Employer Agreement and Participation Request For Voluntary Products

HUMANA. Specialty Benefits

A. Set-Up Information

Name: Lexington Fayette Urban County Government
Address: 200 East Main Street | City: Lexington | State: KY | ZIP: 40507
Employer Federal Tax ID Number: 61-0858140
Contact Person: Mary Lyle | Title:
Telephone Number: 859-258-3000 | Fax Number: 859-425-2889
Email Address: mlyle@lexingtonky.gov
Date Business Formed (two years' minimum): 1974 | Nature of Business: 9199 - General Government, NEC
Collectively Bargained Plan? ☐ Yes ☒ No
Is this group considered a government entity or a church? ☒ Yes ☐ No
What is the Employer's State of Situs? Kentucky

B. Billing Information (if different from above, billing to other than Employer requires prior Home Office approval)

Name: Lexington Fayette Urban County Government
Address: Same as above | City: | State: | ZIP:
Contact Person: Mary Lyle | Title:
Telephone Number: 859-258-3954 | Fax Number: 859-258-3956
Email Address: mlyle@lexingtonky.gov
If there is more than one location that should be billed, please attach a complete listing of locations including address and contact.
Premium deductions will start (month): January | for a billing effective date of (month): January

C. Eligibility

Total eligible Employees/Members: 3700
Employer's contribution: 0% | Employee/Member contribution: 100%
Eligibility period:
☒ First of the month after date of employment; or
☐ First of the month after ☐ 30 days ☐ 60 days ☐ 90 days ☐ 120 days ☐ 180 days ☐ 365 days
☐ Other
If an eligibility period is not selected, an eligibility period of 90 days will be assigned.

D. Products

The following product categories are authorized to be enrolled to eligible Employee/Members until further notice:
☒ Life ☐ Supplemental Health/Accident ☐ Disability ☐ Critical Illness/Cancer

Employer's Authorization and Payroll Deduction Agreement

Subscriber's/Employer's Authorization, Payroll Deduction Agreement and Participation Request (subject to written approval by Kanawha Insurance Company ("Kanawha").
The Subscriber/Employer (hereafter referred to as Employer) understands, acknowledges and certifies the following:

For Group Trust Products:

- The Trustee of the Kanawha Insurance Trust ("the Trust") is the Policyholder of the group insurance policy(ies) and insurance premiums constitute a part of the funds of the Trust. The Trustee is not an insurer and has no obligation under any insurance policy. The Employer will pay premiums directly to Kanawha as payment for, and on behalf of, the Trustee.
- This coverage will be made available to all eligible Employees/Members.
- Upon acceptance for participation in the Trust, the Employer will be subject to the written Employee Benefit Program Insurance Trust Agreement (the "Trust Agreement") between the Trustee and Kanawha, the terms and conditions of which are incorporated herein.

Employer's Authorization and Payroll Deduction Agreement (continued)

- The Trust Agreement and the group policy(ies) are available for inspection at Kanawha Insurance Company.
- Kanawha Insurance Company does not have any responsibility for the Employer's obligations or compliance under ERISA, COBRA or any other applicable federal or state law or regulation. For purposes of ERISA, the Employer, and not Kanawha, is the Plan Sponsor, Plan Administrator, and Plan Fiduciary.
- The Employer must remain engaged in a legitimate business enterprise to maintain eligibility for participation in the trust. Coverage on each Employee/Member is dependent on individual qualification and the effective date of this coverage will be the date agreed upon by the Employer and Kanawha.

For all products:

Representatives of **Kanawha Insurance Company, a Humana Company**, are authorized to contact the Employee/Members of the Employer concerning insurance to be provided by Kanawha.

Authorization is given to send billings to the location(s) named herein. It is the responsibility of the Employer to remit premiums to Kanawha on a timely manner, whether the premiums are collected via payroll deduction or paid by the Employer.

It is the responsibility of the Employer to notify Kanawha if the Employee/Member requests termination of payroll deductions or is no longer eligible for coverage. The Employer does not assume any responsibility of coverage after one of these events. If the Employer pays premiums for an Employee/Member in error, Kanawha will not reimburse the Employer for more than three months' premium.

The Employer or Kanawha can terminate the Payroll Deduction Agreement at any time by giving the other 30 days' notice. Upon termination of this Agreement, premium payment will be arranged between the Employer/Member and Kanawha.

The Insurance Producer has limited authority to represent Kanawha. The Insurance Producer does not have the authority to remove an Employee/Member from the list billing or to cancel an Employee's/Member's insurance. Conversely, the Insurance Producer cannot promise that coverage will be issued. Furthermore, the Insurance Producer has no authority to vary or change the terms and conditions of this Agreement.

