. If you should have any questions arise regarding *your* coverage, or if you need assistance in resolving a complaint, contact us at [1-800-233-4013].**

### Renewability

Coverage remains in effect at *your* option except as provided in the "Termination Rights" section of this *certificate*.



A handwritten signature in black ink, appearing to read "Gerald L. Ganoni". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

[Gerald L. Ganoni]  
[President]

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## Schedule

This *certificate* refers to various dollar and percentage amounts, as well as other *benefit* information that may be specific to *covered person(s)*. This “Schedule” summarizes *benefit* information and the date these *benefits* take effect. *You* selected some of these *benefits* when *you* applied for coverage under the *policy*. As *your* needs change over the time *your* coverage is in effect, *you* may change some of these *benefits* without replacing or purchasing new coverage. Some of the provisions herein require automatic changes. For example, when a *dependent* no longer qualifies as a *dependent* under the *policy*, that *dependent’s* coverage will terminate. When changes are made to *benefits*, they may be reflected on the Schedule pages.

Please read this *certificate* to fully understand all terms, conditions, limitations and exclusions that apply.

### Waiting Periods

**[Preventive**

[No waiting period on Preventive Services.

**Basic**

[6] months for Basic Services.

**Major]**

[12] months for Major Services.]

**Benefit Period**

[*Calendar Year*] [*Plan Year*]

**Deductible**

[\$50] Indv / [\$150] Family

- Carry Over Credit does [not] apply

**Annual Maximum**

[\$1,000]

### Your Benefit Percentage

**In-Network Services**

**Out-of-Network Services**

#### Preventive Services

**Oral Evaluations (includes Routine, Emergency and Periodontal evaluations);** [2] per [calendar] [plan]

[0-100 %]  
[(deductible waived)]

[0-100 %] after *deductible*

[year]

**Cleaning [Prophylaxis];** [2] per [calendar] [plan] [year]

[0-100 %]  
[(deductible waived)]

[0-100 %] after *deductible*

**Fluoride;** [1] per [calendar] [plan] [year], 14 years and younger

[0-100 %]  
[(deductible waived)]

[0-100 %] after *deductible*

**Sealants;** 14 years and younger, [1] per tooth per lifetime, allowed on occlusal surface of permanent molars free of decay and restorations

[0-100 %]  
[(deductible waived)]

[0-100 %] after *deductible*

**Miscellaneous X-rays;** [1] per [calendar] [plan] [ year]

[0-100 %]  
[(deductible waived)]

[0-100 %] after *deductible*

**Bitewing X-rays;** [1] set of [2 4] per [calendar] [plan] [year]

[0-100 %]  
[(deductible waived)]

[0-100 %] after *deductible*

**Full Mouth/Panoramic X-rays;** [1] per [5] years combined,

[0-100 %]  
[The *covered person* is responsible for [0-100 %] the *negotiated fee* amount]  
[Not Covered]

[Not Covered]  
[0-100 %]

### Basic Services

**Palliative Treatment;** Allowed if no other *services* than x-rays on claim

[0-100 %] after *deductible*

[0-100 %] after *deductible*

**Fillings (Amalgams/Composites);** [2] per mouth per[calendar] [plan] [year], Composites allowed on anterior teeth only, alternate *benefit* for amalgam allowed on posterior teeth.

[0-100 %] after *deductible*

[0-100 %] after *deductible*

**Stainless Steel Crowns**

[0-100 %] after *deductible*

[0-100 %] after *deductible*

**Surgical Extractions**

[0-100 %] after *deductible*

[0-100 %] after *deductible*

**Oral Surgery**

[0-100 %] after *deductible*

[0-100 %] after *deductible*

<b>Space Maintainers</b>	[0-100 %] after <i>deductible</i>	[0-100 %] after <i>deductible</i>
<b>Local Anesthetics, Analgesia</b>	[Not Covered]	Not Covered
<b>Extractions;</b> Extractions and root removals (non-surgical)	[0-100 %] after <i>deductible</i>	[0-100 %] after <i>deductible</i>
<b>Recementation (Crowns, Bridges, Inlays &amp; Onlays)</b>	[0-100 %] after <i>deductible</i>	[0-100 %] after <i>deductible</i>
 <b>Endodontic Services (Major)</b>		
<b>Pulpotomies,</b> allowed for deciduous (baby) teeth only	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
 <b>Root Canals;</b> [once] per tooth in a [2] -yr period. Permanent teeth only.	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
 <b>Pulp Tests</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
 <b>Miscellaneous Endodontics</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
 <b>Periodontal Services (Major)</b>		
<b>Periodontal Maintenance;</b> [2] per [calendar] [plan] [year]	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
 <b>Scaling &amp; Root Planing</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
 <b>Periodontal Surgery</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
 <b>Occlusal Guards</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %]	[Not Covered] [0-100 %]

	the <i>negotiated fee</i> amount] [Not Covered]	
<b>Miscellaneous Periodontics</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Other Major Services</b>		
<b>Crowns</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Inlays/Onlays</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Veneers</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Post &amp; Core Build-Up (Major Services)</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Maintenance &amp; Repairs (Major Services)</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Miscellaneous Major</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Prosthetic Services (Major)</b>		
<b>Bridges</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]

<b>Dentures</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Partial Dentures</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Denture Adjustments</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Post &amp; Core Build-Up (Prosthodontic)</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Maintenance &amp; Repair (Prosthodontic)</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Relines/Rebases</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Tissue Conditioning</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Miscellaneous Prosthodontics</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]
<b>Orthodontic Services (Major) Orthodontics</b>	[0-100 %] [The <i>covered person</i> is responsible for [0-100 %] the <i>negotiated fee</i> amount] [Not Covered]	[Not Covered] [0-100 %]

**Harmful Habit Appliances**

[0-100 %]  
[The *covered person* is  
responsible for [0-100 %]  
the *negotiated fee* amount]  
[Not Covered]

[Not Covered]  
[0-100 %]

## Section I - PPO

### PPO Provisions

What is a Preferred Provider Organization (PPO)?

A Preferred Provider Organization (PPO) is a network or group of *dentists* who are contracted to furnish, at *negotiated fees*, dental *services* for *you* under the *policy*.

### Reasons to use a PPO provider

1. *We* negotiate fees for dental *services*. The *negotiated fees* lower costs for *you* when *you* use *dentists* in the PPO Network.
2. *You* may receive a better *benefit* and *your* out-of-pocket expenses are lowered.
3. *You* have a wide variety of *dentists* in the PPO to help *you* with *your* dental care needs.

*You* have the freedom to choose the *dentist* of *your* choice. However, *you* will receive *maximum benefits* by seeing an *in-network dentist*. If *you* visit an *out-of-network dentist*, *you* may be balance billed for any *expense incurred* that exceeds *our reimbursement limit*.

### How to select a provider

A list of *in-network dentists* is available on *our* Web site and is updated daily. If *you* do not have Internet access, *dentist* lists are available by calling *us*. *Our* telephone number and Web site address are listed on the back of *your* dental *identification card*.

If *you* are traveling or need *emergency* care and are unable to access care from an *in-network dentist*, *benefits* will be paid at the out-of-network level.

## Section II - Benefits

### A. Your plan benefits

*We* pay *benefits* for *covered expenses* as explained in the “*your plan benefits*” section. *Benefits* for the *services* explained below are limited to the *benefit* maximum shown in the Schedule. The following *services* are considered as integral parts of the entire dental *service*. A separate fee for those *services* is not considered a *covered expense*.

- |  |  |
|--|--|
| 1. Local Anesthetics;  | 7. <i>Treatment Plans</i> ;                |
| 2. Bases;  | 8. Occlusal Adjustments;                   |
| 3. Pulp Caps;  | 9. Nitrous Oxide;                          |
| 4. Temporary Dental <i>Services</i>  | 10. Irrigation; and                        |
| 5. Study Models/Diagnostic Casts;  | 11. Removal of restorations, prosthesis or |
| 6. Tissue preparation associated with impression<br>or placement of a restoration; | appliances.                                |

*We* will not cover caries susceptibility testing, lab tests, anaerobic cultures, sensitivity testing or charges for oral pathology procedures.

[If a procedure is a *covered service* both hereunder and under *your* group or individual medical *policy* with Humana Insurance Company, Humana Insurance Company will be considered primary over HumanaDental Insurance Company.]

## Covered Preventive services

[There is no waiting period for all services in this category.]

[There is a [0-12] month waiting period for all services in this category.]

1. Oral evaluations (periodic, limited, comprehensive and problem focused) - [two - four] per [calendar] [plan] [year].
2. Periodontal evaluations - [two] per [calendar] [plan] [year].
3. Cleaning (prophylaxis), including all scaling and polishing procedures – [two] per [calendar] [plan] [year].
4. [Intra-oral complete series X-rays (at least 14 films, including bitewings), or panoramic film X-rays – [once, twice] every [one - five years]. If the total cost of periapical and bitewing x-rays exceeds the cost of a complete series of x-rays, the plan will consider these as a complete series.]
5. Bitewing X-rays – [one, two] set[s] per [calendar] [plan] [year].
6. Other X-rays – only to diagnose specific treatment [[one] per [calendar] [plan] [year]].
7. Topical fluoride treatment – [provided to [dependents] [covered person(s)] age [14] and younger]. [Service is payable once per [calendar] [plan] [year]].
8. [Sealants – application provided [to [dependents] [covered person(s)] age [14] and younger] to the occlusal surface of permanent molars that are free of decay and restorations. Service is payable [[once [per tooth] [per lifetime]].]
9. We will not cover preventive control programs including, but not limited to, oral hygiene instructions, plaque control, take-home items, prescriptions and dietary planning.

## Covered Basic services

[There is no waiting period for all services in this category.][There is a [0-12]-month waiting period for all services in this category.]

1. [Amalgam restorations (fillings) – [limit to [one] per tooth in a [one, two, three] [calendar] [plan] [year] period.][Multiple restorations on one surface are considered one restoration.]
2. [Composite restorations (fillings) [limited to [[two] per covered person per [calendar] [plan] [year] [one] per tooth in a [one, two, three] [calendar] [plan] [year] period.][On anterior teeth – Composite restorations on molar and bicuspid teeth are considered an alternate service and will be payable as a comparable amalgam filling. You will be responsible for the remaining expense incurred.]] Multiple restorations on one surface are considered one restoration.]]
3. [Recementing of inlays, onlays, crowns and bridges.]
4. [Non-cast [stainless steel] pre-fabricated crowns – service on primary teeth that cannot be adequately restored with amalgam or composite restorations.]
5. [Space maintainers for retaining space when a primary tooth is prematurely lost. [Services are payable only [for dependents age [14] and younger] for the installation of the initial appliance. Separate adjustment expenses will not be covered.]]
6. [Emergency care – treatment for the initial palliative care of pain and/or injury. Services include palliative procedures for treatment to the teeth and supporting structures. We will consider the service as a separate benefit only if no other service, except X-rays, is provided during the same visit.]]
7. [Oral surgery services.]
  - A. [Extractions (We will not cover the elective removal of non-pathologic impacted teeth);]
  - B. [Bone Smoothing;]
  - C. [Trim or Remove over growth or non vital tissue or bone;][ or]
  - D. [Removal of tooth or root from sinus and closing opening between mouth and sinus.]]
  - E. [General anesthesia when medically necessary and administered by a dentist in conjunction with a covered oral surgical procedure.]
  - F. [We will not cover any services for orthognathic surgery.]
  - G. [We will not cover any surgical or nonsurgical treatment for any jaw joint problems, including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull; or treatment of the facial muscles used in expression and chewing functions, for symptoms including, but not limited to, headaches.]
  - H. We will not cover services generally considered to be medical services.

## Covered Major Services

[There is no waiting period for all *services* in this category.]

[There is a [0-12] month waiting period for all *services* in this category.]

### [Endodontic services

1. Root canal therapy, including root canal treatments and root canal fillings – procedure available to permanent teeth only, [once] per tooth in a [one, two, three][year] period. Any X-ray, test, laboratory, exam or follow-up care is considered integral to root canal therapy.
2. [Apicoectomy - procedure available for permanent teeth only.]
3. [Vital pulpotomy – procedure available for deciduous (baby) teeth only.]

### [Periodontal services

1. Periodontal scaling and root planing, available at a maximum of [once, twice] per quadrant in a [one, two, three] [calendar] [plan] [year] period.
2. [Periodontal surgery, available at a maximum of [once, twice] per quadrant in a [one, two, three-year] period. If more than one surgical *service* is performed on the same day, *we* will consider only the most inclusive *service* performed as a *covered service*.]
3. [Occlusal Guards.]
4. Periodontal maintenance (following periodontal therapy) – procedure available [twice, three times] per [calendar] [plan] year.]
5. Separate fees for pre and post operative care and re-evaluation within three months are not covered.

### [Prosthodontic and other major services

1. [Repairs of [bridges][;] [full or partial dentures][,] [and crowns].]
2. Denture adjustments – procedure available only for adjustments done by a *dentist* other than the one providing the denture, or adjustments performed more than six months after initial installation.
3. Initial placement of laboratory-fabricated restorations when the tooth, as a result of extensive decay or traumatic injury, cannot be restored with a direct placement filling material. *Covered services* include inlays, onlays, crowns, veneers, core build-ups and posts[.][.] [implant supported crowns and abutments][.][.] [These *services* are covered only on permanent teeth.]
4. Initial placement of bridges, and full and partial dentures [only if the functioning tooth (excluding third molars or teeth not fully in occlusion with an opposing tooth or prosthesis) was extracted while *you* are covered under this plan.] *Covered expense* includes fixed bridges, removable partial dentures and full dentures. *Services* include all adjustments and relines within six months after installation [and are payable only for treatment on permanent teeth]. [We will not cover replacement of congenitally missing teeth.]
5. Replacement of bridges, partials, dentures, inlays, onlays, crowns or other laboratory-fabricated restorations. The existing major restoration or prosthesis can be replaced only if:
  - A. It has been at least [three, four, five] years since the prior insertion and is not, and cannot be made, serviceable;
  - B. It is damaged beyond repair as a result of an *accidental injury* (non-chewing injury) while in the oral cavity; or
  - C. Extraction of functioning teeth, excluding third molars or teeth not fully in occlusion with an opposing tooth or prosthesis, necessitates the replacement of the prosthesis.

[These *services* are covered only on permanent teeth.]

6. Denture relines or rebases – [once, twice] in a [two, three, four, five] [calendar] [plan][year] period.
7. *We* will not cover the *expense incurred* for pin retention when done in conjunction with core build-up.
8. *We* will not cover the replacement of any lost, stolen, damaged, misplaced or duplicate major restoration, prosthesis or appliance.]

## B. Limitations & exclusions (all services)

In addition to the limitations and exclusions listed in **your plan benefits** section, the *policy* does not provide *benefits* for the following:

1. Any *expenses incurred* while *you* qualify for any worker's compensation or occupational disease act or law, whether or not *you* applied for coverage.
2. *Services*:
  - A. That are free or that *you* would not be required to pay for if *you* did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law;
  - B. Furnished by, or payable under, any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid); or
  - C. Furnished by any U.S. government-owned or operated hospital/institution/agency for any *service* connected with *sickness* or *bodily injury*.
3. Any loss caused or contributed by:
  - A. War or any act of war, whether declared or not;
  - B. Any act of international armed conflict; or
  - C. Any conflict involving armed forces of any international authority.
4. Any expense arising from the completion of forms.
5. *Your* failure to keep an appointment with the *dentist*.
6. [Any *service* we consider *cosmetic dentistry* unless it is necessary as a result of an *accidental injury* sustained while *you* are covered under the *policy*. We consider the following *cosmetic dentistry* procedures:
  - A. [Facings on crowns or pontics (the portion of a fixed bridge between the abutments) posterior to the second bicuspid.]
  - B. Any *service* to correct congenital malformation;
  - C. Any *service* performed primarily to improve appearance; or
  - D. Characterizations and personalization of prosthetic devices.]
7. [Charges for:
  - A. [Any type of implant and all related *services*, including crowns or the prosthetic device attached to it.]
  - B. Precision or semi-precision attachments.
  - C. Overdentures and any endodontic treatment associated with overdentures.
  - D. Other customized attachments.]
8. [Any *service* related to:
  - A. Altering vertical dimension of teeth;
  - B. Restoration or maintenance of occlusion;]
  - [C. Splinting teeth, including multiple abutments, or any *service* to stabilize periodontally weakened teeth;
  - D. Replacing tooth structures lost as a result of abrasion, attrition, erosion or abfraction; or
  - E. Bite registration or bite analysis.]
9. Infection control, including but not limited to sterilization techniques.
10. Fees for treatment performed by someone other than a *dentist* except for scaling and teeth cleaning, and the topical application of fluoride that can be performed by a licensed dental hygienist. The treatment must be rendered under the supervision and guidance of the *dentist* in accordance with generally accepted dental standards.
11. [Any hospital, surgical or treatment facility, or for *services* of an anesthesiologist or anesthesiologist.]

