

Dean Health Plan, Inc.

Group Master Policy

IMPORTANT INFORMATION

READ THIS POLICY CAREFULLY – THIS IS A LEGAL CONTRACT

Dean Health Plan, Inc. (hereinafter “Dean”), a Wisconsin stock insurance corporation, hereby agrees to issue a group health insurance policy (hereinafter “Group Master Policy”) to the below named policyholder (hereinafter “Employer”):

YOUR GROUP NAME HERE

This Group Master Policy, along with the Group Member Certificate (hereinafter “Certificate”), the Schedule of Benefits, the Employer Group Application, the applications, and any applicable riders, amendments and/or addendums, constitutes the entire policy (hereinafter “Entire Policy”) between Dean and Employer.

The Entire Policy provides health insurance benefits and coverage, as further described in this document and by the Certificate and Benefit Summary, to Employer’s participating Subscribers and their Qualified Dependents who enroll under the terms and conditions of the Entire Policy. Dean agrees to provide benefits, in accordance with the terms and conditions as contained in the Entire Policy, in consideration of applications for coverage received and approved by Dean, Employer’s timely payment of Premiums, and other requirements of Employer as described in the Entire Policy.

This Group Master Policy is delivered in the State of Wisconsin and is governed by its laws. This Group Master Policy is guaranteed renewable except as stated in the “Termination” provision of this Group Master Policy.

Payment of Premiums by Employer constitutes Employer’s acceptance of the terms and conditions of the Entire Policy even if Employer fails to execute and return this Group Master Policy to Dean.

Dean is not required to, and shall not, provide Employer with copies of a renewed Group Master Policy if terms and conditions of the renewed Group Master Policy are identical to terms and conditions of the Group Master Policy in effect immediately preceding such renewal except for the following: Group Master Policy Effective Date, Group Master Policy Renewal Date, and provisions contained in the Overview of Coverage Conditions.

Dean shall furnish a copy of a revised Group Master Policy to Employer in the event of material changes to terms and conditions as contained in General Policy Provisions of the Group Master Policy. Dean will also issue a copy of a revised Overview of Coverage Conditions to Employer upon any change to such document, but such change will not require Dean to provide a copy of a new Group Master Policy in its entirety to Employer.

Group Master Policy Effective Date: ___/01/20__

Group Master Policy Renewal Date: ___/01/20__ and annually thereafter.

In witness thereof, the parties have entered into and agree to the provisions of this Group Master Policy.

Dean Health Plan, Inc.

Employer



Title: President & Chief Executive Officer

Date: 01/24/2018

By: _____

Title: _____

Date: _____

Employer Name: _____

Overview of Coverage Conditions and General Policy Provisions follow, when applicable

Overview of Coverage Conditions

This Overview of Coverage Conditions does not contain all information an Employer or Member needs to make policy or coverage decisions. For a complete description of policy provisions, please see the Group Master Policy under General Policy Provisions, or the Certificate and Schedule of Benefits.

Employer:	YOUR GROUP NAME HERE
Group Master Policy Effective Date:	___/01/20__
Hourly Eligibility Requirement:	An employee must work at least _____ hours per week to be eligible for coverage.
Probationary Period:	Specific to your group
Part-time to Full-time:	Specific to your group
Open Enrollment:	Specific to your group
Late Enrollee:	Specific to your group
Domestic Partner:	Specific to your group
Dual Choice:	Specific to your group
Employee Termination:	Specific to your group
Spouse/Dependent Termination:	Specific to your group
Dependent Maximum Age Termination:	Specific to your group
Medical Leave of Absence:	Specific to your group
Non-medical Leave:	Specific to your group
Return from Leave:	Specific to your group

Lay-Off Provision: Specific to your group

Return from Layoff: Specific to your group

Rehire Provision: Specific to your group

Retiree Provision: Specific to your group

Employer Minimum Contribution: Minimum employer contribution of 25% for Single Coverage across all tiers.

Group Participation Requirements:

<u>Number of Eligible Employees</u>	<u>Participation Requirement</u>
26 or more	50% (20% for Large Employer that is dual choice with another carrier)
11-25	50%
10	6 Participants
8 or 9	5 Participants
7	4 Participants
5 or 6	3 Participants
2 through 4	2 Participants

Note: Dean may terminate or decline to renew this Group Master Policy if the minimum participation or contribution requirements are not met.

Military Provision: The Group shall communicate their policy to Dean

regarding employees returning from military leave. DHP will assign the effective date of returning military employees based on the policy the Group has established.

Premium Due Date:	Premiums are due and payable by the end of the month prior to the coverage month.
Segmentation of Employee Classes:	Not Applicable.
Severance Provision:	Not Applicable.
Spouse Definition:	Not Applicable.
Surviving Spouse Benefit:	Not Applicable.
Waiver of Premium:	Not Applicable.
Other:	Not Applicable.

