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Home Office: Bloomfield, Connecticut*

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**

POLICYHOLDER: University of Notre Dame du Lac

ADDRESS: Notre Dame, IN

ACCOUNT/GROUP NUMBER: 06946A

<u>Group Insurance Policy and Policy Number</u>	<u>Effective Date</u>	<u>Anniversary Date</u>
PREFERRED PROVIDER MEDICAL BENEFITS CIGNA VISION CIGNA DENTAL PREFERRED PROVIDER BENEFITS 06946A	01/01/2016	01/01


These policies are issued in Delaware and shall be governed by its laws.


These Policies contain the terms under which the Insurance Company agrees to insure certain Employees and pay benefits.

**The Insurance Company and the Policyholder have agreed to all of the terms of these policies.**

These materials are being made available electronically for your convenience. Should you have any questions regarding content, please feel free to contact Cigna. A printed document will be provided upon request.

  
Anna Krishtul, Corporate Secretary

  
Matthew G. Manders, President

  
Dawn Ford, Registrar

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THE INSURANCE SCHEDULE

The terms set forth herein and in the Certificate(s) listed below describe the insurance underwritten by the Insurance Company. These Certificates are included in and made a part of the policy(ies). Each Certificate is identified by a Certificate Number (CN).

Any reference in the certificate to "you" or "yours" refers to the Employee.

An Employee in any of the classes shown below may be insured but only for the policy(ies) listed for his Employee Class. The Effective Date shown below is the date on which a policy becomes effective for an Employee Class.

An Employee will become eligible and insured in accordance with the terms of the "Eligibility" and "Effective Date" sections of the Certificate.

<u>GROUP POLICY(IES)</u>		<u>EMPLOYEE CLASS</u>	
<u>Certificate Number</u>	<u>Policy(ies)</u>	<u>Eligible Employees</u>	<u>Effective Date</u>
CN001	PREFERRED PROVIDER MEDICAL BENEFITS CIGNA VISION CIGNA DENTAL PREFERRED PROVIDER INSURANCE 06946A	All active full-time U.S. Expatriate and Third Country National Employees	01/01/2016

The Certificate may include Certificate Riders which are identified by Rider Numbers. These Certificate Riders are listed below.

<u>Certificate Rider Number</u>	<u>Certificate Number</u>
CR7MN001-1	CN001

## PREMIUMS

**PREMIUM PAYMENT.** The first premium will be due on the Effective Date. After that, premium will be due monthly unless the Policyholder and the Insurance Company agree on some other method of premium payment. The Policyholder and the Insurance Company may agree to change the method of premium payment from time to time. Premiums are payable at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

**PREMIUM DUE DATE.** After the Effective Date, the Premium Due Date will be the first of the month. The Anniversary Date will be the first of the month when the policy becomes effective. If the Policyholder and the Insurance Company agree that premiums will be paid on a quarterly, semiannual or annual basis, the Premium Due Date will be at the appropriate regular interval, quarterly, semiannually or annually. Premiums must be received at the Home Office or by an authorized agent of the Insurance Company on the Premium Due Date or the policy will be cancelled except as set forth in the Grace Period.

**MONTHLY STATEMENT DATE.** If premiums are to be paid monthly, the Monthly Statement Date will be the same as the Premium Due Date. If premiums are to be paid on a quarterly, semiannual or annual basis, the Monthly Statement Date will be the day in each month with the same number as the Premium Due Date.

**MONTHLY PREMIUM STATEMENT.** If premiums are due monthly, a Monthly Premium Statement will be prepared as of the Premium Due Date. This Monthly Premium Statement will show the premium due. If premiums are due quarterly, semiannually or annually, a Monthly Premium Statement will be prepared as of the Monthly Statement Date for the time from the Monthly Statement Date to the next Premium Due Date. This Monthly Statement will reflect any pro rata premium charges and credits due to changes in the number of insured persons and changes in insurance amounts that took place in the preceding month.

**SIMPLIFIED ACCOUNTING.** To simplify the accounting process, premium adjustments will be made on the Monthly Statement Date that is the same as or next follows the date that:

- A person becomes insured.
- The amount of insurance on a person changes, but not due to a revision of The Schedule.
- A person ceases to be insured.

PREMIUMS (Continued)

MONTHLY PREMIUM RATE FOR MEDICAL EXPENSE INSURANCE. The monthly premium rate for Medical Expense Insurance is determined by written agreement between the Policyholder and Cigna Health and Life Insurance Company.

MEDICAL EXPENSE INSURANCE PREMIUM. The monthly premium for Medical Expense Insurance will be calculated as follows:

- Multiply the number of Employees insured on the Premium Due Date in each rate class by the premium rate in effect on that date for that class.
- Add the results.