12. [Prescription drugs or pre-medications, whether dispensed or prescribed.]
13. Any *service* not specifically listed in **your plan benefits**.
14. Any *service* shown as “Not Covered” in the Schedule.
15. [For any *service* shown as “0% Co-Insurance” in the Schedule. In this event, the *covered person* is responsible for the full *negotiated fee* amount.
16. Any *service* that we determine:
  - A. Is not a *dental necessity*;
  - B. Does not offer a favorable prognosis;
  - C. Does not have uniform professional endorsement; or
  - D. Is deemed to be experimental or investigational in nature.
17. Orthodontic *services*.
18. Any *expense incurred* before *your effective date* or after the date *your* coverage under the *policy* terminates.
19. *Services* provided by someone who ordinarily lives in *your* home or who is a *family member*.
20. [Charges exceeding the *reimbursement limit* for the *service*.]
21. [Treatment resulting from any intentionally self-inflicted injury or *bodily illness*.]
22. Local anesthetics, irrigation, nitrous oxide, bases, pulp caps, temporary dental *services*, study models, *treatment plans*, occlusal adjustments, or tissue preparation associated with the impression or placement of a restoration when charged as a separate *service*. These *services* are considered an integral part of the entire dental *service*.
23. [Repair and replacement of orthodontic appliances.]
24. [Any surgical or nonsurgical treatment for any jaw joint problems, including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull; or treatment of the facial muscles used in expression and chewing functions, for symptoms including, but not limited to, headaches.]
25. Elective removal of non-pathologic impacted teeth.

## C. How your plan works

### General benefit payments

We pay *benefits* for *covered expenses*, as stated in the Schedule and **your plan benefits** sections, and according to any riders that are part of the *policy* and this *certificate*. All *benefits* we pay are subject to all conditions, limitations, exclusions and maximums of the *policy*.

When a *covered person* receives a *service*, we will determine if it qualifies as a *covered service*. Any *service* qualifying as a *covered service* must not be excluded by the terms of the *policy* or limited by a waiting period. After determining that the *service* is a *covered service*, we will pay *benefits* as follows:

1. We will determine if the *service* was rendered by an *in-network* or *out-of-network dentist*. If rendered by an *in-network dentist*, we will determine the *negotiated fee* amount. If rendered by an *out-of-network dentist*, we will determine the *reimbursement limit*. The result is the total amount of eligible *expenses incurred* related to a particular *service*.
2. We will review the eligible *expenses incurred*, against any *policy* or *benefit* maximums which may apply to a particular *service*.

3. We will determine if the *covered person* has met their *deductible*. If they have not, for any *services* subject to the *deductible*, we will subtract any amount required to be paid as part of the *deductible*; and
4. We will make payment for the remaining eligible *expense incurred* to you or your servicing provider based on our *coinsurance* for that *service*.

### **[Deductibles**

The *deductible* is the amount shown on the Schedule that the *covered person* must pay in *covered expenses* before we pay any *coinsurance*.

### **How do you know when you no longer have to pay toward your deductible?**

1. **Individual deductible:** Each [calendar] [plan] [year], when the total eligible *covered expenses* a *covered person* has incurred reaches the individual *deductible* amount as shown on the Schedule, the individual *deductible* has been met for that *covered person*; or
2. **Family deductible:** Each [calendar] [plan] [year], once the amount of family *deductible* has been fulfilled, as described above, any *covered person* will not have to pay any further individual *deductibles* for the rest of that same [calendar] [plan] [year].]

### **Coinsurance**

*Coinsurance* is shared responsibility between the *covered person* and us. The level of *coinsurance* of *covered expenses* we will pay toward the total *expenses incurred* for *services* is shown on the Schedule.

### **[Waiting periods**

This is the time period that certain *services* are not eligible for coverage under the *policy*. This begins on a *covered person's effective date* and lasts for the time shown in **your plan benefit section and the Schedule.**]

### **Benefit maximums**

The amount we pay for *services* is limited to a *maximum benefit*. We will not make *benefit* payments that are more than the *maximum benefit* for the *covered services* shown in the Schedule.

## **D. Pre-determination**

### **How can you find out what will be covered before you receive treatment?**

If dental treatment is expected to exceed \$300, you or your *dentist* can submit a dental *treatment plan* to us for review prior to treatment. The dental *treatment plan* should consist of:

1. A list of the *services* to be performed, using the American Dental Association Nomenclature and codes;
2. Your *dentist's* written description of the proposed treatment;
3. Supporting pretreatment x-rays showing your dental needs;
4. Itemized cost of the proposed treatment; and
5. Any other appropriate diagnostic materials as requested by us.

Predetermination of *benefits* is not a guarantee of what we will pay. It tells you and your *dentist* in advance, *benefits* payable for the *covered expenses* named in the *treatment plan*. We will notify you and your *dentist* of the *benefits* payable based upon the submitted *treatment plan*.

Predetermination of *benefit* is not necessary for *emergency care*.

You may call us at [800-233-4013] or write to us at [Humana Dental Insurance Company 1100 Employers Blvd, Green Bay WI 54344] to find out what will be a *covered expense* before you receive treatment.

### **Alternate services**

If two or more *services* are considered to be acceptable to correct the same dental condition, the *benefits* payable will be based on the *covered expenses* for the least expensive *covered service* that produces a professionally satisfactory result, as determined by us. Payment will be limited to the *reimbursement limit* for the least costly

covered service and subject to any deductible and coinsurance. You will be responsible for paying the excess amount.

### **Process and timing**

Subject to your eligibility of coverage under the policy, the predetermination of benefits is valid for 90 days after the date we notify you and your dentist of the benefits payable for the proposed treatment plan. If treatment is to commence more than 90 days after the date we notify you and your dentist of the benefits payable for the proposed treatment plan, a new treatment plan must be submitted to us.

## **Section III – Claims**

### **A. How we pay claims**

#### **Identification numbers**

You received an identification (ID) card showing your name, identification number and group number. Show this ID card to your dentist when you receive services.

#### **Claim forms**

We do not require a standard claim form to process benefits. When we receive a claim, we will notify you or your dentist if any additional information is needed.

#### **Submitting claim information and proof of loss**

Either you or the dentist must complete and submit to us all claim information for proof of loss. We would like to receive this information within 90 days after the expense incurred date; however, the claim will not be reduced or denied if it was not reasonably possible to meet the 90-day guideline. In any event, we will need written proof of loss notice within one year after the date proof of loss is requested, except if you were legally incapacitated.

Here are examples of information we may need (this is not a comprehensive list and only provides a few examples of the information we may request).

1. [A complete dental chart showing:
  - Extractions;
  - Missing teeth;
  - Fillings;
  - Prosthesis;
  - Periodontal pocket depths;
  - Dates of previously performed work;]
2. An itemized bill for all dental work.
3. The following exhibits:
  - X-rays;
  - [• Study models;]
  - [• Laboratory and/or reports;]
  - Patient records.
4. [Authorizations to release any additional dental information or records.]
5. [Information about other insurance coverage.]
6. Any information we need to determine benefits.

[If you do not provide us with the necessary information, we will deny any related claims until you provide it to us.]

#### **Paying claims**

We determine if benefits are available and pay promptly any amount due under the policy not more than 30 days after receipt of due written proof of loss. We may pay all or a portion of any benefit provided for covered expenses to the dentist unless you have notified us in writing by the time the claim form is submitted. Our payments are made in good faith and will fully discharge us of any liability to the extent of such payment.

## **[Extension of benefits**

[Benefits are payable or] lowered costs due to *negotiated fees* are available for [root canals,] [crowns,] [inlays,] [onlays,] [veneers,] [fixed bridges,] [dentures] [and] [partials] that are:

1. Incurred while *your* coverage is in force (see definitions of *expense incurred* and *expense incurred date* in the **Definitions** section); and
2. Completed within the first [60] days after *your* coverage terminates. These *benefits* are subject to the provisions and conditions of the *policy*.

*You* have up to [90] days after *your* termination date to submit claims for these extended *Benefits*.]

## **Reasons for denying a claim**

Below is a list of the most common reasons *we* cannot pay a claim. Claim payments may be limited or denied in accordance with any of the provisions contained in this *certificate*.

1. **Not a covered benefit:** The *service* is not a *covered service* under the *policy*. See Section II B herein.
2. **Eligibility:** *You* no longer are eligible under the **Terminating coverage** section of this *certificate*, or the *expense incurred date* was prior to *your effective date*.
3. **Policy compliance:** The *covered person* has not acted in accordance with the *policy* requirements.
4. **Fraud:** *You* make an intentional misrepresentation by not telling *us* the facts or withhold information necessary for *us* to administer *your* coverage under the *policy*.

Insurance fraud is a crime. Anyone who willingly and knowingly engages in an activity intended to defraud *us* by filing a claim or form that contains false or deceptive information may be guilty of insurance fraud.

If a *covered person* commits fraud against *us*, as determined by *us*, coverage ends automatically, without notice, on the date the fraud is committed. This termination may be retroactive. *We* also will provide information to the proper authorities and support any criminal charges that may be brought. Further, *we* reserve the right to seek civil remedies available to *us*.

*We* will not end coverage if, after investigating the matter, *we* determine that the *covered person* provided information in error. *We* will adjust premium or claim payment based on this new information.

If *you* provided correct information and *we* made a processing error, *you* will be eligible for coverage and claims payment for *covered expenses*. *We* will adjust *your* premium or claim payment based on the correct information.

5. **Duplicating provisions:** If any charge is described as covered under two or more *benefit* provisions, *we* will pay only under the provision allowing the greater *benefit*. This may require *us* to make a recalculation based on both the amounts already paid and the amounts due to be paid. *We* have no obligation to pay for *benefits* other than those this *certificate* provides.

## **Legal actions**

*You* cannot bring a legal action to recover a claim until 60 days after the date written proof of loss is made. No action may be brought more than three years after proof of loss is made.

## **Claims paid incorrectly**

If a claim was paid in error, *we* have the right to recover *our* payments, within 12 months from the date *we* paid the claim. *We* may correct this error by an adjustment to any amount applied to the *deductible* or *maximum benefits*.

Errors may include such actions as:

1. Claims paid for *services* that are not actually covered under the *policy*.
2. Claims payment that is more than the amount allowed under the *policy*.
3. Claims paid based on fraud or an intentional misrepresentation.

*We* may seek recovery of *our* payments made in error from anyone to, for or with respect to whom such payments were made; or any insurance companies or organizations that provide other coverage for the *covered expenses*. *We*

will determine from whom *we* shall seek recovery. [For information on *our* process, see the **Recovery rights** provision.]

## **B. Coordinating benefits with another insurer**

### **Benefits subject to this provision**

*Benefits* described in this *certificate* are coordinated with *benefits you* receive from other plans. This prevents duplication of coverage and resulting increases in the cost of dental coverage. For purposes of this section, the following definitions apply:

1. **Plan**—A plan covers medical or dental expenses and provides *benefits* or *services* by:
  - Group, franchise or blanket insurance coverage;
  - Group-based hospital service pre-payment plan, medical service pre-payment plan, group practice or other pre-payment coverage;
  - Coverage under labor-management, employer plans, trustee plans, union welfare plans, employee *benefit* organization plan; and
  - Governmental programs or programs mandated by state statute, or sponsored or provided by an educational institution, if it is not otherwise excluded from the calculation of *benefits* under the *policy*.

This provision does not apply to any individual policies or blanket student accident insurance provided by or through an educational institution.

2. **Allowable expense**—Any eligible expense, a portion of which is covered under one of the plans covering the person for whom the claim is made. Each plan will determine what an eligible expense is based on the provisions of the plan. When a plan provides *benefits* in the form of *services* rather than cash payments, the reasonable cash value of each *service* rendered will be both an allowable expense and a *benefit* paid. An expense or *service* that is not covered by any of the plans is not an allowable expense.
3. **Claim determination period**—A [*calendar year*] [*plan year*]. If, in any [*calendar year*] [*plan year*], a person is not covered under the *policy* for the entire [*calendar year*] [*plan year*], the claim determination period will be the portion of the year in which he or she was covered under the *policy*.

### **Effect on benefits**

One of the plans involved will pay *benefits* first. This is called the primary plan. Under the primary plan, *benefits* will be paid without regard to the other plan(s).

All other plans are called secondary plans. The secondary plan may reduce the *benefits* so that the total *benefits* paid or provided by all plans during a claim determination period are not more than 100 percent of the total allowable expense.

### **Order of benefit determination**

To pay claims, it must be determined which plan is primary and which plan(s) is/are secondary. A plan will pay *benefits* first if it meets one of the following conditions:

1. The plan that covers the person as an *employee* submitting the claim.
2. For a child covered under both parents' plans, the plan covering the parent whose birthday (month and day) occurs first in the *calendar year* pays before the plan covering the other parent. If the birth dates of both parents are the same, the plan that has covered the parent for the longer period of time will be the primary plan.
3. In the case of *dependent* children covered under the plans of divorced or separated parents, the following rules apply:
  - The plan of a parent who has custody will pay *benefits* first.
  - The plan of a stepparent who has custody will pay *benefits* next.
  - The plan of a parent who does not have custody will pay *benefits* next.
  - The plan of a stepparent who does not have custody will pay *benefits* next.

A court decree may give one parent financial responsibility for the medical or dental expenses of the *dependent* children. In this case the rules stated above will not apply if they conflict with the court decree. Instead, the plan of the parent with financial responsibility will pay *benefits* first.

4. If a person is laid off or retired, or is a *dependent* of someone who was laid off or retired, that plan becomes the secondary plan to the plan of an active *employee*.

If rules 1-4 do not determine the primary plan, the plan covering the person for the longest time is the primary plan. If it still cannot be determined which plan is the primary plan, *we* will waive the above rules and incorporate the rules identical with those of the other plan.

### **Right of recovery**

*We* will not request a refund or offset against a claim more than 12 months after *we* have paid a claim except in the case of fraud or misrepresentation by the health care provider.

### **Right to necessary information**

*We* may require certain information to apply and coordinate these provisions with other plans. *We* will, without *your* consent, release to or obtain information from any insurance company, organization or person to implement this provision. *You* agree to furnish any information *we* need to apply these provisions.

### **[Non-duplication of Medicare benefits**

*We* will not duplicate *benefits* for expenses that are or could have been paid by Medicare as the primary payer.

If the *covered person* is enrolled in Medicare, *we* will coordinate with Medicare being the primary payer. Before filing a claim with *us*, a claim must first be filed with Medicare. Then, a copy of the itemized bill and a copy of the Explanation of Medicare Benefits should be sent to *us*.

If the *covered person* is eligible for Medicare *benefits*, but not enrolled, *benefits* under the *policy* will be coordinated as if Medicare had been in force and primary. In all cases, coordination of *benefits* with Medicare will confirm to Federal Statutes and Regulations.

Medicare means Title XVIII, Parts A and B of the Social Security Act, as enacted or amended.]

### **Other coverage with us**

Coverage effective as any one time under a like *policy* with *us* is limited to coverage under one *policy* elected by *you*. *We* will return all premium paid for all other coverages.

## **C. Excess coverage**

*We* will not pay *benefits* for any *accidental injury* if other insurance will provide payments or expense coverage, regardless of whether the other coverage is described as primary, excess or contingent. If *your* claim against another *insurer* is denied or partially paid, *we* will process *your* claim according to the terms and conditions of the *policy* as described in this *certificate*. If *we* make a payment, *you* agree to assign to *us* any right *you* have against the other *insurer* for dental expenses *we* pay. Payments made by the other *insurer* will be credited toward any applicable *coinsurance* or [*calendar*] [*plan*] [*year*] *deductibles*.

## **D. Recovery rights**

### **Your obligation in the recovery process**

*We* have the right to collect *our* payments made in error. *You* are obligated to cooperate and assist *us* and *our* agents to protect *our* recovery rights by:

1. Obtaining *our* consent before releasing any party from liability for payment of dental expenses.
2. Providing *us* with a copy of any legal notices arising from *your* injury and its treatment.
3. Assisting *our* enforcement of recovery rights and doing nothing to prejudice *our* recovery rights.

4. Refraining from designating all (or any disproportionate part) of any recovery as exclusively for “pain and suffering.”