General Policy Provisions follow on next page, when applicable

General Policy Provisions

Section 1 – Definitions

Section 1.1 – Definitions. For the purposes of this Group Master Policy, the following terms shall have the meaning set forth below.

“**Additional Eligibility Requirements**” means any modifications as determined by Employer and approved by Dean.

“**Creditable Coverage**” means any of the following:

- a. Group health policy.
- b. Group or individual health insurance coverage.
- c. Medicare or Medicaid.
- d. Health Insurance Risk Sharing Policy (HIRSP).
- e. Federal Employees Health Benefits Policy (FEHBP).
- f. Public Health policy.
- g. Medical care program of the Indian Health Service or Tribal Organization.
- h. Military sponsored health care.
- i. Peace Corps policy.

“**Employer**” means a firm, corporation, partnership, limited liability corporation or association that is actively engaged in the business enterprise, a municipality, or the State, as listed on the first page of this Group Master Policy.

“**Group Participation Requirement**” means the percentage or number of employees to be covered under the Policy. If participation requirements are not met, the Entire Policy may not be renewed or may be terminated.

“**Premium Due Date**” means the date on which Premiums are due and payable as approved by Dean.

Section 1.2 – Other Definitions. Capitalized terms not defined in this Group Master Policy shall have the meanings assigned to them in the Certificate and Schedule of Benefits.

Section 1.3 -- Interpretation of Definitions. Dean shall determine the interpretation and application of all definitions contained in the Entire Policy in each and every situation.

Section 2 – Entire Policy

Section 2.1 – Entire Policy. The following documents will constitute the Entire Policy: the Group Master Policy, the Certificate(s), the Schedule(s) of Benefits, the Employer Group Application, any other applications in either paper, electronic, or report format, and any applicable riders, addendums, attachments and/or amendments. This Group Master Policy shall not be altered or amended, except as provided in **Section 19.6(c)** of this Group Master Policy.

Section 3 – Terms of Policy/Renewal Terms

Section 3.1 – Terms of Policy/Renewal Terms. This Group Master Policy will be in force for the term stated in the Group Master Policy as long as all Premiums due are paid on a timely basis, unless terminated sooner as specified in **Section 15 - “Termination and Non-Renewal”** provision of this Group Master Policy. Commencement of coverage under the Entire Policy is conditioned upon the receipt of the initial Premium or deposit amount. At Employer’s request, Dean will renew the Group Master Policy. Renewal

of the Group Master Policy is conditioned upon, and subject to, all terms, conditions and provisions contained in the Entire Policy. Payment of any Premium, including, but not limited to, renewal Premium, constitutes Employer's acceptance of the terms and conditions as contained in the Entire Policy.

The conditions, benefits, and limitations in the Entire Policy will govern Dean's obligations to individual Members regardless of whether or not this Group Master Policy is formally executed by Employer. Payment of the first Premium or deposit amount, and each initial Premium or deposit amount following annual renewals, constitutes acceptance of this Group Master Policy and the Entire Policy, including all terms, requirements and obligations as contained therein.

Section 4 – Eligible Employees

Section 4.1 – Eligible Employees. The following terms and conditions apply unless specifically addressed otherwise in Overview of Coverage Conditions.

Eligible Employees are defined by this Group Master Policy and the Employer Group Application and are subject to any limitation(s) set forth therein.

An Eligible Employee is a person who is either (1) employed by the Group Policyholder and is considered Active at Work/Active Status; or (2) identified by the Group Policyholder as an employee that must be covered pursuant to the Patient Protection and Affordable Care Act. The employee must complete any waiting period required by the Group Policyholder before coverage is effective.

Section 5 – Special Enrollment Periods

Section 5.1 – Special Enrollment Periods. The following terms and conditions apply unless specifically addressed otherwise in Overview of Coverage Conditions.

If an Eligible Employee does not apply for coverage when initially eligible due to having other Creditable Coverage, the Eligible Employee, and/or any Qualified Dependents, may be able to later enroll in coverage provided Dean receives the enrollment request within 31 days after the other coverage ends. Other Creditable Coverage does not include another dual choice policy offered by Employer.

In addition, if an Eligible Employee acquires a new dependent because of marriage, birth, adoption, or placement for adoption, the Eligible Employee, and/or any Qualified Dependents, may be able to enroll in coverage provided Dean receives the enrollment within 31 days after the marriage and within 60 days after a placement for adoption and birth of a newborn.

Section 6 – Late Enrollees

Section 6.1 – Late Enrollees. The following terms and conditions apply unless specifically addressed otherwise in Overview of Coverage Conditions.

The Probationary Period provision chosen by Employer is indicated in the Group Master Policy, Overview of Coverage Conditions, and terms and conditions regarding Late Enrollees are defined in the Certificate.

Unless otherwise indicated in the Overview of Coverage Conditions of this Group Master Policy, Employer and Dean must allow eligible individuals to enroll at any time during the Policy year. Individuals who did not enroll when initially eligible for coverage, and who are not eligible for a Special Enrollment Period, are Late Enrollees. A Late Enrollee may submit a written application for coverage to Dean. Coverage for such Late Enrollees shall be determined as indicated on the Overview of Coverage Conditions.