MONTHLY PREMIUM RATE FOR EVACUATION INSURANCE. The monthly premium rate for Evacuation Insurance is determined by written agreement between the Policyholder and Cigna Health and Life Insurance Company.

EVACUATION INSURANCE PREMIUM. The monthly premium for Evacuation Insurance will be calculated as follows:

- Multiply the number of Employees insured on the Premium Due Date in each rate class by the premium rate in effect on that date for that class.
- Add the results.

MONTHLY PREMIUM RATE FOR DENTAL INSURANCE. The monthly premium rate for Dental Insurance is determined by written agreement between the Policyholder and Cigna Health and Life Insurance Company.

DENTAL INSURANCE PREMIUM. The monthly premium for Dental Insurance will be calculated as follows:

- Multiply the number of Employees insured on the Premium Due Date in each rate class by the premium rate in effect on that date for that class.
- Add the results.

PREMIUMS (Continued)

CHANGE IN METHOD OF PREMIUM PAYMENT. If premiums are to be paid other than monthly, the method of calculation is the same. However, the rate for each class is first changed to quarterly, semiannual or annual rates by multiplying them by 2.9852, 5.9557 or 11.8227, respectively. All results are taken to the nearer cent. If the Policyholder and the Insurance Company agree to a change in the method of premium payment or to a change in the Anniversary Date, a pro rata adjustment will be made in the premium due.

CHANGES IN PREMIUM RATES. Any premium rate may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No such change will be made until 12 months after the Effective Date. An increase will not be made more often than once in a 12-month period. If an increase in premium rates takes place on a date that is not a Premium Due Date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next Premium Due Date. If a decrease in premium rates takes place on a date that is not a Premium Due Date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next Premium Due Date.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date, the enrolled population either increases or decreases by 15% or more.

As of any Anniversary Date after the policy has been in force for 12 months, the Insurance Company may grant a credit in such amount as it may determine, based on experience. The experience under this policy may be combined with the experience under other contracts issued by the Insurance Company or its affiliates and covering the policyholder or its employees.

The Insurance Company may change rates immediately if, in its opinion, its liability is altered by any change in state or federal law or by a revision in the insurance under the policy. Any such change in rates will take effect on the effective date of the change in law or change in the insurance.

(The following is applicable to Medical Expense Insurance)

The Insurance Company may change rates immediately if, in its opinion, its liability is altered by interaction with an HMO.

PREMIUMS (Continued)

War Risk Coverage

Benefits are payable under this Policy, subject to all applicable conditions and exclusions, if the covered individual suffers a loss which is caused by war or acts of war. This coverage includes loss caused by or resulting from war or acts of war worldwide, but excluding such loss in the Employee's country of citizenship. Coverage under this section is subject to the following conditions:

- The premium for such war risk insurance, the benefits, and the territorial area of coverage provided thereby (or any one or more of them) may be revised by agreement between Cigna and the Policyholder at any time, or from time to time as may be necessary to reflect conditions which in Cigna's or the Policyholder's opinion, constitute a change in the war risk exposure.
- Notwithstanding anything to the contrary in the Policy, either the Policyholder or Cigna may terminate such war risk insurance upon written notice to the other. Termination by the Policyholder shall become effective upon receipt of such written notice mailed to or delivered to Cigna's Home Office, or on a later date if specified in such notice. Termination by Cigna shall become effective upon the date specified by us in such written notice mailed or delivered to the Policyholder at the last address shown in Cigna's records. In no event shall termination by Cigna become effective in less than 10 days after such notice is mailed or delivered.
- In the event of such termination, the earned premium shall be computed, and Cigna will return promptly the unearned portion of any premium paid. Premium adjustment may be made either at the time termination is effective or as soon as practical after termination becomes effective, but payment or tender of unearned premium is not a condition of termination.
- Any revision or termination of such war risk insurance shall be without prejudice of any claim for loss occurring prior to the effective date of such revision or termination.



## CANCELLATION OF POLICY

The Policyholder may cancel the policy as of any Premium Due Date by giving written notice to the Insurance Company before the date.

The Insurance Company may cancel the policy due to the following reasons only:

- with at least 90 days prior written notice, if the Insurance Company ceases to offer coverage of this type, in accordance with applicable state or federal law;
- as of any Premium Due Date, if the premium is not received at the Home Office or by an authorized agent of the Insurance Company when due;
- immediately, if the Employer has performed an act or practice that constitutes fraud or has intentionally misrepresented a material fact;
- as of any Premium Due Date, if the number of insured Employees or if the number of insured Dependents fails to meet the minimum required per group participation rules; or for failure to comply with any other material plan provision relating to Employer contributions or group participation rules;
- if the Insurance Company withdraws from the health insurance market with prior written notice and in accordance with applicable state or federal law;
- in accordance with any applicable state law, if it is determined that the size of the Employer group has changed, making such group eligible for a guaranteed issued small group product;
- in accordance with any applicable state or federal law, if prior notice is given to the Employer;
- as to an Employer member of an association to which this policy is issued, when the Employer's membership in the association ceases, in accordance with applicable state or federal law.