If *you* fail to cooperate, *we* will collect from *you* any payments *we* made.

*We* will not request a refund or offset against a claim more than 12 months after *we* have paid a claim except in the case of fraud or misrepresentation by the health care provider.

### **[Assignment of recovery rights**

If *your* claim against the other *insurer* is denied or partially paid, *we* will process the claim according to the terms and conditions of the *policy*. If *we* make payment on *your* behalf, *you* agree that any right for expenses *you* have against the other *insurer* for expenses *we* pay will be assigned to *us*.

If *benefits* are paid under the *policy* and *you* recover under any automobile, homeowners, premises or similar coverage, *we* have the right to recover from *you* an amount equal to the amount *we* paid.]

## **[E. Appeal rights**

### **How to Challenge Our Claim Decision**

If a *covered person* disagrees with *our* decision on payment of a particular claim, the *covered person* can request a second review of the claim, also known as an appeal. To request this review, *you* must send *us* a letter requesting a second claim review within 60 days from the time *you* received notice of *our* claim payment decision. The *covered person* may also send any documents or information that are relevant to *our* decision of how to pay the claim.

Once *we* receive the request, *we* will make a second review of the claim and provide notice of *our* decision within 15 business days.

The *covered person* may also contact the Missouri Department of Insurance to file a grievance.

### **Rights You Have after a Second Claim Review and Denial**

*You* cannot bring any legal action against *us* prior to 60 days but not more than the time allowed by the applicable statute of limitations after the date all necessary claims payment information has been received. The *covered person* also must have completed a second claim review and utilized any external appeals procedure available under state law.]

## **Section IV - Eligibility**

### **A. When you are eligible for coverage**

#### **Primary insured coverage**

**Eligibility date:** The *primary insured* is eligible for coverage when:

1. Eligibility requirements listed in the *Primary Insured* Application are satisfied; and
2. The *primary insured* is a member of the group *policyholder*.

**Effective date:** *Your effective date* will be calculated after *we* approve the completed application. *Your effective date* will be the date approved by *us*.

**Incontestability:** After *you* have been insured for two years, *we* cannot contest the validity of coverage except for nonpayment of premium. Statements *you* make cannot be contested unless they are in writing with *your* signature. A copy of the form must then be given to *you*.

Every time *you* change coverage, either with or without an application, the two year review timeframe starts over with regard to the new information and *benefits*.

### **Dependent coverage**

**Eligibility date:** If the *primary insured* is covered, the *primary insured's dependent* is eligible for coverage:

1. On the date the *primary insured* is eligible for coverage;
2. On the date of the *primary insured's* marriage (spouse and/or stepchildren);
3. On the date of birth of the *primary insured's* natural-born child; or
4. On the date a child is placed in the *primary insured's* home for adoption by the *primary insured*.

**Application:** If *you* have any questions in regard to applying, for *dependent* coverage, please contact *us* at [1-800-233-4013].

**Effective date:** Each *dependent's effective date* of coverage is determined as follows, subject to the *Dependent Delayed Effective Date* provision:

1. If *we* receive the application before the *dependent's* eligibility date, the *dependent* is covered on the date he or she is eligible.
2. If *we* receive the application within [31] days after the *dependent's* eligibility date:
  - A. The *dependent* is covered on the date *we* receive the completed application; or
  - B. The *dependent* is covered on the date he or she is eligible if the *primary insured* already had *dependent* coverage in force.
3. The date *we* specify if *we* receive the completed application more than [31] days after the *dependent's* eligibility date.

Coverage for a newborn child born to *you* or a covered *dependent* will be effective from the moment of birth. Notification must be provided to *us* within 31 days of the newborn's date of birth. If notification is provided within 31 days, no additional premium will be charged for coverage of the newborn for the duration of the 31-day notice period. If notification is not provided within 31 days, *we* may charge an additional premium from the date of birth. *We* will not deny coverage provided the required notice is given to *us* within 60 days of the date of birth.

Coverage for a newborn child of a covered *dependent* will not extend beyond 18 months after birth.

Coverage for an adopted child will be effective from the date of birth if an agreement of adoption is entered into prior to the birth, or from the date of placement in *your* home prior to the child's 18<sup>th</sup> birthday. Notification, or completion of an application, as applicable, must be provided to *us* within 31 days of date of birth or placement. If notification is provided within 31 days, no additional premiums will be charged for coverage of the adopted or foster child for the duration of the 31-day notice period. If notification is not provided within 31 days, *we* may charge an additional premium from the date of birth or placement. *We* will not deny coverage provided the required notice is given to *us* within 60 days of the date of birth or placement.

No coverage will be provided for a child who is not ultimately placed in *your* home. For children in *your* custody, coverage will terminate the date *you* no longer have legal custody.

A *dependent's effective date* cannot occur before the *primary insured's effective date* of coverage.

**[Dependent delayed effective date:** For other than a newborn, a *dependent's effective date* of coverage will be delayed if the *dependent* is homebound due to *bodily injury* or *sickness*, or is confined to a hospital or mental health center. The *dependent's* coverage will be effective one day after discharge from confinement. A physician must certify the discharge.]

## **B. Changes to your coverage**

### **Changes in benefits**

*You* may call or write *us* to request additional, increased or decreased *benefits*. If the additional *benefit* *you* request are available, as determined and approved by *us*, the *benefit* will become effective on the date *we* approve the change.

### **Change in state of residence**

If *you* move out of *your* current state of residence *you* may be eligible for new *benefits* under *your* new state of residence.

Call or write *us* at least 14 days prior to *your* move to a new state to inform *us* of *your* new address and phone number. Once received, *we* will inform *you* of any changes to *your* plan, on such topics as, new networks, *benefits* and premium. Such change will be retroactive and effective as of the date of *your* move.

### **Child-only coverage**

The parent or legal guardian in whose name coverage is issued is considered the *primary insured*. In the case of child-only coverage, as a parent or legal guardian, *you* have contracted on behalf of *your dependent* for the *benefits* described in the *policy*. It is *your* responsibility to assure *your dependent's* compliance with any and all terms and conditions outlined in the *policy*.

To add a *dependent* child to child-only coverage, follow the procedures listed above.

### **Our rights to make changes to the policy**

*We* have the right to make certain changes to the *policy*.

### **Changes we will make without notice to you**

If a change is required by a state or federal law or government division, *we* can make the change at any time without notice to *you*.

### **Changes where we will notify you**

*We* also can make changes to the *policy* on the premium due date or upon separate notice, provided *we* send *you* a written explanation of the change 31 days prior to its effect. All such changes will be made in accordance with state law. *Your* continued payment of premium will stand as proof of *your* agreement to the change.

### **How do you know these are our changes?**

No modification or amendment to the *policy* will be valid unless approved by the President, Secretary or a Vice-President of *our* company. No agent has authority to modify the *policy*, waive any of the *policy* provisions, extend the time for premium payment or bind *us* by making any promise of representation.

## **C. Premium payment**

### **Your Duty to Pay Premium**

*You* must pay the required premium to *us* as it becomes due. Failure to do so will result in termination of coverage.

The first premium is due on the *effective date*. Subsequent premiums are due on the first day of each premium period. Premium period means monthly, quarterly, semi-annually or annually, as selected by *you*. All premiums are payable to *us* at *our* address.

### **Grace Period**

A grace period of 31 days will be allowed for the payment of each required premium due after the first premium. If premium is not paid, *we* will terminate the insurance as of the last day through which premium was paid.

### **[Changes to Your Premium**

We will not change the initial premium shown on the cover of this *certificate* for the first [12] consecutive months except for the following:

- *Family members* are added or deleted;
- Coverage is increased or decreased;
- A *covered person* moves to a different zip code or county; or
- Premium payment method is changed.

The premium change will be effective on the date of such change. After the first [12] consecutive months, premium may change on any premium due date for any of the reasons stated above or the following:

- A new rate table applies;
- Any *covered person's* age increases; or
- Any *covered person's* rating classification changes.

We will provide written notice at least [30-60] days prior to the *effective date* of any premium change.]

### **Return of Premium/Rescission**

In no event, except upon termination of *your* coverage under the *policy* will the premium be returned. If *your* coverage is terminated, the amount of returned premium will be calculated pro rata.

Further, any refunds required by the state will be prorated to the termination date from the date of last premium payment.

## **D. Terminations**

### **[Terminating coverage**

*Your* insurance coverage may end at any time, as stated below. Coverage terminates on the earliest of the following events:

1. Termination date of the *policy*;
2. Failure to pay premium by the required due date;
3. The [date] [end of the month] [end of the year] *you* enter the military fulltime;
4. [The][date] [end of the month] [end of the year] *you* no longer are eligible for coverage;
5. The date a *covered person* commits fraud or intentional misrepresentation of a material fact, as determined by *us*;
6. For a *dependent*, the [date] [end of the month] [end of the year] *your* insurance terminates;
7. For a *dependent*, the [date] [end of the month] [end of the year] he/she no longer meets the definition of a *dependent*; or
8. The [date] [end of the month] [end of the year] *you* request that insurance be terminated for *you* and/or *your dependents*.

[We will provide [30-60] days advance written notice of termination to *you*, [unless termination is due to nonpayment of premium]. [In that event, *we* will provide a [10]-day advance written notice.]]

### **Your duty to notify us**

*You* are responsible to notify *us* of any of the events stated above which would result in termination of a *covered person*.

If *we* accept premium for any *covered person* extending beyond the date, age or event specified in this provision as a reason for termination, then coverage for the *covered person* will continue during the period for which an identifiable premium was accepted, except where such acceptance of premium was based on misstatement of age.

If *you* fail to provide timely notification of these events, the termination date and the period for which premium refund (if any) will be calculated, will be determined based on when *we* should have received the notification, as determined by *us*.

### **Continuation of Coverage for Surviving Dependents**

If *your* coverage has been in force for at least 90 days and *you* die while *dependent* coverage is in force, the surviving *dependents* that are covered under the *policy* on the date of death may be eligible to continue coverage under the *policy*.

The surviving spouse or legal guardian of the covered *dependent* child(ren) must notify *us* in writing within 31 days of *your* death. Premium must continue to be paid in order for coverage to continue. The premium may change and will be based upon the classification of risk and age of those continuing coverage.

The surviving *dependent* spouse will become the *primary insured* if covered under the *policy* on the date of death. In the case of child-only coverage, the surviving *dependent's* parent or legal guardian will become the *primary insured* of the continued *policy*.

All conditions, limitations, exclusions and maximums hereunder will continue to apply.

### **Modification of policy**

The *policy* may be modified at any time by agreement between *us* and the *policyholder* without the consent of any *covered person*. Modifications will not be valid unless approved by *our* president, vice president, secretary or other authorized officer. The approval must be endorsed on, or attached to, the *policy*. No agent has the authority to modify the *policy*, waive any of the *policy* provisions, extend the time for premium payment, make or alter any contract, or waive any of the Company's other rights or responsibilities.

## **Section V – General Provisions**

### **[Assignment of benefits**

Assignment of *benefits* may be made only with *our* consent. It is not binding until *we* receive and acknowledge in writing the original or copy of the assignment before payment of the *benefit*. *We* do not guarantee the legal validity or effect of such assignment.]

### **Conformity with state statutes**

Any provisions that are in conflict with the laws of the states in which the *policy* and this coverage are issued are amended to conform to the minimum requirements of those laws.

### **Cost of legal representation**

The cost of *our* legal representation in matters related to *our* rights under the *policy* shall be borne solely by *us*. The costs of legal representation incurred by or on behalf of a *covered person* shall be borne solely by *you* or the *covered person*, unless *we* are given timely notice of the claim and an opportunity to protect *our* own interests and *we* failed or declined to do so.

### **Entire contract**

The rules governing *our* agreement to provide *you* with dental insurance in exchange for *your* premium payment is based on several written documents: the *policy*; riders, amendments, endorsements and *your* application and the application of the *policyholder*.

### **Privacy statement**

*We* strive to ensure the privacy and confidentiality of information about *our covered persons* as it related to both personal data and health history.

## **Relationship with providers**

*We* and *dentists* or other *health care practitioners* are at all times acting independently. *We* do not make any treatment decisions, nor prescribe treatment options, regardless of any coverage determinations *we* make under the *policy*.

## **Section VI - Definitions**

The following are definitions of terms used in this *certificate*. Defined terms are printed in “*italic*” type wherever found in this *certificate*.

***Accidental injury:*** Damage to the mouth, teeth and supporting tissue due directly to an accident. It does not include damage to the teeth, appliances or prosthetic devices that results from chewing or biting food or other substances.

***Balance bill:*** The amount that an *out-of-network dentist* may charge a *covered person*. Such amount charged equals the difference between the amount paid by *us* and the amount of the *out-of-network dentist* bill charge.

***Benefit:*** The amount payable in accordance with the provisions of the *policy*.

***Bodily injury:*** An injury due directly to an accident.

***[Calendar year:*** The period of time beginning January 1 and ending on December 31 of the same year. The first *calendar year* begins for a *covered person* on the date *benefits* under the *policy* first become effective for that *covered person* and ends on the following December 31.]

***Certificate:*** This document, together with any amendments, riders or endorsements, which describe the agreement between *you* and *us*.

***Coinsurance:*** Shared coverage. *Our coinsurance* is the percent of *covered expense* payable as *benefits*, after the *deductible* is satisfied, up to the *maximum benefit* portion as shown on the schedule.

***[Copayment:*** A specified dollar amount, if on the Schedule, to be paid by a *covered person* to a provider toward *covered expenses* of certain *services* specified in the *policy*.]

***Cosmetic dentistry:*** *Services* provided by a *dentist* primarily for the purpose of improving appearance.

***Covered expense:*** The *reimbursement limit* for a *covered service*.

***Covered person:*** Anyone eligible to receive *policy benefits* as a *covered person*.

***Covered service:*** A *service* considered a *dental necessity*, *medical necessity* or routine Preventive *service* that is:

1. Ordered by a *dentist*;
2. For the *benefits* described herein, subject to any *maximum benefit*, and all other terms, provisions, limitations and exclusions of the *policy*; and
3. Incurred when a *covered person* is insured for that *benefit* under the *policy* on the *expense incurred date*.

***Deductible:*** The amount of *covered expense* that a *covered person* must incur and is responsible to pay before *we* pay certain *benefits*.

***Dental injury:*** An injury to a *sound nature tooth* caused by a sudden and external force that could not be predicted in advance and could not be avoided. It does not include biting or chewing injuries.

***Dental necessity:*** The extent of care and treatment that is the generally accepted, proven and established practice by most *dentists* with similar experience and training, as determined by *us*. Such care and treatment must use the least

costly setting or procedure required by the patient's condition, and must not be provided primarily for the convenience of the patient or the *health care practitioner*.

**Dentist:** An individual who is validly licensed to practice dentistry or provide dental *services* and is acting within the lawful scope of his or her license.

**Dependent:**

1. *Your* legally recognized spouse;
2. *Your* unmarried natural child, step-child, foster child or legally adopted child whose age is less than the limiting age and who is not provided coverage as a named subscriber, insured, enrollee, or *covered person* under any group or individual health benefit plan, or entitled to benefits under Title XVIII of the Social Security Act, P.L. 89097, 42 U.S.C. Section 1395, et seq.;
3. An unmarried child whose age is less than the limiting age and for whom *you* have received a court or administrative order to provide coverage and who is not provided coverage as a named subscriber, insured, enrollee, or *covered person* under any group or individual health benefit plan, or entitled to benefits under Title XVIII of the Social Security Act, P.L. 89097, 42 U.S.C. Section 1395, et seq;
- 4.

*Your dependent* child who upon attainment of the limiting age while insured under the *policy* is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the *primary insured* for support and maintenance. Proof of such incapacity and dependency must be furnished to *us* by the *primary insured* at least 31 days after the child's attainment of the limiting age. *We* may require at reasonable intervals during the 2 years following the child's attainment of the limiting age subsequent proof of the child's incapacity and dependency. After such 2-year period *we* may require subsequent proof not more than once each year.

4. 5. A covered *dependent's* newborn child (limited to 18 months after birth).

*Dependent does not* mean a:

1. Grandchild, unless such child is born to a *dependent* covered under the *policy*.
2. Great grandchild; or
3. Child who has not yet attained full legal age, but how has been declared by a court to be emancipated.

The limiting age for each child to be considered a *dependent* under the *policy* is no more than 25 years of age.

A covered *dependent* child who becomes eligible for other group dental coverage no longer is eligible for coverage under the *policy*.