Section 7 – Member Certificates and Other Member Materials

Section 7.1 – Member Certificates and Other Member Materials. Dean may use electronic media documents to furnish provider directories, amendments, Certificates, Schedules of Benefits, or other pertinent Member materials. Employer shall provide sufficient notification to Subscribers of the availability of Member materials, including instruction on effectively accessing electronic documents at their worksite. Subscribers may receive Member materials in paper form upon request.

When Dean enrolls Eligible Employees, Dean will, *unless otherwise specified*, mail or deliver identification cards to the Subscriber and any COBRA qualified beneficiary. Employer is responsible for advising the Subscriber of benefit changes in a timely manner, and notifying the Subscriber of the termination of the Entire Policy.

Section 8 – Responsibilities of the Employer

Section 8.1- Eligibility. Subject to the enrollment period and Effective Date provisions of the Entire Policy, Employer shall offer all of its Eligible Employees the opportunity to select a plan of benefits for themselves, and their Qualified Dependents, in lieu of any other health benefit plan(s) offered by Employer. For HMO coverage, Employer shall take steps to insure that all Eligible Employees understand that benefits are provided by Plan Providers (except emergency or urgent care) and that each Member (depending upon the plan selected) may be required by Dean to designate, on his or her own behalf, a Primary Care Provider. For PPO, POS or Freedom of Choice coverage, Employer shall take steps to insure that all Eligible Employees understand that levels of benefit vary dependent upon the Eligible Employee's use of Plan Providers (or Network Providers, as applicable) or Non-Plan Providers (or Out of Network Providers, as applicable).

During the enrollment period of each calendar year, and only during such enrollment period, Employer will allow Eligible Employees, who are enrolled in another health benefit plan offered by Employer at the insured location, to enroll in Dean. Enrollment is requested by completing the application process approved by Dean.

Employer must fully complete the application process during the enrollment period. If the Eligible Employee wishes to add coverage for a Qualified Dependent who was eligible for, but not enrolled in, another health benefit plan offered by Employer on the date before the employee changed from that plan to this Group Master Policy, the Qualified Dependent will be a Late Enrollee, unless the Qualified Dependent is eligible for a Special Enrollment Period. It is Employer's responsibility to verify that the employee is eligible and had other coverage prior to the enrollment period. Upon request, Employer shall provide to Dean proof of employee eligibility and prior coverage.

Employees can only terminate coverage under one plan offered by Employer, and apply for Dean coverage provided to Employer under this Group Master Policy, during the annual dual choice period. An employee's voluntary termination of coverage under another plan offered by Employer is not a qualifying event.

Employer must provide notice to Dean of any change to and/or termination of coverage for an Eligible Employee, Qualified Dependent(s) or Employer group (whether such change or termination is elective or required by this Group Master Policy or Certificate) and provide notice to Dean regarding a change to Employer's group size/employee count, within 31 days of such change or termination.

Failure to report these changes to Dean on a timely basis (generally 31 days from the date the change occurs) may result in an Eligible Employee and/or his or her Qualified Dependents becoming subject to the Late Enrollee Policy, claims being denied, incorrect Premiums being collected, or retroactive termination of coverage under this Policy.

If the enrollment of a Subscriber, and his/her Qualified Dependents, terminates by reason of the Group Master Policy, Employer warrants that the health care coverage of such persons will be automatically changed to another health benefit plan offered by Employer, if such plan is otherwise available to Eligible Employees.

Employer agrees to arrange for written or electronic submission to Dean of enrollment information for each person who becomes a Member within 31 days of becoming eligible and within 31 days of any subsequent change to his/her enrollment. This includes, but is not limited to:

- a. Eligibility for Medicare;
- b. No longer being actively at work as defined by the Certificate or no longer satisfying hourly eligibility requirements as defined by the Group Master Policy;
- c. Loss of eligibility for coverage under this Entire Policy due to termination of employment, divorce or death of the Subscriber;
- d. The addition of newly acquired Qualified Dependents;
- e. Qualified Dependents who no longer meet the definition of a Qualified Dependent; or
- f. Acceptance of a severance package.

Employer is solely responsible for notifying and providing qualified Members with all appropriate notices and/or forms stating their right to elect state or federal continuation or conversion coverage as applicable.

Employer is solely responsible for providing required notices to policyholders regarding the credibility of their prescription drug coverage.

Section 8.2– Enrollment. Employer must submit complete enrollment information, as determined by Dean, for each Eligible Employee via signed employee application or other Dean-approved method to Dean before Dean will enroll the employee and the employee’s dependents.

Before using an enrollment other than Dean’s employee application or other Dean-approved method, Employer shall submit to Dean a copy of such enrollment method so that Dean may determine whether such method contains substantially similar information, terms and conditions. Dean may make such determination in its sole discretion.

