

UnitedHealthcare Vision
UnitedHealthcare Insurance Company

Policy

For

Munroe Regional Medical Center

GROUP NUMBER: 752161

Group Vision Care Insurance Policy

UnitedHealthcare Insurance Company

185 Asylum Street

Hartford, Connecticut 06103-3408

1-800-638-3120

A Limited Benefit Policy

Issued To: Munroe Regional Medical Center ("Enrolling Group")
Policy Number: 752161
Policy Effective Date: October 1, 2012
Policy Anniversary Date: October 1

UnitedHealthcare Insurance Company agrees to pay the benefits and provide the other rights set forth in the Policy, in consideration of the Enrolling Group's application and payment of Policy Charges.

Upon receipt of the Enrolling Group's application and payment of the required Policy Charges, this Policy is deemed executed.

As used in this Policy, the words "we", "us", "our", and "the Company" refer to UnitedHealthcare Insurance Company.

The Policy will take effect as of the Policy Effective Date set forth above, provided that it has been signed by an officer of the Company, and the Enrolling Group has signed the application.

This Policy replaces and supersedes any previous agreements relating to the coverage of vision services between the Enrolling Group and the Company. The terms and conditions of this Policy will in turn be superseded by those of any subsequent agreements relating to the coverage of vision services between the Enrolling Group and the Company.

The Company will not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Enrolling Group's benefit plan. The Company will not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

This Policy will become effective at 12:01 a.m. at the Enrolling Group's address on the Policy Effective Date, and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination of this Policy as provided herein. When the Policy is terminated as provided for in the *Termination of the Entire Policy* section, this Policy and all coverage under this Policy will end at 12:00 midnight on the date of termination.

Telephone inquiries or requests for information about coverage and assistance in resolving complaints should be directed to the following number: 800-638-3120.

This Policy is delivered in and governed by the laws of the State of Florida.

Issued By:

UNITEDHEALTHCARE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Jeffrey Alter", with a stylized flourish at the end.

Jeffrey Alter, President

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Definitions

Grace Period - A period of time following the Payment Due Date during which the Enrolling Group may pay the due Policy Charge without penalty under the Policy.

Payment Due Date - The date on which the Enrolling Group's payment of a Policy Charge is due.

Policy Charge - An amount owed by the Enrolling Group to the Company for coverage of Covered Persons enrolled in the Enrolling Group's benefit plan, based on the number of Subscribers in each coverage classification at the time of calculation and at the Premiums then in effect.

Policy Effective Date - The date on which the Enrolling Group's coverage under the plan becomes effective.

All other terms used in this Policy have the same meaning given those terms in the *Certificate of Coverage* ("*Certificate*"), unless otherwise specifically defined in this Policy.

General Provisions

Entire Contract

This Policy, the Enrolling Group's Application, the *Certificate(s)*, *Table(s) of Benefits* and any amendments, riders, endorsements, and individual enrollment forms will constitute the entire contract. Any amendments, riders, endorsements, *Certificate(s)* or *Table(s) of Benefits* issued after the Policy Effective Date will be made a part of the Policy.

Amendments and Alterations

Amendments to the Policy are effective upon 45 days written notice to the Enrolling Group. Riders are effective on the date specified by the Company. No change will be made to the Policy unless it is made by an Amendment or a Rider that is signed by an officer of the Company. No agent has authority to change the Policy or to waive any of its provisions.

Time Limit on Certain Defenses

No statement made by the Enrolling Group, except a fraudulent statement, will be used to void this Policy after it has been in force for a period of 2 years.

Jurisdiction

The Policy has been issued and delivered in the governing jurisdiction shown on the first page of the Policy. The laws of such jurisdiction will govern its execution, performance and enforcement. Any provision of the Policy that is in conflict with such laws will be deemed amended to meet the minimum requirements of such laws.

Waiver/Estoppel

Nothing in the Policy, *Certificate* or *Table of Benefits* is considered to be waived by any party unless the party claiming the waiver receives the waiver in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of the Policy,

Certificate or *Table of Benefits* or to exercise any option which is herein provided, will in no way be construed to be a waiver of such provision of the Policy, *Certificate* or *Table of Benefits*.

Relationship Between Parties

The relationships between the Company and providers, and the relationship between the Company and the Enrolling Group, are solely contractual relationships between independent contractors. Providers and the Enrolling Group are not agents or employees of the Company, nor is the Company or any employee of the Company an agent or employee of providers or of the Enrolling Group.

The relationship between a provider and any Covered Person is that of provider and patient. The provider is solely responsible for the services provided by it to any Covered Person. The Enrolling Group is solely responsible for enrollment and coverage classification changes (including termination of a Covered Person's coverage through the Company) and for the timely payment of the Policy Charge.

ERISA

When this Policy is purchased by the Enrolling Group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act 29 U.S.C., 1001 et seq., the Company will not be named as and will not be the Plan Administrator or the named fiduciary of the welfare plan, as those terms are used in ERISA.

Workers' Compensation Not Affected

The coverage provided under this Policy does not substitute for and does not affect any requirements for coverage by workers' compensation insurance.

Headings

The headings, titles and any table of contents contained in the Policy, *Certificate* or *Table of Benefits* are for reference purposes only and will not in any way affect the meaning or interpretation of the Policy, *Certificate* or *Table of Benefits*.