*We* will not deny enrollment of a child on the grounds that: (1) the child was born out of wedlock; or (2) the child is not claimed as a *dependent* on the parent's federal income tax return; or (3) the child does not reside with the parent or in *our* service area.

**Effective date:** The first date all the terms and provision of the *policy* apply. It is the date that appears on the face page or schedule of this *certificate* or on the date of any amendment, rider or endorsement hereto.

**Emergency:** A sudden, serious dental condition caused by an accident or dental disease that, if not treated immediately, would result in serious harm to the dental health of the *covered person*. Coverage for an *emergency* is limited to *palliative* care only.

**Expense incurred:** The *reimbursement limit* charged for *services* that are a *dental necessity* or *medically necessary* to treat the condition.

**Expense incurred date:** The date on which:

1. The teeth are prepared for fixed bridges, crowns, inlays, onlays or veneers;

2. The final impression is made for full or partial dentures;
3. The pulp chamber of a tooth is opened for root canal therapy;
4. Periodontal surgery is performed;
5. The *service* is performed for *covered expenses* not listed above.

**Family member:** Anyone person related to *you* by blood, marriage or adoption.

**Geographic area:** The three digit zip code in which the dental service is provided; or a greater area if necessary to obtain a representative cross-section of charges for a like dental service.

**Health care practitioner:** A practitioner who is professionally licensed by the appropriate state agency to diagnose or treat a *bodily injury* or *sickness*, and who provides *services* within the scope of that license. A *health care practitioner's services* are not covered the practitioner resides in the *covered person's* home or is a *family member*.

**Identification card or ID:** The card each *covered person* receives that contains *our* address and telephone number.

**In-Network dentist:** A *dentist* under agreement with *us* to provide certain dental *services* to *covered persons* at contracted rates and terms.

**Insurer:** HumanaDental Insurance Company.

**Maximum benefit:** The maximum amount that may be payable for each *covered person* for *expenses incurred*. The applicable *maximum benefits* are shown on the Schedule No further *benefits* are payable once the *maximum benefits* are reached.

**Medically necessary:** The required extent of *service*, treatment or product that a *health care practitioner* would provide to his/her patient for the purpose of diagnosing, palliating or treating a *sickness* or *bodily injury*, or its symptoms. Such health care *service*, treatment or product must be:

1. In accordance with nationally recognized standards of medical practice and generally accepted as safe, widely used and effective for the proposed use;
2. Clinically appropriate in terms of type, frequency, intensity, toxicity, extent, setting and duration;
3. Not primarily for the convenience of *covered person* or the *health care practitioner*;
4. Clearly substantiated by the records and documentation concerning the patient's condition;
5. Performed in the most cost effective setting required by the patient's condition; and
6. Supported by the preponderance of nationally recognized peer review medical literature, if any, published in the English language as of the date of *service*.

**Negotiated fee:** The rate mutually agreed upon between *us* and a *dentist* in a specific instance.

**Out-of-Network dentist:** A *dentist* who is NOT under agreement with *us* to provide certain dental *services* to *covered persons* at contracted rates and terms.

**Palliative:** Treatment used in an *emergency* situation to relieve, ease or alleviate the acute severity of dental pain, swelling or bleeding. *Palliative* treatment usually is performed for, but not limited to, the following acute conditions:

1. Toothache;
2. Localized infection;
3. Muscular pain; or
4. Sensitivity and irritations of the soft tissue.

*Services* are not considered *palliative* when used in association with any other *covered services* except x-rays and/or exams.

**[Plan year:** If shown on the Schedule, the period of time which begins immediately on *your effective date* and renews 12 months following the initial *effective date*. For persons enrolled other than on *your initial effective date*

or a subsequent anniversary date, *benefits* begin immediately on the *covered person's effective date* and renew 12 months following the *covered person's initial effective date*.]

***Policy:*** The document describing the *benefits* we provide as agreed to by *us* and the *policyholder*.

***Policyholder:*** The legal entity identified as the *policyholder* on the face page of the *policy* and to whom the *policy* is issued.

***Primary insured:*** The person to whom this *certificate* is issued.

***Reimbursement limit:*** The maximum allowable fee for a *covered service*. It is the lesser of:

1. In the case of *services* rendered by providers with whom *we* have agreements, the fee that *we* have negotiated with that provider;
2. The fee based on rates negotiated with one or more participating providers in the geographic area for the same or similar *services*;

Charges billed by a provider that exceed the *reimbursement limit* will not apply to the *member's deductible* or *coinsurance*.

***Renewal:*** The time frame established by billing mode for premium payment.

***Services:*** Procedures, surgeries, consultations, advice, diagnosis, referrals, treatment, supplies, drugs, devices or technologies.

***Sickness:*** A disturbance in function or structure of the *covered person's* body which causes physical signs or symptoms that, if left untreated, will result in a deterioration of *your* health state of the structure of system(s) of the *covered person's* body.

***Sound natural tooth:*** A tooth that:

1. Is organic and formed by the natural development of the body (not manufactured, capped, crowned or bonded);
2. Has not been extensively restored;
3. Has not become extensively decayed or involved in periodontal disease; and
4. Is not more susceptible to injury than a whole natural tooth, (for example a tooth that has not been previously broken, chipped, filled, cracked or fractured).

***Treatment plan:*** A written report on a form satisfactory to *us*, which is completed by the *dentist*. It consists of:

1. A list of the *services* to be performed, using the American Dental Association Nomenclature and codes;
2. The *dentist's* written description of the proposed treatment;
3. Supporting pretreatment x-rays showing the *covered person's* dental needs;
4. Itemized cost of the proposed treatment; and
5. Any other appropriate diagnostic materials as requested by *us*.

***We, us and our:*** The *insurer* as shown on the cover page of this *certificate*.

***Year, Yearly:*** The *calendar year* or *plan year* as shown on the Schedule of Benefits.

***You and your:*** The *primary insured*.

## [Section VII–Non-Insurance Discounts

### **Discount/access disclosure**

From time to time, *we* may offer or provide *you* with access to discount programs. In addition, *we* may arrange for third-party dental service to provide *you* with discounts on goods and *services*. Some of these third-party dental service providers may make payments to *us* when these discount programs are used. These payments offset the cost to *us* of making these programs available and may help reduce the costs of *your* plan administration.

### **Who has responsibility for these discounts?**

Although *we* have arranged for third parties to offer discounts on these goods and *services*, these discount programs are not insured *benefits* under the *policy*. The third-party providers are solely responsible for providing the goods and/ or *services*. *We* are not responsible for any goods and/ or *services* nor are *we* liable if vendors refuse to honor such discounts. Further, *we* are not liable for the negligent provision of such goods and/ or *services* by third-party service providers.

Discount programs may not be available to people who "opt out" of marketing communications, or where otherwise restricted by law.]



[www.humanadental.com](http://www.humanadental.com)  
Toll Free 800-233-4013  
1100 Employers Blvd  
Green Bay WI 54344

Insured by HumanaDental Insurance Company

**GROUP INSURANCE APPLICATION**

**Application is hereby made to:      HumanaDental Insurance Company**

**For Group Insurance Policy No.:    [ABC001]**

**Application is made by:                [ABC Association]**

The above referenced Association requests and accepts the Group Insurance Policy referenced above.

The group Insurance application is attached to and made a part of the referenced Group Insurance Policy as of the Policy effective date.

Dated at: \_\_\_\_\_ [ABC Association]

Dated on: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing  
on behalf of the Association)

WITNESS: \_\_\_\_\_

# HumanaOne Dental & Vision Application



Requested Effective Date: \_\_\_/\_\_\_/\_\_\_

This form is for:  New Business (First time applicant)  Reinstatement (Reapplication)  
 Change/modification to Existing Policy or Plan

[Arkansas]

[Reason for change \_\_\_\_\_] [Change/Modification to Existing Policy or Plan # \_\_\_\_\_]

## [1.] Coverage Options Please complete this section when selecting a dental or vision product.

### Dental Coverage

### Vision Coverage

Product Name	[Facility #]	Product Name
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## [2.] Primary Applicant Information

If child-only coverage is requested, the youngest child is the Primary Applicant. Questions must be filled out by custodial parent or legal guardian.

First name	MI	Last name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth / /	
Home address (not PO Box)			City	State	Zip code
E-mail		Home phone # ( )		Daytime phone # ( )	
Social Security #	[Dentist Name]		[Humana Medicare Member ID/HICN]		

## [3.] Parent or Guardian Information Please complete this section if Primary Applicant is under [0-18] years of age.

First name	MI	Last name	E-mail		
Home address (not PO Box)			City	State	Zip code
Home phone # ( )		Daytime phone # ( )		Relationship to child(ren)	

## [4.] Family Information

Please complete only if your spouse and/or dependent children are applying for coverage. Attach an additional family information sheet if necessary. Each additional page must be signed and dated.

<b>Spouse</b> First name	MI	Last name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth / /	
Social Security #	[Humana Medicare Member ID/HICN]		Email		
[Dentist Name]		[Facility #]			

<b>Dependent</b> First name	MI	Last name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth / /	
Social Security #	[Humana Medicare Member ID/HICN]		Email		
[Dentist Name]		[Facility #]			

<b>Dependent</b> First name	MI	Last name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth / /	
Social Security #	[Humana Medicare Member ID/HICN]		Email		
[Dentist Name]		[Facility #]			

<b>Dependent</b> First name	MI	Last name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth / /	
Social Security #	[Humana Medicare Member ID/HICN]		Email		
[Dentist Name]		[Facility #]			

## [5.] Agent / Producer Information This section to be completed by Agent or Producer.

### [1. Agent/Agency of Record (for commissions and correspondence)

Name (print)
Humana Agent #
[Commission split: <input type="checkbox"/> No <input type="checkbox"/> Yes]
[If yes, percentage (Total should equal 100%)]

### [2. Writing Agent / Producer:

Name (print)
Humana Agent #
[Commission split: <input type="checkbox"/> No <input type="checkbox"/> Yes]
[If yes, percentage (Total should equal 100%)]

As the Writing Agent / Producer, I acknowledge that I am responsible to meet with the primary applicant submitting this application in order to fully and accurately represent the terms and conditions of the product and services of the offering or insuring entity, or one of its subsidiaries. These provisions are available to me and the primary applicant in the benefit summary document or other product literature.

Writing agent's signature \_\_\_\_\_ [Date \_\_\_/\_\_\_/\_\_\_]

## [6.] Agreement and Signature

**True and Complete Acknowledgment:** I understand, agree and represent: I have read this document or it has been read to me. The answers are true and complete. I have received and reviewed any state or federal required disclosures. Neither I nor any agent or producer has the authority to waive a complete answer to any question, determine coverage or insurability, alter any contract, or waive any of Humana's other rights and requirements. This product applied for is not an employer-sponsored group insurance policy and it does not comply with state or federal small employer laws. I certify that I do not qualify for or have willingly waived a group insurance policy or receive favorable tax treatment under federal or state law that will be used to pay insurance premiums. If this application for coverage is accepted, coverage will be effective on the date specified by Humana on the policy. Acceptance of premium and fees does not guarantee coverage. I agree to automatic withdrawal from my specified bank account or credit card for premium payment and administrative fees if selected on the Humana *One* Dental & Vision Payment & Billing Authorization form. Any misrepresentation on this application may be used by Humana during the first [0-2] policy years to void the contract or modify the terms of coverage. This may result in loss of coverage, modification of coverage and/or claim denial. As a parent or legal guardian of a dependent [0-18] years or older applying for coverage, I attest by my signature below, that I have gathered the necessary insurance information from my dependent in order to fully and truthfully complete this application. This document, together with any supplements, will form part of and be the basis for any policy issued.

**Any person who knowingly presents a false or fraudulent claim for payment of loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

Primary Insured or Legal Guardian Signature \_\_\_\_\_ [Date \_\_\_\_/\_\_\_\_/\_\_\_\_]

Relationship of Legal Guardian \_\_\_\_\_

Spouse Signature \_\_\_\_\_ [Date \_\_\_\_/\_\_\_\_/\_\_\_\_]

(if covered dependent)

The offering Company(ies) listed below, severally or collectively, as the content may require, are referred to in this application as "Humana".

**[Dental] [products] insured by [HumanaDental Insurance Company]  
[Vision] [products] insured by [Humana Insurance Company]**

# HumanaDental Insurance Company

## AMENDATORY ENDORSEMENT

(Arkansas Residents Only)

This Amendatory Endorsement is attached to and made a part of your contract. It changes your coverage as follows:

**A. Section II – Benefits, A. Your plan benefits**, the following is hereby added:

### State Required Benefits:

Coverage is provided for anesthesia and hospital or ambulatory surgical facility charges for services performed in connection with dental procedures in a hospital or ambulatory surgical facility if: (1) the provider treating the *covered person* certifies that because of the *covered person's* age or condition or problem, hospitalization or general anesthesia is required in order to safely and effectively perform the procedures; and (2) the *covered person* is: (a) a child under 7 years of age who is determined by two *dentists* to have a significantly complex dental condition; (b) *covered person* diagnosed with a serious mental or physical condition; or (c) a *covered person* with a significant behavioral problem as determined by his or her physician. Such coverage does not apply to TMJ.

**B. Section III – Claims**, the following changes are hereby made:

1. **A. How we pay claims, Paying Claims**, is deleted and replaced with the following:

Clean claims will be paid or denied within 30 days after receipt of claim filed electronically or within 45 days after receipt of claim submitted by other means. *We* shall notify *you* within 30 days after receipt of the claim if *we* determine that additional information is needed to process the claim. If *we* do not pay the claim or give notice that additional information is needed in order to process the claim, *we* shall pay a penalty to *you* for the period beginning on the 61<sup>st</sup> day after receipt of the clean claim and ending on the clean claim payment date, calculated as follows: the amount of the clean claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365.

Clean Claim means a claim for payment of a *covered expense* that is submitted on a HCFA 1500, on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on *our* standard claim form with all required fields completed in accordance with *our* published claim filing requirements. A Clean Claim shall not include a claim (1) for payment of expenses incurred during a period of time for which premiums are delinquent, (2) for benefits under a Medicare supplement policy if the claim is not accompanied by an explanation of Medicare benefits or the Explanation of Medicare Benefits ("EOMB") has not been otherwise received by the Health Carrier, or (3) for which the Health Carrier needs additional information in order to resolve one or more of the issues listed in Subsection 13(b) of this rule.

2. **Recovery rights**, the following is added:

If *we* exercise recoupment, *we* will give the health care provider a written or electronic statement specifying the basis for the recoupment. The statement will provide the following information: (a) the amount of the recoupment; (b) the *covered person's* name to whom the recoupment applies; (c) the *covered person's* identification number; (d) date of date of service; (e) service or services on which the recoupment is based; (f) pending claims being recouped or future claims that will be recouped; and (g) specific reasons for the recoupment.

As used in this section, recoupment means any action or attempt by *us* to recover or collect payments already made to the health care provider with respect to a claim: (a) by reducing other payments currently owed to the health care provider; (b) by withholding or setting off the amount against current or future payments to the health care provider; (c) by demanding payment back from a health care provider for a claim already paid; or (d) by any other manner that reduces or affects the future claim payments to the health care provider.

**C. Section IV – Eligibility, A. When you are eligible for coverage, Dependent coverage, Effective date**, is hereby deleted and replaced with the following:

**Effective date:** Each *dependent's* effective date of coverage is determined as follows, subject to the *Dependent Delayed Effective Date* provision:

1. If *we* receive the application before the *dependent's* eligibility date, the *dependent* is covered on the date he or she is eligible.
2. If *we* receive the application within [31] days after the *dependent's* eligibility date:
  - A. The *dependent* is covered on the date *we* receive the completed application; or

- B. The *dependent* is covered on the date he or she is eligible if the *primary insured* already had *dependent* coverage in force.
3. The date *we* specify if *we* receive the completed application more than [31] days after the *dependent's* eligibility date.

Coverage for a newborn child born to *you* or a covered *dependent* will be effective from the moment of birth and will remain in force for 90 days. Coverage for a newborn child will be the same as coverage for all other *dependents*. Notification must be provided to *us* within 90 days of the newborn's date of birth and *you* must pay the required additional premium, if any, in order to have coverage for the newborn child continue beyond such 90 days.

Coverage for a newborn child of a covered *dependent* child will not extend beyond 18 months after birth.

Coverage for an adopted child or a minor under *your* charge, care and control for whom *you* have filed a petition to adopt, is effective upon the earlier of the date of placement for the purpose of adoption, or the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption. Coverage for such child will be the same as for all other *dependents*. Coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. However, *you* must notify *us* in writing within 60 days of such placement for adoption or entry of an order and pay the required additional premium, if any, in order to have coverage for the adopted child continue beyond such 60 day period. A *dependent's effective date* cannot occur before the *primary insured's effective date* of coverage.