Employer shall keep a copy of each signed employee application (if such applications are signed and submitted to Employer) available to provide to Dean on request for 15 months after the earlier of (1) termination of this Group Master Policy, or (2) termination of Member’s coverage by Dean.

Application forms or copies of election forms must be received by Dean within 31 days of the Member becoming eligible. Dean assumes no responsibility, either in whole or part, for said requirement by virtue of any guidance, forms, instructions, or advice Dean may make available to Employer or applicant for such purposes.

Employer may submit enrollment information by:

- a. Collecting the signed applications and submitting them to Dean (via Dean’s agent).
- b. Requiring applicants to enroll online at Dean’s enrollment website.
- c. Submitting the information from signed applications to Dean on Dean’s enrollment website. In the event Employer elects this option, Employer shall accurately enter on Dean’s online application site enrollment information for each application received by Employer from an Eligible Employee no later than 5 business days after receipt. Employer shall promptly notify Dean of any data entry errors. No employee or dependent will be enrolled until Employer properly completes this enrollment process.
- d. Other enrollment methods if Dean grants its prior express approval regarding such methods.

Employer is responsible for ensuring the eligibility information submitted to Dean is accurate and in accordance with the provisions of the Entire Policy. Dean reserves the right to audit Employer's eligibility records and take appropriate action should a discrepancy be identified.

If, when applying for coverage, Employer, or an employee of Employer, (who may or may not be eligible for coverage), misstates a relevant fact which impacts the amount of Premium charged, Dean shall have the right to make an equitable Premium adjustment or rescind coverage (as permitted by law and regulation) back to the Effective Date, if applicable.

Section 8.3– Required Documentation. Small employers (employers of 2-50 average employees in the previous calendar year), as part of the application process for initial coverage and subsequent Member enrollments, must provide Dean with the following:

- a. A list of all Eligible Employees and their Qualified Dependents. (Required only at the group's annual renewal);
- b. Documentation supporting employee eligibility as determined by Dean's Underwriting Guidelines.
- c. Signed waivers from each Eligible Employee, and/or the Qualified Dependents of an Eligible Employee, declining coverage.

Newly Eligible Employees who decline coverage must submit a signed waiver of coverage to Dean within 31 days of their eligibility date. Waiver acceptance is subject to Dean approval. Waivers submitted to Dean must include the following information:

- a. Employer certification that the Eligible Employee and/or Qualified Dependent was informed of the availability of coverage.
- b. The reason for declining coverage as stated by the Eligible Employee and/or Qualified Dependent, or both.
- c. The consequences of declining coverage clearly stated upon the waiver.

Dean also reserves the right to request this information from large employers (employers of 51 or more employees).

Section 8.4– Intentionally Left Blank.

Section 8.5– Premium Due Dates and Payments. Employer is the remitting agent and shall pay Dean the Premiums established by Dean. Employer will arrange to collect any necessary Member contributions and pay the total monthly Premium due Dean on behalf of Members, both active Members and Members in State Continuation or COBRA status. Such charges shall be due and payable by the due date indicated on the premium bill or other premium-related notice.

Section 8.6– Premium Calculation. Effective dates of coverage (e.g. marriage, birth, or adoption), or termination dates (e.g., loss of eligibility or death), which occur during a month (i.e. mid-month) are billed as follows:

- a. If the Effective Date is between the 1st and the 15th of the month, Employer will be billed for one month of Premium. If the Effective Date is between the 16th and the end of the month, Employer will be billed for the next full month of coverage (Dean does not prorate Premium).
- b. If the date coverage ends (as stated in the Member Certificate) is between the 1st and the 14th of the month, no Premium will be billed for that month. If the date of termination is between the 15th and the end of the month, Employer will be billed for an entire month's Premium.

In the event of a clerical error by Dean, retroactive adjustments shall be made within sixty (60) days of the addition or deletion of any Members covered or to be covered by Dean.

Section 8.7– Grace Period. There is a thirty-one (31) day grace period. Such period provides that if a group renewal Premium or individual COBRA or State Continuation Premium, is not paid on or before the date it is due, it may be paid during the following thirty-one (31) days. The Entire Policy will remain in force during the grace period, and Employer is responsible for paying the Premium due for the grace period. If Dean does not receive the Premium by the end of the grace period, the Entire Policy and COBRA membership will be terminated as of the end of that grace period. A partial payment of the Premium due is not considered payment of Premium and will not extend the grace period. It is the responsibility of Employer to monitor and determine that COBRA Premium and remittance to Dean is in compliance with federal and state mandates.

Section 8.8– Late Fees & Other Fees. Employer shall be responsible for all costs, including attorney’s fees, incurred by Dean in collecting any past-due Premiums owed by Employer. Employer will pay interest, at the rate of 1.5% per month to Dean on the amount of Premium not remitted on or before the end of the grace period during the term of the Group Master Policy.

Section 8.9– Reinstatement. If not otherwise prohibited by law and regulation (ex. guaranteed issue requirements), Dean shall determine, at its sole discretion, whether Employer’s benefit program may be reinstated after termination of such program.