The terms of coverage, including premiums and benefits, are subject to change under the terms of the Policy(ies). A written notice of such change will be provided.

Payment by check shall not constitute payment of insurance premiums until the check has been received by Kanawha's Home Office and honored by the drawee of the bank when presented.

If the Employer fails to make the required premium payment on behalf of Employer's Employees/Members, Kanawha reserves the right to terminate insurance coverage for nonpayment. Such termination shall be as effective of the last date for which premium was paid before the amount owing was added to the billing.

Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be subject to prosecution and punishment for insurance fraud.

GOVERNMENT ENTITIES AND CHURCHES ARE CONSIDERED NON-ERISA CASES. EMPLOYER GROUPS ELECTING OPTIONAL BENEFITS COVERAGE MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF ERISA.

Dated at _____ this _____ day of _____, 20 _____

Signature of Officer or Person Approving Agreement

Printed Name of Officer or Person Approving Agreement

Title

Agent Report

Products

Please complete the following information. The Employer has requested the benefit configuration for the products indicated below.

☐ **Accident Insurance** ☐ Group Trust ☐ Individual

Base Plan ☐ 1 Unit ☐ 2 Units ☐ 3 Units ☐ 4 Units

Optional Benefits

☐ Hospital Intensive Care Unit Benefits Rider ☐ $150 ☐ $300 ☐ $450 ☐ $600

☐ Fracture and Dislocation Benefits Rider ☐ $750 ☐ $1,500

☐ Accident Total Disability Benefits Rider (Elimination Period) ☐ 1Day ☐ 7 Days ☐ 14 Days ☐ 30 Days

☐ On-the-Job Coverage Benefits Rider

☐ **Disability Income** (Check only one box per line.)

☐ Disability Income Advantage ☐ 3 Month ☐ 6 Month ☐ 1 Year ☐ 2 Year ☐ 3 Year

Base Benefit Period ☐ 0/7 ☐ 7/7 ☐ 0/14 ☐ 14/14 ☐ 30/30

☐ 90/90 ☐ 180/180 ☐ 365/365

☐ Additional Monthly Income Rider

AMI Benefit Period ☐ 3 Month ☐ 6 Month ☐ 9 Month ☐ 1 Year ☐ 18 Months

☐ 2 Year ☐ 30 Month ☐ 3 Year

AMI Elimination Period ☐ 0/7 ☐ 7/7 ☐ 0/14 ☐ 30/30

☐ 60/60 ☐ 90/90 ☐ 180/180 ☐ 365/365

☐ 24-hous Coverage for all employees

☐ Mental or Emotional Disease or Disorder Rider **(If selected, this Rider becomes mandatory for all persons to be covered. Only available with a Base Elimination Period of 0/14, 14/14, or 30/30.)**

☐ Income Protector (Non-Occ)

Elimination Period ☐ 0/7 ☐ 7/7 ☐ 0/14 ☐ 14/14 ☐ 30/30

☐ 90/90 ☐ 180/180

Benefit Period ☐ 90 Day ☐ 6 Month ☐ 1 Year ☐ 2 Year

☐ **Health Care Plus**

Hospital Confinement Benefit ☐ $250 ☐ $500

☐ Optional Hospital Indemnity Benefit Rider

☐ **Cancer**

☐ Cancer Plus ☐ Cash Cancer Plus

☒ **Life**

☐ LPU 95

☐ Secure Life ☐ Waiver of Premium ☐ AD&D ☐ Loss of Work ☐ Employee Term to Age 65 ☐ Family Term

☐ Aegis (Check choices below.) ☐ Group Trust ☐ Individual

☐ Term ☐ 5 Year ☐ 10 Year ☐ 15 Year ☐ 20 Year ☐ 30 Year

☐ Accelerated Living Benefit Rider ☐ Quality of Life Acceleration Benefit Rider

☐ Increasing Death Benefit Rider (not available on 5 Year Term) ☐ AD&D Rider

☐ **Critical Illness Insurance**

Base Plan ☐ Cancer Only ☐ Heart Attack/Stroke Only ☐ Cancer and Heart Attack/Stroke

Payment Period ☐ Lifetime ☐ 20 Years

Optional Benefit ☐ Persistency Benefit

Certification of Soliciting Insurance Producer to Kanawha

I hereby warrant and represent that the Insurance Producer information I have provided herein is complete and accurate. Furthermore, I certify that I have fully explained to the above Employer all provisions, the insurance products in which the Employer has permitted its Employees/Members to enroll, and all insurance benefits, limitations, exclusions and conditions of the selected group insurance product as described by Kanawha Insurance Company in its marketing materials.