**D. Section VI – Definitions, Dependent**, item 4 pertaining to the limiting age, has been deleted and replaced with the following:

4. *Your dependent* child who upon attainment of the limiting age while insured under the *policy* is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the *primary insured* for support and maintenance. Proof of such incapacity and dependency must be furnished to *us* by the *primary insured* after the child's attainment of the limiting age. *We* may require at reasonable intervals during the 2 years following the child's attainment of the limiting age subsequent proof of the child's incapacity and dependency. After such 2-year period *we* may require subsequent proof not more than once each year.

This Amendatory Endorsement is subject to all of the exceptions, definitions and conditions of the contract not inconsistent herewith. In all other respects, your contract remains the same.



[Gerald L. Ganoni]  
[President]





SERFF Tracking Number: ICCI-126056991 State: Arkansas  
 Filing Company: HumanaDental Insurance Company State Tracking Number: 42373  
 Company Tracking Number: HUMD-ASSOC-POLICY.001  
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
 Product Name: HumanaDental Group Dental Policy  
 Project Name/Number: HumanaDental Group Dental Policy/HumanaDental Group Dental Policy HUMD-ASSOC-POLICY.001

## Supporting Document Schedules

**Satisfied -Name:** People's Benefit Alliance  
 Constitution and Bylaws  
**Review Status:** Approved-Closed 05/20/2009

**Comments:**

**Attachment:**

Peoples Benefit Alliance Assoc bylaws and articles.pdf

**Satisfied -Name:** Flesch Certification  
**Review Status:** Approved-Closed 05/20/2009

**Comments:**

**Attachment:**

Cert of Comp. with Rule 19 assoc dental.pdf

**Satisfied -Name:** Application  
**Review Status:** Approved-Closed 05/20/2009

**Comments:**

See application attached to Forms tab

**Satisfied -Name:** Fee Schedule  
**Review Status:** Approved-Closed 05/20/2009

**Comments:**

**Attachment:**

AR\_Fee\_Schedule assoc dental.pdf

**Satisfied -Name:** Cover letter  
**Review Status:** Approved-Closed 05/20/2009

**Comments:**

**Attachment:**

AR Filing Letter 5-12-09.pdf

**Satisfied -Name:** HumanaDental Authorization Letter  
**Review Status:** Approved-Closed 05/20/2009



SERFF Tracking Number: ICCI-126056991 State: Arkansas  
Filing Company: HumanaDental Insurance Company State Tracking Number: 42373  
Company Tracking Number: HUMD-ASSOC-POLICY.001  
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
Product Name: HumanaDental Group Dental Policy  
Project Name/Number: HumanaDental Group Dental Policy/HumanaDental Group Dental Policy HUMD-ASSOC-POLICY.001

**Satisfied -Name:** People's Benefit Alliance checklist **Review Status:** Approved-Closed 05/20/2009

**Comments:**

**Attachments:**

AR PBA.pdf  
PBA Book Cover 9-08.pdf  
PBA Book Text 9-08.pdf  
PBA Card 9-08.pdf

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

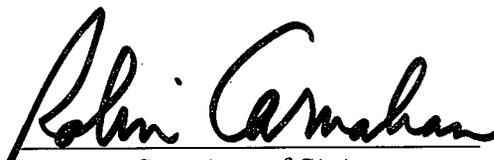
*Peoples Benefit Alliance*  
N00042905

Formerly,

*RealAge Health Partners*

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
15th day of February, 2008.

  
Secretary of State





**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number:  
N00042905  
Date Filed: 02/15/2008  
Robin Carnahan  
Secretary of State

**Articles of Amendment  
for a Nonprofit Corporation**  
*(Submit with filing fee of \$10.00)*

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: RealAge Health Partners
- (2) The amendment was adopted on 2/11/2008 and changed article(s) 1 to state as follows:  
*month/day/year*

Article One (1) is amended to read:

The name of the Corporation is: Peoples Benefit Alliance

- (3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

- (4) If approval by members was required, check here and provide the following information: \_\_\_\_\_

- A. Number of memberships outstanding: \_\_\_\_\_
- B. Complete either C or D:
- C. Number of votes for and against the amendments(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____

*Please see next page*

Name and address to return filed document:  
Name: Karen Boeker  
Address: EFFECTIVE IMMEDIATELY  
NEW STREET ADDRESS:  
16476 Wild Horse Creek Rd  
City, Stat Chesterfield, MO 63017

State of Missouri  
Amend/Restate - NonProfit 2 Page(s)



T0805601031

Corp. 53A (01/05)

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

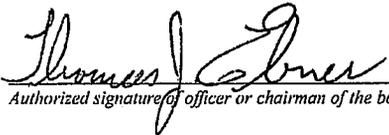
Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: \_\_\_\_\_

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

  
*Authorized signature of officer or chairman of the board*

Thomas Ebner

*Printed Name*

President

*Title*

2/11/2008

*Date*

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

*RealAge Health Partners*  
N00042905

Formerly,

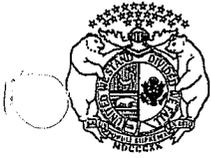
*Peoples Benefit Alliance*

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 14th day of November, 2005.

  
Secretary of State





**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number: 200531921103  
N00042905  
Date Filed: 11/14/2005  
Robin Carnahan  
Secretary of State

**Articles of Amendment  
for a Nonprofit Corporation**  
*(Submit with filing fee of \$10.00)*

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: Peoples Benefit Alliance
- (2) The amendment was adopted on 11-2-05 and changed article(s) 1 to state as follows:  
*month/day/year*  
Article number One (1) is amended to read:  
The name of the corporation is: RealAge Health Partners

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):           ✓          

(4) If approval by members was required, check here and provide the following information: \_\_\_\_\_

- A. Number of memberships outstanding: \_\_\_\_\_
- B. Complete either C or D:
- C. Number of votes for and against the amendments(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____

*Please see next page*

Name and address to return filed document:

Name: Rachel DiFulvio

Address: 16476 Chesterfield Airport Rd.

City, State, and Zip Code: Chesterfield, MO 63017

State of Missouri  
Amend/Restate - NonProfit 2 Page(s)



T0531858115

Corp. 53A (01/05)

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:                      Number Voting undisputed:

_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: \_\_\_\_\_

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

	Tom Ebner	President	11-2-05
<i>Authorized signature of officer or chairman of the board</i>	<i>Printed Name</i>	<i>Title</i>	<i>Date</i>

# STATE OF MISSOURI



Matt Blunt  
Secretary of State

CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

*Peoples Benefit Alliance*  
N00042905

Formerly,

*NATIONAL ENTREPRENEURS BUSINESS ASSOCIATION*

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me duplicate originals of Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 4th day of February, 2004.

*Matt Blunt*

Secretary of State



# STATE OF MISSOURI



ROY D. BLUNT  
SECRETARY OF STATE

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

GENERAL NOT FOR PROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF  
UNIVERSAL ASSOCIATION OF EMPLOYERS AND EMPLOYEES

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF  
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE  
REQUIREMENTS OF THE GENERAL NOT FOR PROFIT CORPORATION LAW;

NOW, THEREFORE, I, ROY D. BLUNT, SECRETARY OF STATE OF THE STATE  
OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO  
HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY  
ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND  
PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE GENERAL NOT  
FOR PROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY  
HAND AND IMPRINTED THE GREAT SEAL OF  
THE STATE OF MISSOURI, ON THIS, THE  
4TH DAY OF OCTOBER, 1990.



*Roy D. Blunt*  
Secretary of State

\$10.00

ARTICLES OF INCORPORATION  
OF  
UNIVERSAL ASSOCIATION OF EMPLOYERS AND EMPLOYEES

HONORABLE ROY D. BLUNT  
SECRETARY OF STATE  
STATE OF MISSOURI  
JEFFERSON CITY, MISSOURI 65102

FILED AND CERTIFICATE OF  
INCORPORATION ISSUED

OCT 04 1990

We, the undersigned,

*Roy D. Blunt*

Ronald N. Compton, c/o Summers, Compton, Wells & Hamburg,  
P.C., 8909 Ladue Road, St. Louis, MO 63124

Dale D. Turvey, c/o National Association Consultants, Inc.,  
1302 Clarkson Clayton Center, Suite 201, Ellisville, MO 63011

Karen K. Melendez, c/o National Association Consultants., Inc.,  
1302 Clarkson Clayton Center, Suite 201, Ellisville, MO 63011

being natural persons of the age of eighteen (18) years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the Corporation is: **UNIVERSAL ASSOCIATION OF EMPLOYERS AND EMPLOYEES.**

ARTICLE TWO

The period of duration of the Corporation is perpetual.

### ARTICLE THREE

The address of the Corporation's initial registered office in this State is 8909 Ladue Road, St. Louis, MO 63124, and the name of its initial registered agent at such address is RONALD N. COMPTON.

### ARTICLE FOUR

The first Board of Directors shall be Three (3) in number, their names and addresses being as follows:

James Schmidt  
c/o Financial Distribution Systems  
2921 Brown Trail #250  
Bedford, TX 76022

Sam Sguyres  
c/o Financial Distribution Systems  
2921 Brown Trail #250  
Bedford, TX 76022

Dale D. Turvey  
1302 Clarkson Clayton Center  
Suite 201  
Ellisville, MO 63011

Thereafter, the number of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation. The power to make, alter, amend or repeal the Bylaws of the Corporation shall be vested in the Board of Directors; provided, however, that no such action taken pursuant hereto shall be inconsistent with the applicable laws of the State of Missouri then in force.

### ARTICLE FIVE

The purpose or purposes for which the corporation is organized are:

To promote the common interests of small businesses and their employees; to consider and deal by all lawful means with common problems of small businesses and their employees and help them take advantage of the mass purchasing power and other benefit enhancements of other organizations; and to conduct or engage in all lawful activities in furtherance of the foregoing purposes.

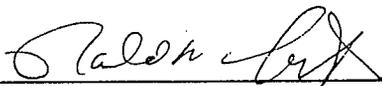
ARTICLE SIX

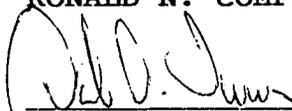
The right of the Members, or any class or classes of members, to vote shall be limited, enlarged or denied as fixed by, or in the manner provided in, the Bylaws of the Corporation.

ARTICLE SEVEN

To the extent permitted by Missouri law, each director, officer, employee, or agent of this Corporation, or former director, officer, agent, or employee of this Corporation, and his legal representatives, shall be indemnified by the Corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of any action, suit, proceeding, or claim in which he is made a party by reason of his being, or having been, such a director, officer, agent or employee; and any person who, at the request of this Corporation, served as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall, in like manner, be indemnified by this Corporation. The indemnification herein provided for shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer including expenses, counsel fees and costs reasonably incurred in connection therewith. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

INCORPORATORS:

  
\_\_\_\_\_  
RONALD N. COMPTON

  
\_\_\_\_\_  
DALE D. TURVEY

  
\_\_\_\_\_  
KAREN K. MELENDEZ

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

)  
)  
) SS.

I, Mary S. Dickinson, a Notary Public, do hereby certify that on the 28th day of September, 1990, Ronald N. Compton, Dale D. Turvey and Karen K. Melendez personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Mary S. Dickinson  
Notary Public

NOTARIAL SEAL

My Commission Expires:

MARY S. DICKINSON  
NOTARY PUBLIC STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXP. MAY 12, 1994

FILED AND CERTIFICATE OF  
INCORPORATION ISSUED  
OCT 04 1990

Roy D. Blunt

BY-LAWS  
OF  
"PEOPLES BENEFIT ALLIANCE"

ARTICLE I  
PURPOSES

The purpose or purposes of "Peoples Benefit Alliance" ("association") shall be:

To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services and discount benefits by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for

membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of

Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

## ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, by mail or through the internet to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice

transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI  
OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VIII

#### CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX  
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X  
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors; and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI  
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII  
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII  
SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV  
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV  
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

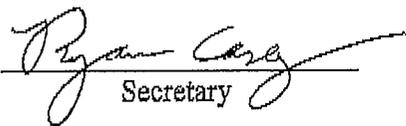
ARTICLE XVI  
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors of officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII  
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

Execute on this 15<sup>th</sup> day of February, 2008.

  
Secretary

## **FIRST AMENDMENT TO THE BY-LAWS DISPUTE RESOLUTION PROCEDURES**

As used in these By-Laws and Dispute Resolution Procedures, the term "Dispute" shall mean any action, complaint, claim or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable or otherwise, now existing or hereafter occurring between the Association or any officer, director, agent, employee, representative, heir, assign, beneficiary, successor, or affiliate of the Association on the one hand, and any member or prospective member of the Association, or any agent, representative, heir, assign, beneficiary, or successor of such member or prospective member on the other hand, which in any way arises out of or pertains to, directly or indirectly, (i) the Association (ii) the rights, privileges or benefits of membership in the Association, (iii) governance of the Association, or (iv) any other matter involving the Association membership enrollment process, dues, assessments, any representation, modification, extension, interpretation, violation, renewal, termination of this Association or Association membership, as well as the content of any documents related to (i), (ii), (iii), (iv) including, without limitation, advertising brochures, membership materials, member benefit descriptions, applications, correspondence and similar documents, or any past, present or future incidents, omissions, acts, errors, claims, benefits, claims for benefits, practices or occurrences causing any alleged injury or damage to any party whereby the other parties or their agents, employees or representatives may be liable, in whole or in part.

**1. Mediation of Disputes.** Any and all Disputes arising out of or relating to the Association shall be submitted to the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration procedures provided herein.

**2. Mediation Procedures.** Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith, and they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

**3. Deadline for Resolution of Disputes by Mediation.** In the event the parties do not amicably resolve the Dispute at mediation or within forty five (45) days following the date of the mediation, then either party may initiate arbitration in accordance with these By-Laws with respect to the dispute that was submitted to mediation. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

4. **Mandatory and Binding Arbitration of Disputes.** Any Dispute arising out of or relating to the Association, directly or indirectly, including the determination of the scope or applicability of these Dispute Resolution Procedures that is not amicably resolved by the parties under the Mediation provisions above shall be decided by mandatory and binding arbitration conducted in the state in which the Dispute arose. Mandatory and binding arbitration is intended to be the exclusive means by which Disputes not resolved by mediation are finally resolved. In no event shall any member or other applicable party file a lawsuit or cause legal proceedings to be commenced as a result of any Dispute that is connected to or in any way involves the Association. No Disputes shall be decided in Federal or state courts or before a judge or jury, and the courts shall bar and dismiss any such attempted litigation. Any member or other applicable party who initiates or attempts to initiate any legal action in contravention of these Dispute Resolution Procedures shall be barred by the court from proceeding in such action, and shall pay the attorneys' fees and court costs incurred by the responding parties in defending against such legal action.

5. **Commencement of Arbitration.** In accordance with Section 3 above, arbitration shall be commenced by filing a written demand for arbitration served upon all affected parties.

6. **Selection of Arbitrator.** The arbitration shall be decided before one arbitrator, who must be a member of the panel of neutrals maintained by Judicial Arbitrations and Mediation Services, Inc. ("JAMS"), or its successor. The arbitration shall be administered by JAMS, or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall be chosen by the parties from the roster of neutrals maintained by JAMS, and in the event the parties are unable to mutually agree to the selection of the arbitrator, then the arbitrator will be selected in accordance with the JAMS Comprehensive Arbitration Rules and Procedures from the JAMS roster of neutrals. In the event that JAMS is not available in the state in which the Dispute arose, the arbitrator shall be selected by the American Arbitration Association from its list of neutrals who are retired judges.

7. **Additional Rules.** In addition to administration of the arbitration under the JAMS Comprehensive Arbitration Rules and Procedures, the arbitrator shall apply the substantive law of the state in which the dispute arose, including laws governing limitations of actions.

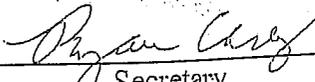
8. **Arbitration Hearing and Award.** The arbitrator shall schedule the hearing as soon as reasonably possible and upon conclusion of the hearing shall make a determination in the context of an "Award" specifying the recovery, if any, and reasons for such determination.