Section 8.10– Workers’ Compensation. After this Group Master Policy is effective, and upon each renewal, Employer may be required to submit proof of its Workers’ Compensation coverage or a copy of the accepted and approved exclusion form from the State of Wisconsin Department of Workforce Development or the Bureau of Workers’ Disability Compensation. Employer may also be required to submit a monthly report to Dean listing all Members who are applying for, or collecting, Workers’ Compensation Benefits. Such list must contain the name, Social Security Number, date and description of loss or injury or exposure, and diagnosis for such Members.

Section 8.11– Fraud. Employer agrees to help minimize health care costs by agreeing to contact Dean’s Special Investigative Unit (SIU) and assist SIU in its investigation if Dean or Employer becomes aware of an abusive or fraudulent practice committed against Dean or any Health Care Provider, affiliation, or institution by:

- a. A Member;
- b. The group/Employer;
- c. A Health Care Provider;
- d. An agent or broker; or
- e. Any other person or organization.

Section 9 – Responsibilities of Dean

Section 9.1– Member Benefits. In consideration of the Premiums paid by Employer, Dean shall arrange for the provision of benefits to Members. In doing so Dean may, at its sole discretion, enter into agreements with Health Care Providers and/or one or more insurers. Health Care Providers and insurers are not employees of Dean, but independent contractors.

Section 9.2– Balance Billing. Dean is required to include in any contracted arrangement with Health Care Providers, a prohibition against charging or collecting any payment from a Member for any covered benefit, except as otherwise provided in the Certificate and Schedule of Benefits. Utilization of non-contracted, Out of Network or Non-Plan Providers for services may result in balance billing to the Member if such services are not eligible for reimbursement under the Entire Policy.

Section 9.3– Premium Notification. Dean shall establish and notify Employer of the Premiums applicable to the provision of benefits in a manner determined by Dean. Each month’s Premium will be calculated based upon the number of Members currently enrolled. Employer will be notified of any future change to

the Premium rates at least 30 days (60 days if the increase is more than 25%) prior to the date the new Premium rates will become effective.

Section 9.4–Benefit Determination. Dean shall have the authority to make all benefit and claim determinations.

Section 9.5– Fraud. Dean will provide services related to the detection and prevention of abusive and fraudulent claims. Dean’s fraud, waste and abuse management processes will be based upon proprietary and confidential procedures, modes of analysis, and investigations Dean develops. Dean does not guarantee or warranty any particular level of prevention, detection, or recovery.

Section 9.6– Medicare Payments. In the event that Dean or Medicare determines, whether during or after the term of the Group Master Policy, that Dean must reimburse Medicare for claims conditionally paid on behalf of any Member, Dean shall have the right to retroactively bill and collect the correct Premium from Employer for the same amount as would have been payable under the Group Master Policy for a Member not covered by Medicare.

Section10– Retroactive Premium Adjustments

Section 10.1– Retroactive Premium Adjustments. In the event Employer or Member fails to (i) provide notice to Dean of any change to, or termination of, coverage for a Member or Employer group (whether such change or termination is elective or required by this Group Master Policy or Certificate) or (ii) provide notice to Dean regarding a change to Employer’s group size/employee count, within 31 days of such change or termination, Dean will refund or adjust Premium retroactively for up to a 3 month period preceding the date of such notice. Dean shall count the 3 month period as follows: the month in which the notice is received shall be considered 1 month, and the preceding 2 months shall be added, for a total of 3 months.

Regardless of whether notice has been given and/or Premium has been or will be adjusted, coverage for a Member or Employer will not extend beyond the date coverage should have ended under the Group Master Policy or Certificate.

In the event of a clerical error by Dean, retroactive Premium adjustments shall be made within 60 days of the addition or deletion of any Members covered or to be covered by the Policy.

Dean will retroactively terminate an Employer group up to 30 days if the group has paid the full Premium and requested a voluntary termination. Dean will prepare a detailed claims run to identify any claims which may have been paid after the requested termination date. Any Premium refunds will be adjusted to reflect claims paid after the termination date.

As permitted by law and regulation, Dean will rescind a membership back to the original Effective Date if it has been determined that the Members or Employer group were not originally eligible for coverage.

Section 11 – Enrollment Period

Section 11.1– Initial Enrollment Period. Newly Eligible Employees and their Qualified Dependents may enroll during the term of this Group Master Policy. Enrollment is accomplished by submitting either a completed and signed application or completing an on-line employee application to Dean within 31 days of becoming eligible.

When an Employer group initially becomes insured under Dean, all Eligible Employees and their Qualified Dependents may enroll for coverage within 31 days of the group’s Effective Date.

Except as otherwise provided in the Effective Date subsection, Eligible Employees and Qualified Dependents who did not enroll when initially eligible and who are not eligible for a Special Enrollment Period are considered Late Enrollees. Please refer to the **Section 6 “Late Enrollees”** for additional information.