Coverage will cease at midnight on the date on which termination occurs, unless otherwise stated above.

Uniform Modification of Coverage. At renewal, the provisions of this policy may be modified to reflect product revisions which have been uniformly made to this product.

GRACE PERIOD. If, before a Premium Due Date, the Policyholder has not given written notice to the Insurance Company that the policy is to be canceled, a Grace Period of 31 days will be granted for the payment of each premium after the initial premium. The policy will stay in effect during that time. If any premium is not received at the home office or by an authorized agent of the Insurance Company by the end of the Grace Period, the policy will automatically be canceled at the end of the Grace Period; except that, if the Policyholder has given written notice in advance of an earlier date of cancellation, the policy will be canceled as of the earlier date. The Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

MISCELLANEOUS PROVISIONS

EXECUTION OF POLICY. The policy is executed at the Home Office of the Insurance Company. The Post Office address of the Insurance Company is Hartford, Connecticut.

COMPLIANCE. The Insurance Company's products and services may not be available in all jurisdictions and are expressly excluded from this policy where prohibited by applicable law, including but not limited to, anti-corruption laws and economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control.

CONSIDERATION. The policy is issued to the Policyholder in consideration of the application and payment of premiums.

INSURANCE DATA. The Policyholder will give the Insurance Company all of the data that it needs to calculate the premium and all other data that it may reasonably require. Failure of the Policyholder to give this data will not void or continue an Employee's insurance. The Insurance Company has the right to examine the Policyholder's records relative to these benefits at any reasonable time while the policy is in effect. It also has this right until all rights and obligations under the policy are finally determined.

MALE PRONOUN. The male pronoun as used herein will be deemed to include the female.

PROVISIONS

**ENTIRE CONTRACT.** The entire contract will be made up of the policy, the application of the Policyholder, a copy of which is attached to the policy and all subsequent versions of the policy, and the applications, if any, of the Employees.

**POLICY CHANGES.** Changes may be made in the policy only by amendment signed by the Policyholder and by the Insurance Company acting through its President, Vice President, Secretary, or Assistant Secretary. No agent may change or waive any terms of the policy.

**STATEMENTS NOT WARRANTIES.** All statements made by the Policyholder or by an insured Employee will, in the absence of fraud, be deemed representations and not warranties. No statement made by the Policyholder or by the Employee to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and is signed by the Policyholder or the Employee and a copy is sent to the Policyholder, the Employee or his Beneficiary.

**NOTICE OF CLAIM.** Written notice of claim must be given to the Insurance Company within 30 days after the occurrence or start of the loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

**CLAIM FORMS.** When the Insurance Company receives the notice of claim, it will give to the claimant, or to the Policyholder for the claimant, the claim forms it uses for filing proof of loss. If the claimant does not get these claim forms within 15 days after the Insurance Company receives notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss within 90 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

**PROOF OF LOSS.** Written proof of loss must be given to the Insurance Company within 90 days after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

**PHYSICAL EXAMINATION.** The Insurance Company, at its own expense, will have the right to examine any person for whom claim is pending as often as it may reasonably require.

**LEGAL ACTIONS.** No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with the Insurance Company. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy.

**TIME LIMITATIONS.** If any time limit set forth in the policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the state in which the Employee lives when the policy is issued, then the time limit provided in the policy is extended to agree with the minimum permitted by the law of that state.

**CERTIFICATES.** The Insurance Company will issue to the Policyholder for delivery to each insured Employee an individual certificate. The Policyholder will be responsible for distributing the certificates to its Employees. The certificate will show the benefits provided under the policy. It will set forth any changes in benefits due to age and to whom benefits will be paid. Nothing in the certificate will change or void the terms of the policy.

PROVISIONS (Continued)

NOTICE OF TERMINATION OF ELIGIBILITY. Written notice of the termination of eligibility of any Employee or Dependent must be given to the Insurance Company within (90) days of the loss of eligibility. If such notice is not received by the Insurance Company within (90) days of the date of loss of eligibility for an Employee or Dependent, then the Employer shall be responsible for all claims for that Employee or Dependent incurred through the (90th) day prior to the Insurance Company's receipt of notice of termination of eligibility for the Employee or Dependent.