9. **Enforcement of Award.** The arbitration Award may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

10. **Allocation of Fees and Costs.** The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

11. **Severability.** Should any provision of these Dispute Resolution Procedures be held or otherwise determined unlawful, invalid or unenforceable, such defect shall not affect the legality, validity or enforceability of the remaining parts of these Dispute Resolution Procedures, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included. It is agreed that any claim that any provision of these Dispute Resolution Procedures is somehow unlawful, invalid, unconscionable, or unenforceable shall be submitted to binding arbitration for resolution, and in any such arbitration proceeding such claim or challenge shall be urged and addressed specifically and separately.

Amendment adopted and approved this 4<sup>th</sup> day of September, 2006.

  
Secretary

**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: HumanaDental Insurance Company

Form Number(s): HUMD-ASSOC-POLICY.001, GR APP, HUMD-ASSOC-CERT.001, AR-72002 3/2009, and HUMD-AEAR-209

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirement of Rule and Regulation 19.



---

Signature of Company Officer

Gerald L. Ganoni

Name

President

Title

May 12, 2009

Date



**ARKANSAS  
INSURANCE  
DEPARTMENT**  
1200 West Third Street  
Little Rock Arkansas 72201-1904  
501-371-2600

Mike Pickens  
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: HumanaDental Insurance Company  
 Company NAIC Code: 70280  
 Company Contact Person & Telephone # Brenda Dawson, Insurance Compliance Consultants, Inc., (815) 316-6714  
 Form Number(s): HUMD-ASSOC-POLICY.001, GR APP, HUMD-ASSOC-CERT.001, AR-72002 3/2009, and HUMD-AEAR-209

\*\*\*\*\*  
 \* INSURANCE DEPARTMENT USE ONLY \*  
 \* \* \* \* \*  
 \* ANALYST: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ ROUTE SLIP: \_\_\_\_\_ \*  
 \* \* \* \* \*

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LINE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing	*1 _____ x \$50 = <u>\$50</u> **Retaliatory _____
Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.	* _____ x \$50 = _____ **Retaliatory _____
Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.	* _____ x \$20 = _____ **Retaliatory _____
Policy and contract forms, all lines, filing corrections in previously filed policy and contract forms.	* _____ x \$20 = _____ **Retaliatory _____
Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.	* _____ x \$25 = _____ **Retaliatory _____

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to  
amend an Insurer's Certificate of Authority.

\* \_\_\_\_\_ x \$400 = \_\_\_\_\_

Filing to amend Certificate of Authority.

\*\*\* \_\_\_\_\_ x \$100 = \_\_\_\_\_

\*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE  
AND REGULATION 57.

\*\*THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK.  
CODE ANN. 23-63-102, RETALIATORY TAX.

\*\*\*THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.



INSURANCE  
COMPLIANCE  
CONSULTANTS, INC.

3925 East State Street  
Rockford, Illinois 61108

Phone: (815) 316-6714  
FAX: (815) 986-2355

May 12, 2009

Honorable Julie Benafield Bowman  
Insurance Commissioner  
State of Arkansas  
Arkansas Department of Insurance  
1200 W. Third St.  
Little Rock, AR 72201-1904

RE: HumanaDental Insurance Company - NAIC# 70580  
FEIN# 39-0714280  
Group Dental Policy – HUMD-ASSOC-POLICY.001  
Group Master Application – GR APP  
Group Certificate – HUMD-ASSOC-CERT.001  
Group Enrollment Application – AR-72002 3/2009  
Amendatory Endorsement – HUMD-AEAR-209

Dear Commissioner Bowman:

We are hereby submitting the above referenced forms for filing in your state. These forms are new and are not intended to replace any forms previously approved in your state.

Insurance Compliance Consultants, Inc., is making this filing on behalf of HumanaDental Insurance Company, a Wisconsin domiciled company. A filing authorization letter is attached. All correspondence should be addressed to Insurance Compliance Consultants, Inc., at the address shown above.

Group Policy form HUMD-ASSOC-POLICY.001 will be issued to the People's Benefit Alliance Association situated in Missouri. The completed checklist for the Association is attached as is the Constitution and Bylaws. Group Master Application form GR APP will be used to apply for the Group Dental Policy.

Form HUMD-ASSOC-CERT.001 is the Group Dental Certificate of Insurance evidencing coverage under the Group Policy. Amendatory Endorsement HUMD-AEAR-209 will be attached to all certificates issued in Arkansas.

Group Enrollment Application form AR-72002 3/2009 will be used to apply for coverage under the Group policy by individual members.

We certify that to the best of our knowledge and belief, these forms do not violate any laws or regulations of your state and do not contain any previously disapproved provisions.

These forms were prepared on a personal computer and will ultimately be printed from another data processing system that may cause some print style and/or page spacing changes. However, there will not be any changes to the actual text of the contract or to the general print size.

Your prompt review of this submission will be greatly appreciated. If I can provide any additional information, please contact me at (815)316-6714, fax me at (815)316-6720, or e-mail me at [Brendadawson@inscompliance.com](mailto:Brendadawson@inscompliance.com) . Thank you.

Sincerely,

Brenda Dawson, FLMI, AIRC, ACS  
Authorized Representative  
Insurance Compliance Consultants

**HUMANA.**  
*Guidance when you need it most*

January 1, 2009

To: All State Insurance Departments

Humana Dental Insurance Company hereby authorizes Insurance Compliance Consultants, Inc., to file the attached form(s) or a state specific variation of it, and to act on Our behalf regarding such filings, in all jurisdictions where this form(s) or a state specific variation of it is being filed. Humana Dental Insurance Company may withdraw this authorization at any time, by giving notice to Insurance Compliance Consultants.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Vanden Heuvel". The signature is fluid and cursive, with a large initial "D" and "H".

Dave Vanden Heuvel  
Director of Business Services  
HumanaDental, Inc.

Responses to Arkansas:

1. Peoples Benefit Alliance, 16476 Wild Horse Creek Road, Chesterfield, MO 63017
2. Incorporated in the state of Missouri on 10-4-1990.
3. No current office in AR
4. No.
5. \$4
6. Purpose: To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services and discount benefits by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.
7. See attached member's guides.
8. An individual interested in the benefits and services must apply for membership and be approved by the Board of Directors.
9. Members are recruited by enrollers and by referrals from existing members.
10. Bylaws attached.
11. List of members residing in AR – there are none.
12. Financial statement attached
13. No.

2008  
4<sup>th</sup> Quarter Unaudited  
Peoples Benefit Alliance

Total Dues	13,320
Expenses	
Marketing	4,430
Administration	650
Benefits/Newsletter	6,660
Billing	<u>1,580</u>
Total	13,320
Surplus	- 0 -

**P** | P E O P L E S  
**B** | B E N E F I T  
**A** | A L L I A N C E

# Guide to Association Member Discounts and Services



**Featuring discounts on:**

**Health Services**  
**Travel Services**  
**Consumer Services**  
**Business Services**

**P** | P E O P L E S  
**B** | B E N E F I T  
**A** | A L L I A N C E

**Membership Services Office  
16476 Wild Horse Creek Road  
Chesterfield, MO 63017**

**1-866-838-8437**



[www.peoplesbenefitalliance.com](http://www.peoplesbenefitalliance.com)  
Username: **pbamember**

Dear New Member,

Welcome to the Peoples Benefit Alliance (PBA)!

Please review this Member Guide and the enclosed Member Identification Card, which list important phone and I.D. numbers exclusively for you as a member of the Association.

Through your membership in PBA, you will enjoy numerous health, travel, consumer, and business-related discounts and services. All of your discounts are explained in detail in this guide. You can also find information about your PBA discounts and services online at [www.peoplesbenefitalliance.com](http://www.peoplesbenefitalliance.com); please use **pbamember** as your username.

While we believe you will be extremely pleased with your overall Association membership, we cannot, however, warrant or guarantee the performance of any discount or service.

You can count on PBA to continuously and aggressively seek out new discounts to add further value to your membership in the Association. As always, we invite and encourage your suggestions on ways PBA can be increasingly beneficial to you.

If you have any questions about your discounts, call 1-866-838-8437.

Again, a most cordial welcome to PBA.

Sincerely,

PBA Member Services

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# HEALTH SERVICES

## GlobalFit Fitness Program

To help improve member health and well-being, your association has arranged for you and your family to take advantage of the GlobalFit Fitness Program. With the GlobalFit Fitness Program, you can take advantage of:

- Guaranteed Lowest Rates—Up to 60 percent savings on monthly dues
- Month-to-Month Memberships—No long-term contracts
- Access to over 1,500 top fitness clubs nationwide, now including select Bally Total Fitness, Gold's Gym, and Ladies Workout Express locations
- Additional discounts for family members
- Membership transfer and freeze options available at selected clubs
- 110 percent lowest price guarantee

### **GlobalFit makes it easier to gain the benefits of regular exercise:**

- Reach and maintain a healthy body weight
- Strengthen your heart, lungs, bones, and muscles
- Lower your risk of many serious conditions, including heart disease, high blood pressure, diabetes, stroke, and depression
- Look better, feel better, and sleep better

### **It's Easy to Register!**

1. Go online to **[www.globalfit.com](http://www.globalfit.com)**.
2. Click on "Login/Register" and select "Quick Registration."
3. From the alphabetical listing, select the letter "N." On next screen, select Group Name "NAC."
4. Follow the easy registration steps.

Once you've registered, you'll be able to log on to the GlobalFit Website using your chosen password and user ID. To find a club near you or for more information, contact GlobalFit at **[www.globalfit.com](http://www.globalfit.com)** or call GlobalFit toll-free at **1-800-294-1500**.

These special rates are available only through GlobalFit and are not offered through the fitness clubs or available to the general public. This offer is made possible only through your association membership. Participation is for new fitness memberships only—memberships are not available to clubs in which you are a current member. Participation for past members may not be available at all clubs; please visit [www.globalfit.com](http://www.globalfit.com) or call 1-800-294-1500 for more information.

## GymAmerica.com

As a member, you and your family receive special pricing at GymAmerica.com\*, the all-in-one interactive toolkit for the personalized diet and exercise program made to fit just one person: you. GymAmerica.com features Genesant's state-of-the-art nutritionist and personal trainer software, honored by Forbes magazine with its "Best of the Web" award.

### GymAmerica.com features:

- Personalized meal plans tailored to your needs and goals
- Interactive program that uses your entered results to keep your diet on track
- Smart weekly grocery shopping lists
- Convenient at-a-glance calorie, fat, carb, and protein totals
- Customized workouts to match your fitness level
- Access-Anywhere online workout calendar and log

Use the Web's best interactive exercise and diet program to get your body in shape! Association members receive the promotional discount price—three months for the price of two—of only \$19.98. Visit [www.gymamerica.com/NAC](http://www.gymamerica.com/NAC) and sign up today!

\*GymAmerica.com is a proprietary Web property of Genesant Technologies, Inc.

## Vitamin Discount

HealthFitLabs is an online/mail order company that sells only the highest-quality natural vitamins, nutritional supplements, and bath and personal care products.

Visit the Website, [HealthFitLabs.com](http://HealthFitLabs.com), to browse several different product search options including categories such as Healthy Lifestyle, Vitamins & Minerals, Bath & Personal Care, and Healthy Pets.

You can also search by health condition. For instance, they have supplements for Eye Health Support, Blood Sugar Support, Mood Support and more. Or shop by brand name; there are 1,900 products available on their Website. Most vitamins are available to ship within 24 hours.

Visit [www.HealthFitLabs.com](http://www.HealthFitLabs.com) and enter **NAC** as the coupon code at checkout to receive an additional 15% off your order. The online prices are already reduced 5-35%!

You can also save up to 30% off catalog prices! Call **1-888-757-2454** to place your order and start saving today! Just mention **NAC** as your coupon code.

## Gateway Medicaid

In an emergency, getting vital health information to medical personnel quickly could be critical. Your Gateway Medicaid keeps your personal medical profile handy at all times. Carry it with you at work, on vacation, or just walking in your neighborhood. You'll feel more secure knowing emergency medical personnel will have access to data needed to administer appropriate care.

When you send in your completed Gateway Medicaid data form, it is photographed on microfilm and laminated in a durable plastic card. It is easy to read with a standard magnifying glass routinely carried by medical professionals. Only the Gateway Medicaid data form will be copied onto microfilm. Separate paper(s) or other forms cannot be accepted; be sure all information appears on the Gateway Medicaid data form.

As a member, you may order one free medical card per account each year. It's important to update your card annually to ensure your data is current. You will receive a reminder and renewal form every 12 months. If you need to update your card more often, you may do so for only \$5 each. You may also order cards for your spouse, children and other family members for only \$5 each. Similar cards cost \$8-\$20 from other sources. To order extra cards, request and complete an additional Gateway Medicaid Data Form for each individual.

For more information and to print the Gateway Medicaid data form, please visit [www.egroupmanager.com/medicaid/](http://www.egroupmanager.com/medicaid/). If you do not have access to the Internet, please call **1-800-992-8044** to have a member service representative send you a Personal Medical Profile form to complete.

# TRAVEL SERVICES

## Car Rental Discounts

Take advantage of affordable auto rental rates from Alamo®, Avis®, Hertz®, and National®.

### Using this Service is Easy!

1. Call any participating car rental company to arrange for a car rental. 24-hour advance reservations are required. Have your credit card number available for payment when you place your reservation.
2. Give the representative the Member ID number listed below.
3. You will be quoted a special member discount rate. Rates are based on the type of car you want and the area where you rent. Discounts apply to weekly, daily, promotional, and holiday rates, as well as some weekend rates.
4. Show your Association Member ID card when you pick up your car.

### Toll-Free Reservations

**Alamo:** 1-800-327-9633 / Member ID#: BY222606

**Avis:** 1-800-331-1212 / Member ID#: AWD A/B 254701

**Hertz:** 1-800-654-2200 / Member ID#: CDP-ID 85134

**National:** 1-800-227-7368 / Member Recap #: 6100610

Note: Some blackout dates and restrictions may apply.

## Association Travel Club

Gulliver's Travel, an American Express Travel Services Representative, is the official agency for the Association Travel Club. Gulliver's offers competitive pricing and great service on the purchase of air travel, tours, and cruises.

- **Cruises:** Special group departures and discounts on cruises.
- **Tours:** Special group departures and promotional sales on tours.
- **Air Travel:** Group discounts and personalized low airfare assistance.

For personalized travel planning, call Gulliver's Travel at **1-800-796-7766** and ask for Beverly Noah or send an e-mail to **bev@gullivers.com**.

# CONSUMER SERVICES

## *Carperks* Buying Network

Many people dislike shopping for automobiles because they dread the anticipated hassle and the possibility of overpaying for a car. This program allows members to benefit from a National Corporate Pricing Program that solves these issues. *Carperks* is currently offered as a “free perk” to employees of Coca-Cola, Verizon Wireless, American Airlines, Office Depot, and several hundred other companies—and now, to you.

The *Carperks* dealer network has agreed to sell automobiles for a price better than their best Internet price, resulting in a price hundreds of dollars lower than the sales price of the retail sales department.

### **Enjoy Car Buying Made Easy!**

1. Log onto [www.carperks.net](http://www.carperks.net) to register with the program. Use PIN number **NAC11269**.
2. Select the make and model of the automobile you would like to purchase or lease.
3. You will receive, by e-mail, a personalized certificate that specifies the name, address, and phone number of your local participating dealer, and a specific contact name at the dealership. The contact person is well-trained in the *Carperks* program and has pledged to uphold the *Carperks* commitment to you.
4. You print out the certificate, call the named contact person at the dealership, and make arrangements to meet with him or her. After the exact vehicle you want is identified, the National Corporate price is quoted and you may accept or reject the deal with no obligation.

NO RUNAROUND – NO HASSLE – NO PROBLEM!

## Floral Discounts

Welcome to “My Online Florist” member discounts. Your association membership lets you send flowers anywhere in North America from our Website or by phone. As an association member, you will receive a 40 to 60 percent discount from most retail flower shop prices. Try it and see!

Just log on to: [www.nacassociation.myonlineflorist.com](http://www.nacassociation.myonlineflorist.com) to place an order! Your Association Member Number is **38801**.

You may also take advantage of these important discounts:

Convenience—Call our toll-free number, **1-888-321-ROSE (7673)**, and mention Association Member Number **38801** to receive your association discount. You can call 24 hours a day, seven days a week, and request delivery anywhere in North America!

Quality Guarantee—We guarantee every floral product and provide a customer satisfaction department available to track an order from placement through delivery. All of our arrangements are guaranteed to last at least seven days.

Service—Enjoy personalized attention from My Online Florist’s experienced, friendly Floral Coordinators who can assist you in selecting the perfect gift and assure you that your order will be delivered promptly. We ship UPS and FedEx next-day delivery on most orders.

Diversity—Choose from a wide variety of products including fresh flowers, plants, specialty baskets, gifts, and candies.