Section 11.2– Dual Choice. Dual choice applies if Employer has an approved annual dual choice enrollment period as determined by Dean and as indicated in the Overview of Coverage Conditions. Employer shall permit Eligible Employees and their Qualified Dependents to enroll during an annual dual choice period provided they are currently insured under one of Employer’s other qualifying group health insurance plans. Employer is responsible for verification of current insurance.

The dual choice period shall be the period of time established by Employer and agreed upon by Dean and it shall be consistent with the dual choice period applicable to all other group health benefit plans offered by Employer. Employer shall permit representatives of Dean to meet with employees during the dual choice period, unless the parties agree upon an alternate procedure. Enrollment during the dual choice period is requested by submitting a completed application to Dean. Completed applications must be received by Dean within 31 days after the Effective Date. Dean will notify Employer and the Eligible Employee of acceptance of or rejection of the application.

Section 11.3– Modification of Terms, Conditions or Limitations. The Group Master Policy, including its terms, conditions and limitations, shall not be modified during the term of such Group Master Policy, or during any enrollment period or Probationary Period, unless such modifications and changes are agreed to in advance and in writing, by Dean as provided under **Section 19.6(c)** of this Group Master Policy.

Section 12 – Limitation of Liability

Section 12.1 – Limitation of Liability. Dean shall not be liable for, and Employer shall indemnify and hold Dean, Dean’s officers, employees, and agents, harmless from and against all expenses, losses, liabilities, and damages resulting from any claims, injuries, demands, judgments, or settlements, including and without limitation, attorney’s fees and costs, regardless of the form of action, which is based upon:

- a. Dean’s failure to provide benefits to any Member when such failure is due to Employer’s, Member’s, or an employee’s failure to submit accurate and timely information.
- b. Dean’s failure to provide benefits to any Member when such failure is due to Employer’s or an employee’s negligence, fault, omission, or breach of any term, condition or requirement of the Entire Policy.
- c. Employer’s failure to implement the requirements of **Section 8, “Responsibilities of the Employer”** or **Section 19.8, “Rules and Regulations”** of this Group Master Policy.
- d. Any claim, by any person or Member that is entitled to benefits when he/she is not an eligible Member.
- e. Losses which arise from or are incurred as a result of either (1) the failure of an application to be valid and binding with respect to an employee or (2) any inaccuracy or incompleteness of an application, when such loss arises from or is incurred as a result of (a) any failure to obtain properly signed applications and maintain those applications as provided in **Section 8.2 “Enrollment,”** (b) any failure to use a Dean-approved enrollment method as described in **Section 8.2 “Enrollment,”** or (c) any failure to accurately submit enrollment information to Dean as described in **Section 8.2 “Enrollment.”**

Dean shall not be held liable for injuries, damages, or expenses related to or the result of, improper advice, action or omission by any Health Care Provider.

Dean shall not be held liable for any administrative errors made by Employer, or any third party contracted by Employer to administer benefits. Actions taken by third party administrators contracted by Employer are considered actions of Employer.

Section 13 – Disclosure

Section 13.1– Disclosure. Both Dean and Employer shall agree to make available to each other, upon reasonable notice and at all reasonable times, for examination and reproduction, such books, records of account, records of employment, and other financial and accounting information concerning the administration of this Group Master Policy as may be necessary or appropriate for verification or audit purposes as allowed by law.

Section 14– Advertising and Promotion Control

Section 14.1– Advertising and Promotion Control. Dean reserves the right to control the use of its name and all symbols, trademarks, and service marks presently existing, or hereinafter established, with respect to it or to the Entire Policy. Employer agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written consent of Dean, and will cease any and all usage immediately upon request by Dean or upon termination of this Group Master Policy.

Section 15 – Termination and Non-Renewal

Section 15.1– Termination Dean may terminate the Entire Policy, prior to the expiration of said Entire Policy, upon the occurrence of any one or more of the following:

- a. The date Employer ceases to be eligible as a group due to: (1) the Employer no longer has an eligible individual who resides, lives, or works in the service area in which Dean is authorized to do business or (2) falls below the agreed upon participation requirements as stated in the Group Master Policy, Overview of Coverage Conditions.
- b. The last day of the grace period if the entire monthly Premium due is not paid by Employer to Dean during the grace period.
- c. The last day of the calendar month during which Employer requests termination of the Group Master Policy, provided that Dean receives written notice of such request at least 10 days prior to the end of the month (the termination date will in no event be earlier than Dean’s receipt of such notice).
- d. The date Employer breaches any part of the Entire Policy.
- e. The date Employer’s business is dissolved or ceases business activity.
- f. Employer has failed to comply with a material provision as contained in the Group Master Policy and that is permitted under law relating to employer contribution or group participation rules. A statement of the minimum employer contribution and the minimum number of participating Eligible Employees to keep the Group Master Policy in effect, and the method for determining the minimum contribution and participation requirements are stated on the Group Master Policy, Overview of Coverage Conditions. .
- g. Fraud or intentional misrepresentation by Employer. The Entire Policy can be contested for a misstatement on the Employer Group Application, or any employee application knowingly forwarded to Dean by Employer which would have affected the issuance of the Group Master Policy. In the event of such occurrence, this Group Master Policy could then be rescinded (as permitted by law and regulation) and all Premium paid would be refunded, minus any claims paid. In the event that claims have been paid in excess of Premiums paid, Employer shall indemnify Dean for such excess amount. This Group

Master Policy cannot be contested after it has been in force for 2 years, except with respect to fraudulent misstatements.