I have advised the above-referenced Employer: (1) not to cancel any existing coverage until the Employer has received a written notice of approval from Kanawha's Home Office; and (2) if the Employer is accepted to participate in the Kanawha Insurance Trust, the notice of approval will indicate the effective date of Employee/Member coverage.

I certify that I have reviewed all documents completed by the Employer for participation in the Kanawha Insurance Trust. I further certify that I will review all enrollment applications completed by the eligible Employees/Members and their dependents requesting insurance coverage, and that all such documents must be properly completed and submitted to Kanawha prior to Kanawha's approval of the insurance coverage described herein. I further certify that in soliciting this business, I have fully complied with the IMSA Principles and Code of Ethical Market Conduct, and I have not exceeded my limited authority as an Insurance Producer.

Dated at Lexington, KY this 4th day of Sept. 2013

Signature of Licensed Insurance Producer

Benji Marrs
Printed Name of Licensed Insurance Producer

61-0966902
License Identification Number of Insurance Producer

Benefit Insurance Marketing

HUMANA.
Specialty Benefits

210 South White Street
Post Office Box 610
Lancaster, South Carolina 29721-0610

Kanawha Insurance Company

Employer's Master Application for Group Voluntary Products

Insurance products are underwritten by Kanawha Insurance Company

HUMANA.
Specialty Benefits

1380 3/10 KY

A. Employer Information

Name Lexington Fayette Urban County Government

Address 200 East Main Street | City Lexington | State Kentucky | ZIP 40507

Telephone Number 859-258-3000 | Fax Number 859-425-2889

E-mail Address mlyle@lexingtonky.gov

Contact Person Mary Lyle | Title

Nature of Business 9199 - General Government, NEC

Employer Identification Number (EIN) 61-0858140

Collectively Bargained Plan? ☐ Yes ☒ No | Year Business Formed 1974

Name of Plan

Plan Number *(Assigned by Employer for use in filing IRS Form 5500)*

Is this group considered a government entity or a church? ☒ Yes ☐ No

B. Billing Information (if different from above)

Name Lexington Fayette Urban County Government

Address Same as above | City | State | ZIP

Telephone Number 859-258-3954 | Fax Number 859-258-3956

E-mail Address mlyle@lexingtonky.gov

Contact Person Mary Lyle | Title

C. Billing Details (Billing to other than Employer requires prior Home Office Approval)

Billing Frequency: ☒ Monthly ☐ Other (specify day of month):

Payroll Frequency: ☐ Monthly ☒ Semi-Monthly ☐ Bi-Weekly ☐ Weekly ☐ Other:

Preferred Billing Type: ☐ Paper ☒ E-mail ☐ Tape

Payroll Cutoff Date(s) to Receive Changes (specify day of month) 1st

Must Receive First Billing/Deductions by (specify day of month) 1st

D. Due Date

Effective Date of Policy and Due Date of First Premium will be (month, day, year) 01/01/2014

E. Eligibility

Eligible Employees: ☒ Salary Exempt and Non-Exempt
☒ Wage and Hour Non-Exempt
☐ Other

An Eligible employee is one who is actively at work on a full-time basis working at least 20 hours per week.

Total Eligible Employees 3700

Employer Contribution 0% | Employee Contribution 100%

New employees hired after Effective Date of Policy will be eligible for coverage after:
☒ 1st of month following employment
☐ 1st of month after 30 days of employment
☐ Other

F. Existing Coverage Available to Employees

Disability Income Carrier N/A ☐ Individual ☐ Group Coverage Termination Date

Dental Carrier N/A ☐ Individual ☐ Group Coverage Termination Date

CI/Cancer Carrier N/A ☐ Individual ☐ Group Coverage Termination Date

G. Products

☐ **Disability**

Plan Design ☐ Benefits are provided in conjunction with an HSA Plan
☐ Benefits will be offered in conjunction with an IRS qualified pre-tax plan

Benefit Period ☐ 90 Days ☐ 6 Months ☐ 1 Year ☐ 2 Years ☐ 3 Years

Elimination Period ☐ 0/7 ☐ 7/7 ☐ 0/14 ☐ 14/14 ☐ 30/30 ☐ 60/60
☐ 90/90 ☐ 180/180 ☐ 365/365

Optional Benefits – Employer Selectable

☐ Sickness Elimination Period Waiver - Available only if 7 or 14 day Elimination Period is selected for Sickness.
☐ Loss of Work ☐ Mental, Nervous, Alcohol and Drug Abuse
☐ 24 hour ☐ Takeover (Prior carrier's policy and bill are required.)
☐ Portability