Whether you want to send a floral gift in your own neighborhood or anywhere in North America, we can deliver your sentiments beautifully... easily... and expertly!

## Child ID Card Services

You can't be with your children all the time—especially when they go to school—but you *can* provide additional protection for those times when they're not with you. By registering your children with UBR Child ID Card Services, authorities will be able to provide faster, more complete help to your child should he/she be missing or abducted.

For each child you register, you'll receive two wallet-sized cards showing the child's photo and vital statistics, including identifying marks and special medical needs. The card also provides instructions for parents on how to quickly notify authorities if an abduction occurs.

Best of all, registration of your first two children is FREE as part of your association membership. Registration of additional children is available for a nominal fee.

### How to Register

The Child ID Card Services registration application is available for download at [www.egroupmanager.com/childid](http://www.egroupmanager.com/childid). If you do not have Internet access, call member services at **1-800-992-8044** (8:30 a.m. to 4:30 p.m. Central Standard time) for a Child ID Card registration application.

## Moving Service Discount

The Association has a special agreement with Cord northAmerican, an agent for North American Van Lines, that applies to relocation services for all Association members. This agreement provides a substantial discount for our members. Cord northAmerican was selected to provide this relocation discount to members because of their ability to offer reduced costs while still providing the highest level of service and customer satisfaction.

Through North American Van Lines, the Association has access to the certified Home-To-Home Handling program and a single contact source. This means that throughout your moving process, you will have just one contact person.

The Home-to-Home Process includes professional packing, loading, and transportation by North American's top drivers, as well as unloading and unpacking. Each relocation can be itemized to help with your needs, wants, and/or budget. Cord northAmerican is proud to present relocation discounts, features, and discounts designed for Association members.

Other services that are available: Office Moving, Record Retention, Logistics, Warehousing, Distribution, and International Services. Estimates/Quotes are free of charge. Please mention code "NAC" to receive your savings.

Cord northAmerican Van Lines, Cindy Ruppel, Representative  
**(800) 873-2673, ext. 155**, by e-mail at [cindyrup@cordmoving.com](mailto:cindyrup@cordmoving.com) and on the Internet at [www.cordmoving.com](http://www.cordmoving.com)

## HopTheShops.com

Through a special arrangement with eGroupManager, you will receive preferred customer access to HopTheShops.com, a premium online shopping mall.

HopTheShops.com includes more than 150 stores. Find high-quality items at low prices for the best deals in America. Each vendor in the mall has been scrutinized carefully. HopTheShops.com offers the best value on quality items coupled with excellent customer service. Here's a list of categories:

- Sporting Goods
- Health & Beauty Products
- Automobiles
- Office Equipment & Services
- Learning Tools/Education
- Music & Entertainment
- Home & Garden
- Pet Supplies
- Savings & Coupons
- Cards & Gifts
- Computers & Electronics
- Wine & Cigars
- Travel
- Books
- Art
- Toys
- Fashion
- Food

Whether you are looking for a laptop or a new car, you can comparison shop and actually view the items before you purchase them. All of the vendors offer secure sites, prompt delivery service, and full customer satisfaction guarantees.

### Preferred Member Program

By signing up with HopTheShops.com, you will receive access to special features that are for members only. HopTheShops.com will provide you with a "Members Only" newsletter, as well as special offers and discounts from their vendors (beyond the discounts already offered). Let them find the best deals for you!

### Why Are Prices Lower On The Internet?

Internet merchants do not have the costs of maintaining a brick and mortar storefront. They also sell in large volume. This large volume, coupled with the lower overhead, results in savings on the goods and services that they offer to their customers.

### How To Access HopTheShops.com

1. At any computer connected to the Internet, go to [www.hoptheshops.com](http://www.hoptheshops.com).
2. If you have previously registered at eGroupManager, enter your e-mail address and password in the "Cyber Mall Log-in" section.
3. If this is your first visit, click on "Register" in the "Become a Mall Member" section. Please fill in all of the information fields to open your account. You may also use this same e-mail address and password to access your association discounts and information at [www.egroupmanager.com](http://www.egroupmanager.com).
4. If you have questions, contact HopTheShops.com by e-mail at: [prefcust@ubrnetmall.com](mailto:prefcust@ubrnetmall.com), by phone at: **(636) 530-1967** or **1-800-992-8044**. You can also contact them by mail at HopTheShops.com, 16476 Wild Horse Creek Road, Chesterfield, MO 63017.

# BUSINESS SERVICES

## Customized Web Services

eGroupManager provides the advantage of Website development and maintenance. eGroupManager boasts an experienced staff of programmers and graphic designers ready to work for you. All of the latest programming capabilities—including HTML, ASP.NET, Flash, XML, and database connectivity—are available to you as an association member. Our designs are crisp and clean, blended with creativity, and custom-built to your Website specifications. We can also host your Website with our own AxisConnect Web hosting service.

With an Internet Website by eGroupManager, your company can enjoy growth potential that is virtually limitless! Members receive a **20 percent discount** on the following services:

- Custom Web Design
- Evaluation and Re-Design of Current Sites
- Website Hosting
- Consulting on Viability of Internet Projects
- Internet Marketing

### How to Use This Service:

1. For more details call **1-866-793-1972** (or 1-636-530-1967 in the St. Louis area) and ask for a Web development sales representative.
2. Mention that you are an Association member to receive your 20 percent discount.
3. Visit [www.egmwebservices.com](http://www.egmwebservices.com) to learn more about eGroupManager.

## Crisp Publications

Association members can enhance their current knowledge, sharpen their minds and stay on the cutting edge of both business and personal issues. Through a special arrangement with Crisp Publications, Association members can take advantage of books and video/book programs on topics such as self-development, customer service, management training, and communication, to name a few. Association members will receive a **40 percent discount** off the cost of a publication or tape.

To find out more or to request a free catalog, call **1-800-442-7477**. When placing an order, identify yourself as an association member to receive your 40 percent discount.

## Office Depot Supplies and Furniture

Sign up for the Office Depot program and qualify for discounts off the list price on over 16,000 items. Members report they save an average of **30 percent** when compared to their previous office supplies provider. Buy online from the discounted member Website, by phone or fax, or in the retail stores. There is FREE SHIPPING for members.

You'll also get **40 percent** discounts on in-store high-speed and self-service digital B/W and color copying services (including transparencies, reports/newsletters, brochures/flyers, presentations, and photographs) plus document binding services (finishing and laminating)—everything you need for meetings and conferences!

Online offerings include: custom stamps (date stamps, rubber and self inking, signature style, corporate seals, and embossers/notary seals) and custom printing (business cards, letterhead, envelopes, memo pads, announcements, carbonless forms, custom labels).

To get your Office Depot account and password, complete the registration form at [www.business-edge.net](http://www.business-edge.net). Once you have signed up, you can shop in the stores, order by fax or order online at: <http://bsd.officedepot.com>.

## Hewlett-Packard Computer and Digital Equipment

Hewlett-Packard, a worldwide leader in computers and other digital hardware, has the right solution for your business or home office. As a member, you receive discounts on HP notebooks, laptops, desktops, servers, printers, digital cameras, handhelds, point-of-sale (scanners, cash registers, etc.), and more.

Discount levels vary based on product—generally from **3 to 10 percent** off. Monthly promotions are available such as free shipping on discounted printing supplies, rebates, and other value-added member benefits.

To order, call HP at **1-888-860-9572** and mention code **BAE1** for your discount, or visit [www.hp.com/go/BusinessAdvantEdge](http://www.hp.com/go/BusinessAdvantEdge).

## Long Distance Phone Services

*Lowest Long Distance Rates Available: As Low as 3.9¢ per Minute State to State—  
Anytime, Anywhere—up to 50% Savings over AT&T, Sprint & MCI*

PowerNet Global (PNG) is one of the fastest growing long distance carriers in America today. PNG offers the perfect advantage for residential and business customers who need to maintain that competitive edge. With the highest quality 100% digital fiber optic network, PNG has positioned itself as the nation's leading provider of long distance and data services. PNG is proud to be part of the continuing success of your association.

- Flat Rate 24 hours a day, 7 days a week
- No Monthly Minimum
- One-Minute Increment Billing for Residential
- Six-Second Increment Billing for Business
- Great In-State Rates, No Term Plan

*Note: Rate shown above is current rate at time of printing. The rate at time of application is subject to change.*

To sign up now or to speak to one of our friendly customer support specialists, please call toll-free at **1-888-917-7333**.

## High Speed Dial-Up Internet Access Services

In addition to PowerNet Global's great long distance phone service, you can now take advantage of PNG's Unlimited High Speed Dial-Up Service for only \$1 for the first month, then **\$12.95** per month thereafter. PowerNet Global offers fast and reliable connections, valuable add-ons, and technical support that delivers a robust Internet service at a very reasonable price.

- \$12.95 per month
- Free Technical Support
- Speed Booster (increases download speed up to **5x faster** than standard dial-up)
- Pop-up Blocker
- 5 E-mail Addresses
- 10 MB of WebSpace
- One Bill for Long Distance and Internet

To sign up now or to speak with one of our friendly customer support specialists, please call toll-free at **1-888-917-7333**.

## Springer Collection Agency Services

Make sure the check is in the mail! For those rare occasions when you need to take charge of your past due collections, call Springer Collection Services. As a member, you'll save **20 percent** on fees for consumer and/or commercial collections. You pay only when your receivables are collected. Contact Steve Heinz at Springer at **1-800-553-8988** and mention Business AdvantEdge.

## TravelCell Global Cell & Satellite Phone Rentals

Stay safe and in touch when you travel abroad by carrying a global phone rented from TravelCell. Cell phone rental fees are cut in **half** for members and start at \$15 per week. A fully charged battery, rapid travel charger, leather case, and belt clip are included with phone, plus a postage-paid return envelope. Per-minute rates vary by country.

Satellite phones operate in the most remote regions in the world and are the perfect solution for cruises, safaris, and adventure travel and can be rented for \$129.99 for the first week; extra weeks at \$49.99 each.

Additional services include: a personal toll free number for calls from the USA that will ring on your TravelCell anywhere you travel, unlimited Blackberry Service, student rates, and long-term, extended stay rates. To rent, call: **1-877-CELL-PHONE (235-5746)** and reference **VC119**.

## UPS Express Delivery Services

Member benefits include:

- \$1.50 off UPS Next Day Air Letters;
- 10 percent off UPS Next Day Air Paks/Packages and UPS Second Day AM Air Letters/Packages;
- 25c off UPS Second Day Air Letters;
- 20 percent off UPS Worldwide Express Letters/Documents/Packages.

For discounts, you must apply for a UPS account number. There is no obligation to ship and no cost for account set-up. Register online at [www.business-edge.net](http://www.business-edge.net) or by calling Business AdvantEdge at **1-888-734-3343**.

## DHL Express Overnight Delivery Services

UniShippers offers members who ship frequently the ability to set up a comprehensive shipping logistics program that includes substantial savings up to **50 percent** on most classes of service including reliable, guaranteed air express overnight delivery, ground shipping, plus courier, freight, and convention services. All billing and customer service will be provided directly by UniShippers.

You must sign up for this service; register at [www.business-edge.net](http://www.business-edge.net) or call Business AdvantEdge at **1-888-734-3343**.

## Discover First Data Merchant Services

Accept credit cards and take your business to the next level! First Data and Discover Network can help you grow your business and speed up cash flow.

The normal application, monthly minimum and batch fees are waived for members. Requirements for acceptance may include: a minimum of three years in business, three years of financial statements, signed personal guarantee, and three months of previous processing statements (if applicable).

Program includes these major credit cards: VISA®, MasterCard®, American Express®, Discover®, Diners Club® and JCB®. First Data supports both PIN-based and signature debit transactions (PIN-based debit is the fastest growing payment option). Also, reduce your risk when accepting checks with TeleCheck.

You'll get FREE online statements and reporting and there is a \$15.00 chargeback fee, a \$4.75 monthly statement fee and \$15.00 imprinter charge. Rates are dependent on processing volume, type of business and average sales amount.

To get started, call **1-800-425-0919** and mention Business AdvantEdge or fax in your completed enrollment form found online at [www.peoplesbenefitalliance.com](http://www.peoplesbenefitalliance.com).

You'll find information about your  
PBA discounts and services online at  
[www.peoplesbenefitalliance.com](http://www.peoplesbenefitalliance.com)

Please use **pbamember** as your username.

If you have any questions about your discounts, call 1-866-838-8437.

**P** | P E O P L E S  
**B** | B E N E F I T  
**A** | A L L I A N C E

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**GlobalFit Fitness Program -**  
[www.globalfit.com](http://www.globalfit.com) or 1-800-294-1500

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**GymAmerica.com -** [www.gymamerica.com/NAC](http://www.gymamerica.com/NAC)

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**Vitamin Discount -** [www.healthfitlabs.com](http://www.healthfitlabs.com)  
or call 1-888-757-2454; use coupon code NAC

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**Gateway Medicaid -**

To get a Personal Medical Profile form,  
go online to [www.egroupmanager.com/medicaid/](http://www.egroupmanager.com/medicaid/)  
or call 1-800-992-8044

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**Car Rental Discounts**

Alamo - BY222606      Hertz - CDP-ID 85134  
Avis - AWD A/B 254701      National - RECAP 6100610

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**Association Travel Club -** 1-800-796-7766  
ask for Beverly Noah or e-mail [bev@gullivers.com](mailto:bev@gullivers.com)

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**Carperks Buying Network -** [www.carperks.net](http://www.carperks.net)  
use PIN #NAC11269

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**Floral Discounts -**

[www.nacassociation.myonlineflorist.com](http://www.nacassociation.myonlineflorist.com)  
or call 1-888-321-7673 and use code 38801

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**Child ID Card Services -** To get registration  
application, go to [www.egroupmanager.com/childid](http://www.egroupmanager.com/childid)  
or call 1-800-992-8044

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**Moving Service Discount -** 1-800-873-2673, ext. 155

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**HopTheShops.com -**

go to [www.egroupmanager.com](http://www.egroupmanager.com)  
and click on "Go to my association."

If previously registered, enter your e-mail address and  
password in "Cyber Mall Log-in" section.

If this is your first visit, click on "Register" in "Become a  
Mall Member" section and follow instructions.

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*(continued on other side)*

(Name of Association Member)

This I.D. Card belongs to:

**Association  
Membership Card**

**Customized Web Services -**

1-866-793-1972 (or 636-530-1967 in the St. Louis area)

**Crisp Publications - 1-800-442-7477**

**Office Depot Supplies and Furniture -**

register at [www.business-edge.net](http://www.business-edge.net)

**Hewlett-Packard Computer & Digital Equipment -**

[www.hp.com/go/businessadvantagedge](http://www.hp.com/go/businessadvantagedge)

or call 1-888-860-9572 and mention code BAE1

**Discount Long Distance Phone Service -**

1-888-917-7333

**High Speed Internet Access Services -**

1-888-917-7333

**Springer Collection Agency Services -**

1-800-553-8988 - ask for Steve Heinz

and mention Business AdvantEdge

**TravelCell Global Cell & Satellite Phone Rentals -**

1-877-CELL-PHONE and reference code VC119

**UPS Express Delivery Services -** register at

[www.business-edge.net](http://www.business-edge.net) or call 1-888-734-3343

**DHL Express Overnight Delivery -** register at

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1-800-425-0919, mention Business AdvantEdge or  
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Peoples Benefit Alliance  
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# HumanaDental Insurance Company

## AMENDATORY ENDORSEMENT (Arkansas Residents Only)

This Amendatory Endorsement is attached to and made a part of your contract. It changes your coverage as follows:

**A. Section II – Benefits, A. Your plan benefits,** the following is hereby added:

**State Required Benefits:**

Coverage is provided for anesthesia and hospital or ambulatory surgical facility charges for services performed in connection with dental procedures in a hospital or ambulatory surgical facility if: (1) the provider treating the *covered person* certifies that because of the *covered person's* age or condition or problem, hospitalization or general anesthesia is required in order to safely and effectively perform the procedures; and (2) the *covered person* is: (a) a child under 7 years of age who is determined by two *dentists* to have a significantly complex dental condition; (b) *covered person* diagnosed with a serious mental or physical condition; or (c) a *covered person* with a significant behavioral problem as determined by his or her physician. Such coverage does not apply to TMJ.