- h. The date Dean discontinues offering a particular type of group health benefits policy in Wisconsin under which Employer group has coverage. In this case, Dean will notify the Employer group 90 days before such coverage is discontinued.

Dean will offer small employers (employers of 2-50 employees) the option to purchase any group health policy that Dean offers to small employer groups. Dean will offer large employers (employers of more than 50 employees) the option to purchase another group health benefit policy that Dean offers to large employer groups.

- i. *For small employers (employers of 2-50 employees)*, the date Dean ceases to renew coverage for all other small employers in Wisconsin. In this case, Dean will notify the small employers, and the Office of the Commissioner of Insurance, 180 days before such non-renewal.

Section 15.2—Non-Renewal. As permitted by law and regulation, Dean may non-renew the Entire Policy, prior to the expiration of said Entire Policy, if the Group Participation Requirement number falls below the required number as stated in the Group Master Policy, Overview of Coverage Conditions. Notwithstanding the foregoing, Dean cannot non-renew coverage if the number of Eligible Employees is less than the required number due to employees' sickness, injury, or approved leaves of absence or temporary layoff.

Section 16 – Notices

Section 16.1– Notices. Any request for change regarding the nature of provisions contracted herein, as permitted under this Group Master Policy, shall be in writing, except as otherwise specifically provided herein to the contrary. Such request is considered delivered and given when delivery is in person or when sent by registered or certified United States mail with return receipt requested, proper postage prepaid, and properly addressed to:

Dean Health Plan, Inc./Dean Health Insurance, Inc.
c/o President
P.O. Box 56099
Madison, Wisconsin 53705

Section 17– Rights of Members

Section 17.1– Rights of Members. The rights of each Member to receive benefits are outlined in the Certificate and Schedule of Benefits. Nothing contained herein shall limit the right of Dean and the Employer, which right is hereby expressly reserved, to amend or modify such benefits, or terminate the Entire Policy, on a prospective basis from time to time. Any such amendment, termination, and/or modification shall automatically be effective against the Member without notice to or consent of any Member.

Section 18 – Assignments

Section 18.1– Assignments. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Group Master Policy, except with the prior written consent of the other; provided however, that a successor in interest by merger, operation of law, assignment, purchase, or otherwise of the entire business of a party hereto shall acquire all interest and obligations of such party hereunder.

Section 19 – General Provisions

Section 19.1– Governing Law and Legal Action. This Group Master Policy is delivered in the State of Wisconsin and is governed and construed under and pursuant to its laws. No dispute or claim in law or equity shall be brought to recover upon any cause of action arising out of or relating to this Group Master Policy, after the expiration of 3 years from the event upon which any such cause of action is based. All disputes or claims in law or equity shall be venued in Dane County Circuit Court, Madison, Wisconsin, or the United States District Court, Western District of Wisconsin, Madison, Wisconsin.

Section 19.2– Intentionally Left Blank.

Section 19.3– Non-Waiver and Severability. No delay or failure by Dean to exercise any remedy or right accruing to it, hereunder, shall impair any such remedy or right or be construed to be a waiver of any such remedy or right, nor shall it affect any subsequent remedies or rights Dean may have hereunder, whether or not the circumstances are the same.

The unenforceability or invalidity of any provision or provisions of this Group Master Policy, as to any person or circumstances, shall not render that provision or those provisions unenforceable or invalid as to any other person or circumstances, and in all other respects the remainder of this Group Master Policy shall remain valid and enforceable.

Section 19.4– Clerical Error. Clerical error by Dean shall not deprive any Member of coverage under the Entire Policy. Failure to report the termination of any coverage shall not continue such coverage beyond the date it is scheduled to terminate according to the terms of the Entire Policy. Clerical errors shall not operate to grant additional benefits to Members.

Section 19.5– Workers’ Compensation Not Affected. The coverage provided under the Entire Policy is not in lieu of, and does not affect, any requirements of Employer for provision of coverage by Worker’s Compensation insurance.