Optional Benefits – Employee Selectable

☐ COBRA Benefit ☐ Physical Therapy Benefit ☐ ICU/CCU Benefit

☐ **Accident Insurance**

Base Plan ☐ Level 1 ☐ Level 2 ☐ Level 3 ☐ Level 4

Optional Benefits

☐ Hospital Intensive Care Unit Benefit ☐ $150 ☐ $300 ☐ $450 ☐ $600
☐ Fracture and Dislocation Benefit ☐ $750 ☐ $1,500
☐ Accident Total Disability Benefit (Elimination Period) ☐ 1 Day ☐ 7 Days ☐ 14 Days ☐ 30 Days
☐ On-the-Job Coverage Benefit

☐ **Critical Illness**

Plan Design ☐ Benefits are provided in conjunction with a HSA Plan
☐ Benefits will be offered in conjunction with an IRS qualified pre-tax plan

Coverage choices ☐ Vascular ☐ Cancer ☐ Other Critical Illnesses: ☐ 50% ☐ 100% (select one)

Optional Benefits – Employer Selectable

☐ Benefit Recurrence ☐ Loss of Work
☐ Takeover Benefit

Optional Benefits – Employee Selectable

☐ Health Screening Benefit ☐ $50 ☐ $100 ☐ $150 (select one)
☐ Automatic Benefit Increase

☒ **Term Life**

Plan Design ☒ 10 Year ☒ 20 Year

Optional Benefits – Employer Selectable

☐ Waiver of Premium ☐ Loss of Work
☐ Accidental Death and Loss of Sight Dismemberment
☐ Additional Benefit Increase
☐ Accelerated Living Benefit - Critical Illness ☐ 25% ☐ 50% ☐ 100% (select one)
☐ Takeover Benefit

☐ **Supplemental Health**

Base Plan	☐ Plan A	☐ Plan B	☐ Plan C	☐ Plan D
Hospital Indemnity	$100/day	$200/day	$300/day	$500/day
Hospital First Occurrence	$250/day	$500/day	$500/day (days 1&2), $750/day (days 3&4)	$500/day (days 1&2), $1,000/day (days 3&4)
Optional Benefits – Selected by Participant				
☐ Emergency Room	$50/day (ER), $40/day (urgent care)	$100/day (ER),	$150/day (ER), $80/day (urgent care)	$250/day (ER), $120/day (urgent care)
☐ ICU/CCU/Burn Unit Benefit	$100/day	$200/day	$600/day	$1,000/day
☐ Surgical Schedule	$500	$1,000	$1,000	$2,000
☐ Diagnostic, Laboratory and X-ray	$25/test (hospital), $20/test (doctor's office or clinic)	$25/test (hospital), $20/test (doctor's office or clinic)	$50/test (hospital), $40/test (doctor's office or clinic)	$75/test (hospital), $60/test (doctor's office or clinic)
☐ Outpatient Office Visit	$25/visit	$50/visit	$75/visit	$100/visit
☐ Wellness	$50/year	$50/year	$100/year	$150/year

If multiple plans are selected and plan availability is limited by class, please list what class of employees are eligible for each plan.

_____

_____

H. State of Delivery

For the purpose of the Group Policy, the State of Situs will be Kentucky

Employer's Authorization Agreement

Kanawha Insurance Company, a Humana Company, (hereafter referred to as Kanawha) is authorized to contact the employees of the Employer, named herein, concerning insurance to be provided by Kanawha.

Authorization is given to send billings to the location named herein. The responsibility of remitting premiums in a timely manner to Kanawha on behalf of their employees, whether collected via payroll deduction or employer-paid, is that of the Employer or Plan Sponsor.

Any employee may voluntarily stop his or her payroll deduction by notifying the Employer or Plan Sponsor. The Employer or Plan Sponsor will forward written notice of an employee's request to stop deductions to Kanawha's home office. It is also the Employer's or Plan Sponsor's responsibility to notify Kanawha of an employee's termination. The Employer or Plan Sponsor does not assume any responsibility of coverage after cancellation of the deductions or termination of employment of any employee.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime.

Dated at Lexington (City) KY (State) this 4th day of September, 2013.

Signature of Officer or Person Approving Agreement	Signature of Licensed Insurance Producer
Title	Benji Marrs Benefit Insurance Marketing Printed Name of Licensed Insurance Producer
Printed Name of Officer or Person Approving Agreement	61-0966902 License Identification Number of Insurance Producer

GOVERNMENT ENTITIES AND CHURCHES ARE CONSIDERED NON-ERISA CASES. EMPLOYER GROUPS ELECTING OPTIONAL BENEFITS COVERAGE MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF ERISA.

KANAWHA
INSURANCE COMPANY

HUMANA.
Specialty Benefits

210 South White Street
Post Office Box 7777
Lancaster, South Carolina 29721-7777
877-378-1505

Kanawha Insurance Company is a Humana company.