**B. Section III – Claims,** the following changes are hereby made:

1. **A. How we pay claims, Paying Claims,** is deleted and replaced with the following:

Clean claims will be paid or denied within 30 days after receipt of claim filed electronically or within 45 days after receipt of claim submitted by other means. *We* shall notify *you* within 30 days after receipt of the claim if *we* determine that additional information is needed to process the claim. If *we* do not pay the claim or give notice that additional information is needed in order to process the claim, *we* shall pay a penalty to *you* for the period beginning on the 61<sup>st</sup> day after receipt of the clean claim and ending on the clean claim payment date, calculated as follows: the amount of the clean claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365.

Clean Claim means a claim for payment of a *covered expense* that is submitted on a HCFA 1500, on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on *our* standard claim form with all required fields completed in accordance with *our* published claim filing requirements. A Clean Claim shall not include a claim (1) for payment of expenses incurred during a period of time for which premiums are delinquent, (2) for benefits under a Medicare supplement policy if the claim is not accompanied by an explanation of Medicare benefits or the Explanation of Medicare Benefits ("EOMB") has not been otherwise received by the Health Carrier, or (3) for which the Health Carrier needs additional information in order to resolve one or more of the issues listed in Subsection 13(b) of this rule.

2. **Recovery rights,** the following is added:

If *we* exercise recoupment, *we* will give the health care provider a written or electronic statement specifying the basis for the recoupment. The statement will provide the following information: (a) the amount of the recoupment; (b) the *covered person's* name to whom the recoupment applies; (c) the *covered person's* identification number; (d) date of date of service; (e) service or services on which the recoupment is based; (f) pending claims being recouped or future claims that will be recouped; and (g) specific reasons for the recoupment.

As used in this section, recoupment means any action or attempt by *us* to recover or collect payments already made to the health care provider with respect to a claim: (a) by reducing other payments currently owed to the health care provider; (b) by withholding or setting off the amount against current or future payments to the health care provider; (c) by demanding payment back from a health care provider for a claim already paid; or (d) by any other manner that reduces or affects the future claim payments to the health care provider.

**C. Section IV – Eligibility, A. When you are eligible for coverage, Dependent coverage, Effective date,** is hereby deleted and replaced with the following:

**Effective date:** Each *dependent's* effective date of coverage is determined as follows, subject to the *Dependent Delayed Effective Date* provision:

1. If *we* receive the application before the *dependent's* eligibility date, the *dependent* is covered on the date he or she is eligible.
2. If *we* receive the application within [31] days after the *dependent's* eligibility date:
  - A. The *dependent* is covered on the date *we* receive the completed application; or

- B. The *dependent* is covered on the date he or she is eligible if the *primary insured* already had *dependent* coverage in force.
3. The date *we* specify if *we* receive the completed application more than [31] days after the *dependent's* eligibility date.

Coverage for a newborn child born to *you* or a covered *dependent* will be effective from the moment of birth and will remain in force for 90 days. Coverage for a newborn child will be the same as coverage for all other *dependents*. Notification must be provided to *us* within 90 days of the newborn's date of birth and *you* must pay the required additional premium, if any, in order to have coverage for the newborn child continue beyond such 90 days.

Coverage for a newborn child of a covered *dependent* child will not extend beyond 18 months after birth.

Coverage for an adopted child or a minor under *your* charge, care and control for whom *you* have filed a petition to adopt, is effective upon the earlier of the date of placement for the purpose of adoption, or the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption. Coverage for such child will be the same as for all other dependents. Coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. However, *you* must notify *us* in writing within 60 days of such placement for adoption or entry of an order and pay the required additional premium, if any, in order to have coverage for the adopted child continue beyond such 60 day period. A *dependent's effective date* cannot occur before the *primary insured's effective date* of coverage.

This Amendatory Endorsement is subject to all of the exceptions, definitions and conditions of the contract not inconsistent herewith. In all other respects, your contract remains the same.



[Gerald L. Ganoni]  
[President]



Adopted May 10, 2000  
Amended August 18, 2000

**BY-LAWS**  
**OF**  
**HUMANADENTAL INSURANCE COMPANY**  
**F/K/A WISCONSIN NATIONAL LIFE INSURANCE COMPANY**

**ARTICLE I**

**OFFICES**

The principal office of the Corporation in the Commonwealth of Kentucky shall be located in the City of Louisville. The Corporation may have such other offices, either within or without of the Commonwealth of Kentucky as the business of the Corporation may require from time to time.

The registered office of the Corporation may be, but need not be, identical with the principal office in the Commonwealth of Kentucky and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II**

**SHAREHOLDERS**

**SECTION 1. ANNUAL MEETING.** The annual meeting of shareholders shall be held no less than annually in the month of May or at such time as designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the election shall be held at a special meeting of the shareholders to be held as soon thereafter as may be convenient.

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the shareholders may be called by the Chairman of the Board, by a majority of the members of the Board of Directors or by the holders of not less than one-fifth of all the outstanding shares of the Corporation.

**SECTION 3. PLACE OF MEETING.** The annual meeting, or any special meeting called by the Board of Directors, shall be held in Louisville, Kentucky, unless otherwise designated by them.

A waiver of notice, signed by all shareholders, may designate any place, either within or without the Commonwealth of Kentucky, as the place for the holding of such meeting. If a special meeting be otherwise called, the place of meeting shall be the office of the Corporation in the Commonwealth of Kentucky, except as otherwise provided in Section 5 of this Article.

**SECTION 4. NOTICE OF MEETINGS.** Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the shareholder at his address as it appears on the records of the Corporation, with postage thereon prepaid.

SECTION 5. MEETING OF ALL SHAREHOLDERS. If all of the shareholders shall meet at any time and place, either within or without of the Commonwealth of Kentucky, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 6. QUORUM. A majority of the outstanding shares of the Corporation, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders; provided, that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice.

SECTION 7. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and such proxy may be withdrawn at any time.

SECTION 8. VOTING OF SHARES. Subject to the provisions of Section 10, each outstanding share of common stock shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 9. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another Corporation, domestic or foreign, may be voted by such officer, agent or proxy as the By-laws of such Corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such Corporation may determine.

SECTION 10. VOTING. In all elections of directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him or her, for as many persons as there are directors to be elected. All voting shall be on a non-cumulative basis.

SECTION 11. INFORMAL ACTION BY SHAREHOLDERS. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

### ARTICLE III

#### **DIRECTORS**

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors or shareholders (any such resolution of either the Board of Directors or shareholders being subject to any later resolution of either of them) but in no event shall such number be less than three or more than fifteen. Each director shall hold office for the term for which he or she is elected or until his or her successor shall have been elected and qualifies for the office, whichever period is longer. Directors need not be residents of Kentucky nor need they be the holder of any shares of the capital stock of the Corporation.

Section 3. COMMITTEES OF THE BOARD. The Board of Directors may from time to time appoint such standing or special committees as it may deem for the best interest of the

Corporation, but no such committee shall have any powers, except such as are expressly conferred upon it by the Board of Directors.

SECTION 4. MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place, as the annual meeting of shareholders. Additional regular meetings of the Board of Directors may be held at any time and place designated by them. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board or a majority of the directors. Special meetings shall be held, unless otherwise designated by the Board of Directors, in Louisville, Kentucky. Meetings may be held by the directors participating in same by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation constitutes presence in person for all those participating. Whenever the laws of the Commonwealth of Kentucky authorize or permit directors to act other than at a meeting including but not limited to acting through unanimous written consents, then such actions shall be as effective as if taken by the directors at a meeting.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each director at his business address, or by facsimile or telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by facsimile or telegram, such notice shall be deemed to be delivered when the facsimile is transmitted and confirmation of receipt is obtained, or telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. VACANCIES. Any vacancy occurring in the Board of Directors or in a directorship to be filled by reason of an increase in the number of directors, may be filled by the vote of the directors then in office which shall continue to act, though less than a quorum, or by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

SECTION 9. RESIGNATION OF DIRECTORS. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board or the President. Any such resignation shall take effect at the time specified therein or, if no time is specified, upon receipt thereof by the Board of Directors or one of the above named officers; and, unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 10. REMOVAL OF DIRECTORS. At any special meeting of the stockholders, duly called as provided in these By-laws, any director or directors may, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of directors, be removed from office, either with or without cause. At such meeting a successor or successors may be elected by a majority of the votes cast.

SECTION 11. COMPENSATION. Directors, as such, shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

#### ARTICLE IV

##### OFFICERS

SECTION 1. CLASSES. The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be elected or appointed in accordance with the provisions of Sections 2 or 4 of this article.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. CHAIRMAN OF THE BOARD. If there is a Chairman of the Board, he or she may also be the Chief Executive Officer of the Corporation and shall be elected from among the members of the Board of Directors. Subject to the direction of the Board of Directors, he shall have general charge of the business affairs and property of the Corporation and general supervision over its officers and agents. If present, he or she shall preside at all meetings of stockholders and he or she shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she may sign, with any other officer thereunto duly authorized certificates of stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature), and may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts, agreements or other instruments duly authorized by the Board of Directors except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, he or she shall report to the Board of Directors all matters within his or her knowledge which the interests of the Corporation may require to be brought to their attention. He or she shall also perform such other duties as are given to him by these By-laws or as from time to time may be assigned to him or her by the Board of Directors.

SECTION 6. PRESIDENT. If there is no Chairman of the Board, the President shall have all the powers, duties and responsibilities designated in Section 5 of this article as belonging to the Chairman of the Board and shall be elected from among the members of the Board of Directors. If there is a Chairman of the Board, the President shall be an executive officer of the Corporation and, subject to the direction of the Board of Directors and the Chairman of the Board, he or she shall have supervision of the business of the Corporation and its other officers and agents. In the absence of the Chairman of the Board he or she shall preside at meetings of the stockholders and of the Board of Directors. He or she may sign, with any other officer thereunto duly authorized, certificates of stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature), and may sign and execute in the name of the Corporation, deeds, mortgages, bonds, contracts, agreements or other instruments duly authorized by the Board of Directors except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, he or she shall report to the Board of Directors all matters within his or her knowledge which the interests of the Corporation may require to be brought to their attention. He or she shall also perform such other duties as are given to him or her by these By-laws, or from time to time may be assigned to him or her by the Board of Directors.

SECTION 7. VICE PRESIDENTS. The Vice Presidents shall perform such duties as are given to them by these By-laws or as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board, or the President, and, in the order of their seniority, or in any other order as the Board of Directors may from time to time determine; they shall, in the absence of the President, have all the powers of and be subject to all restrictions upon the President, and may sign, if so authorized, in the name of the Corporation, deeds, mortgages, bonds and other instruments.

SECTION 8. SECRETARY. The Secretary shall:

- (a) Record all the proceedings of the meetings of the stockholders, the Board of Directors, and any committees in a book or books to be kept for that purpose;
- (b) Cause all notices to be duly given in accordance with the provisions of these By-laws and as required by statutes;
- (c) Whenever any committee shall be appointed in pursuance of a resolution of the Board of Directors, furnish the Chairman of such committee with a copy of such resolution;
- (d) Be custodian of the records and of the seal of the Corporation, and cause such seal to be affixed to all certificates representing stock of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized;
- (e) See that the lists, books, reports, statements, certificates and other documents and records required by statute are properly kept and filed;
- (f) Have charge of the stock and transfer books of the Corporation, and exhibit such stock book at all reasonable times to such persons as are entitled by statute to have access thereto;
- (g) Sign (unless the Treasurer or an Assistant/Associate Secretary or an Assistant Treasurer shall sign) certificates representing stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature); and

(h) In general, perform all duties incident to the office of the Secretary and such other duties as are given to him or her by these By-laws or as from time to time may be assigned to him or her by the Board of Directors or the President.

**SECTION 9. ASSISTANT/ASSOCIATE SECRETARIES.** At the request of the Secretary or in his or her absence or disability, the Assistant/Associate Secretary designated by him or her (or in the absence of such designation, the Assistant/Associate Secretary designated by the Board of Directors or the Chairman of the Board or the President) shall perform all the duties of the Secretary, and, when so acting, shall have all the powers of and be subject to all restrictions upon the Secretary. The Assistant/Associate Secretaries shall perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the Chairman of the Board, the President or the Secretary.

**SECTION 10. TREASURER.** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or the Board of Directors.

**SECTION 11. ASSISTANT TREASURERS.** At the request of the Treasurer or in his or her absence or disability, the Assistant Treasurer designated by him or her (or in the absence of such designation, the Assistant Treasurer designated by the Board of Directors or the Chairman of the Board or the President) shall perform all the duties of the Treasurer, and, when so acting, shall have all the powers of and be subject to all restrictions upon the Treasurer. The Assistant Treasurers shall perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the Chairman of the Board, the President or the Treasurer.

**Section 12. ADMINISTRATIVE OFFICERS.** The Board of Directors may employ various administrative officers, including, but not limited to, a Market Operations Manager, a Market Sales Manager, and a Medical Director for each health plan operated by the Corporation.

## **ARTICLE V**

### **CONTRACTS, LOANS, CHECKS AND DEPOSITS**

**SECTION 1. CONTRACTS.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

**SECTION 2. LOANS.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**SECTION 3. CHECKS, DRAFTS, ETC.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### **ARTICLE VI**

##### **CERTIFICATES FOR SHARES AND THEIR TRANSFER**

SECTION 1. CERTIFICATES FOR SHARES. Certificates representing shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the Chairman of the Board, the President or Vice President and by the Secretary or an Assistant/Associate Secretary and shall be sealed with the seal of the Corporation. All certificates for shares shall be consecutively numbered. The name of the person owning the shares represented thereby with the number of shares and date of issue shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. TRANSFERS OF SHARES. Transfers of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

#### **ARTICLE VII**

##### **FISCAL YEAR**

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of each year, but may be changed by resolution of the Board of Directors.

#### **ARTICLE VIII**

##### **DIVIDENDS**

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

**ARTICLE IX**

**SEAL**

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and other appropriate wording.

**ARTICLE X**

**WAIVER OF NOTICE**

Whenever any notice whatsoever is required to be given under the provisions of these By-laws, or under the provisions of the Articles of Incorporation, or under the provisions of the Corporation Laws of the Commonwealth of Kentucky, waiver thereof in writing, signed by the person, or persons, entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XI**

**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Corporation shall indemnify its officers and directors against all reasonable expense incurred by them in defending claims or suits, irrespective of the time of occurrence of the claims or causes of action in such suits, made or brought against them as officers or directors of the Corporation, and against all liability in such suits, except in such cases as involve gross negligence or willful misconduct in the performance of their duties. Such indemnification shall extend to the payment of judgments against such officers and directors and to reimbursement of amounts paid in settlement of such claims or actions and may apply to judgments in favor of the Corporation or amounts paid in settlement to the Corporation. Such indemnification shall also extend to the payment of counsel fees and expenses of such officers and directors in suits against them where successfully defended by them or where unsuccessfully defended, if there is no finding or judgment that the claim or action arose from the gross negligence or willful misconduct of such officers or directors. Such right of indemnification shall not be exclusive of any right to which such officer or director may be entitled as a matter of law and shall extend and apply to the estates of such deceased officers or directors.

**ARTICLE XII**

**AUDITS**

Audits of the Corporation's books of accounts shall be included in the consolidated audit process of Humana Inc., the Corporation's ultimate controlling entity.

**ARTICLE XIII**

**AMENDMENTS**

The shareholders may alter, amend or rescind the By-laws at any annual or special meeting of shareholders at which a quorum is present, by the vote of a majority of the stock represented at such meeting, provided that the notice of such meeting shall have included notice of such proposed amendment. The Board of Directors shall have the power and authority to alter, amend or rescind By-laws of the Corporation at any regular or special meeting at which a quorum is present by the vote of a majority of the entire Board of Directors, subject always to the power of the shareholders to change such action of the directors.

**HUMANADENTAL INSURANCE COMPANY**

**AMENDMENTS TO BYLAWS**

Effective 8/18/2000

**Article I** of the Bylaws is hereby amended by deleting Article I and replacing with the new Article I to read as follows:

**ARTICLE I**

**OFFICES**

The principal office of the Corporation in its domestic state shall be determined from time to time by its Board of Directors. The Corporation may have such other offices, either within or without the domestic state as the business of the Corporation may require.

The registered office of the Corporation may be, but need not be, identical with the principal office and the address of the registered office may be changed from time to time by the Board of Directors.

**Article III Section 2** of the Bylaws is hereby amended by deleting the words "residents of Kentucky" and replacing it with the words "residents of the domestic state."

**Article III Section 4** of the Bylaws is hereby amended by deleting the words "Commonwealth of Kentucky" and replacing it with the words "domestic state."

**Article X** is hereby amended by deleting the words "Commonwealth of Kentucky" and replacing it with the words "the domestic state."