Section 19.6– Miscellaneous:

- a. **Revision of Policy** -- The Group Master Policy may be revised by Dean at renewal, or upon written notice to Employer not less than 60 days prior to the effective date of the changes, except as may otherwise be required by law. Benefits provided to Members under the Entire Policy may be amended, terminated, or modified by Dean, in Dean’s sole discretion, upon Dean’s notice to Employer and Employer’s consent to such amendment, termination or modification. Payment of Premium by Employer for a period of two (2) months after Employer’s receipt of said notice shall constitute consent to such amendment, termination or modification.
- b. **Statements** -- No statements, representations, or warranties may be used in any legal dispute, unless such statements, representations or warranties are expressly provided by the Group Master Policy.
- c. **Amendment** – No alteration of this Group Master Policy, and no waiver of any of its provisions, shall be valid unless evidenced by a written endorsement or amendment signed by a duly authorized officer of Dean who has the authority to change this Group Master Policy or waive its provisions.
- d. **Forms** – Employer covenants and agrees that it will, upon request of any Member, provide a true and correct copy of this Group Master Policy and the appendices, to such Member during Employer’s normal business hours at a reasonably convenient place.
- e. **Employer Application Assistance** -- Employer further covenants and agrees that it will assist any interested employees in submitting, fully completed and accurate individual applications to become Members, on forms provided or pre-approved by Dean. Such application shall provide, among other things, that the Member will be bound by all

applicable provisions of this Group Master Policy to the same extent as if such Member had entered into this Group Master Policy individually.

- f. **Representations** – Dean will consider statements made by Employer or Member to be representations not warranties. No such statement shall void or reduce coverage under this Group Master Policy. No such statement shall be used in defense to a claim unless in writing, signed by Employer and/or Member.
- g. **Force Majeur** – Dean shall not be liable for any failure to perform or delay in its performance of its obligations under the Entire Policy resulting from the elements, acts of God or any other cause beyond the reasonable control of Dean.
- h. **Confidential Information** – Each party agrees that during and after term of this Group Master Policy it will be kept secret, and will not, without the prior written consent of the other, use or disclose to any third party any confidential or proprietary information related to the business of the other party learned by such party in connection with this Group Master Policy.

Section 19.7– Protection of IDs and Passwords. Employer shall protect and maintain the confidentiality of any logons, passwords, codes, account access credentials or IDs assigned to it by Dean (and any associated passwords) for use in connection with Dean’s enrollment website or any other Dean system, application, or program. Employer shall permit only appropriate authorized personnel to use such logons, passwords, codes, account access credentials or IDs. Employer shall be responsible and liable for all transactions, activities, and other consequences resulting from the use or disclosure of such logons, passwords, codes account access credentials or IDs, and the use of Dean’s enrollment website or any other Dean system, application or program, by Employer’s employees, agents, and representatives. Upon request of Dean, Employer shall immediately return all logons, passwords, codes, account access credentials or IDs to Dean and destroy copies of such logons, passwords, codes or other account access credentials.

Section 19.8– Rules and Regulations. Dean may, from time to time, promulgate such rules, regulations, or guidelines or request information from Employer as is reasonably necessary or appropriate to govern and/or administer the Entire Policy, or to ensure Dean’s compliance with state or federal regulation. Employer, and, as applicable, each Member, agrees to assist Dean in such matters and be bound by any such rules, regulations, determinations and guidelines, including, but not limited to:

- a. provision of Members’ Social Security Numbers and Employer’s group size/number of employees to Dean upon Dean’s request;
- b. provision to Dean upon Dean’s request of information reasonably necessary for Dean to calculate its Patient-Centered Outcomes Research Institute (PCORI) fee;
- c. provision of written assurance to Dean upon Dean’s request related to any and all medical loss ratio (MLR) rebates or refunds that Dean issues. Dean, in its sole discretion, shall determine whether it will issue MLR rebates or refunds, in any form, to Employer. In the event Dean issues such rebates or refunds to Employer, Employer agrees to distribute such rebates or refunds for the benefit of its employees or as otherwise required by law or regulation. Within ten (10) days of Dean’s request, Employer shall provide sufficient written assurance to Dean regarding Employer’s compliance with this **Section 19.8(c)** and consistent with 45 C.F.R. § 158.242(b)(3), as applicable.
- d. distribution of Summaries of Benefits and Coverage (SBCs) to some or all Members upon Dean’s request. The scope, timing, and method of such distribution shall comply with 29 C.F.R. § 2590.715–2715 and any associated subregulatory guidance.

Section 19.9– Oral Statements. No oral statements of any person shall modify or otherwise affect the benefits, limitations, and exclusions, and conditions of this Entire Policy; convey or void any coverage; increase or reduce benefits as described within the Entire Policy; or be used in the prosecution or defense of a claim under the Entire Policy.

Section 19.10– Survival of Terms. The parties intend that terms contained in the following Sections shall survive termination or expiration of the Group Master Policy: **Section 9.6, Section 10.1, Section 12.1, Section 15.1(g), Section 16.1, and Section 19** in its entirety.

Section 19.11– Agent/Broker Authority. Employer understands and acknowledges that an agent, agency or broker, acting in any capacity, has no authority to (i) alter an application to bind Dean by making any promise and/or representation, or (ii) waive or change terms, conditions and/or provisions of the Entire Policy or any requirement imposed by Dean.

End Group Master Policy