Unenforceable Provisions

If any provision of the Policy, *Certificate* or *Table of Benefits* is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of the Policy, *Certificate* or *Table of Benefits* to the greatest extent legally permissible.

Administration

Notices

All notices or other communications required or permitted under this Policy will be in writing and will be delivered personally, by commercial overnight delivery service, or by registered or certified mail, return receipt requested, and will be deemed received: upon receipt (or the first business day after receipt, if received after business hours) in the case of personal delivery; three business days after the date of mailing in the case of certified or registered mail; and one business day after sending if delivered by overnight delivery service, addressed as follows:

If to the Company:

UnitedHealthcare Insurance Company

6220 Old Dobbin Lane

Columbia, MD 21045

Attention: Account Management Services

With a copy to the Legal Department

If to the Enrolling Group:

To the mailing address on file with the Company.

A party may change the address at which it elects to receive any notice provided under this Policy by advising the other party of such change in accordance with this section.

Certificates

The Company will issue *Certificate(s)*, *Table(s) of Benefits* and any attachments to the Enrolling Group, in the format agreed upon by the Enrolling Group and the Company, for delivery to each covered Subscriber. The *Certificate*, *Table of Benefits* and any attachments will show all the benefits and provisions of the Policy.

Records

The Enrolling Group will furnish the Company with all information and proofs that the Company may reasonably require with regard to any matters pertaining to this Policy. The Company may at any reasonable time inspect all documents furnished to the Enrolling Group by an individual in connection with the coverage and any other records pertinent to the coverage under this Policy.

During and after the termination of the Policy, the Company and its related entities may use and transfer the information gathered under the Policy for research and analytic purposes.

Administrative Services

The services necessary to administer this Policy and the coverage provided under it will be provided in accordance with the Company's or its designee's standard administrative procedures. If the Enrolling Group requests that such administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, the Enrolling Group will pay for such services or reports at the Company's or its designee's then-current charges for such services or reports.

Examination of Covered Persons

In the event of a question or dispute concerning coverage for vision Services, the Company may reasonably require that a Covered Person be examined at the Company's expense by a Network Provider acceptable to the Company.

Information to be Provided by the Enrolling Group

The Enrolling Group will provide, with each Premium payment, a statement showing the number of persons enrolled for coverage during the time period. We will be permitted access to the Enrolling Group's records during reasonable business hours for the purpose of verifying such information.

Premium Rates and Policy Charge

Premium Rates

Premiums will be charged based upon the number of Subscribers enrolling in each coverage classification. The Premium rate in effect will be as indicated in Exhibit 1. The Company may change Premium rates pursuant to the section titled *Change in Premium Rates*.

Adjustments to the Policy Charge

Retroactive adjustments may be made for any additions or terminations of Subscribers or changes in coverage classification not reflected in the Company's records at the time the Policy Charge is calculated by the Company. However, no retroactive credit will be granted for any change occurring more than 60 days prior to the date the Company received notification of the change from the Enrolling Group, nor will retroactive credit be granted for any calendar month in which a Subscriber has received vision Services.

The Enrolling Group will notify the Company in writing within 30 days of the Effective Date of enrollments, terminations or other changes; provided, however, that the Enrolling Group will notify the Company in writing each month of any changes in the coverage classification of any Subscriber.

In the event there is any increase in premium tax, guarantee or uninsured fund assessment or other governmental charges relating to or calculated in regard to Premium such increase will be automatically added to the Premium.

Payment of the Policy Charge

The Enrolling Group will pay the Policy Charge to the Company or to the Company's agent on the Payment Due Date. The first Payment Due Date will be the Effective Date of the coverage. Each subsequent Payment Due Date will coincide with the first day of each succeeding calendar month for coverage during that month. We will determine the amount of any adjustment for coverage for a period of less than one (1) calendar month. The entire amount of the applicable Policy Charge will be paid when due. We are not obligated to accept or apply any Policy Charge paid which is less than the entire amount due for any period. Policy Charge payments will be credited first to any past due and unpaid Policy Charges, in the order in which due.

A late payment charge will be assessed for any Policy Charge not received by the last day of the Grace Period. A service charge will be assessed for any non-sufficient-fund check received in payment of the Policy Charge.

The Enrolling Group will reimburse the Company for attorney's fees and any other costs related to collecting delinquent Policy Charges.

Grace Period

We will allow the Enrolling Group a Grace Period of 31 days for any Premium due after the first Premium. During the Grace Period, the coverage will remain in effect provided the full premium is paid before the end of the Grace Period. Should a premium otherwise due, not be paid during the Grace Period, the Policy will terminate without further notice as of 12:00 midnight on the last day for which premiums were paid.

Change in Premium Rates

The Company reserves the right to change the schedule of rates for Premiums, after a 45 day prior written notice on any premium due date. The Company also reserves the right to change the schedule of rates for Premiums, retroactive to the Effective Date, if a material misrepresentation has resulted in a lower schedule of rates. However, the Company may at its option limit future rate increases by agreement with the Enrolling Group.

Clerical Errors

Clerical errors will not deprive any individual of coverage under this Policy or create a right to benefits. Failure to report the termination of coverage will not continue such coverage beyond the date it is scheduled to terminate according to the terms of this Policy. Upon discovery of a clerical error, any necessary appropriate adjustment in Premiums will be made. However, no such adjustment in Premiums or coverage will be granted by the Company to the Enrolling Group for more than 60 days of coverage prior to the date the Company received notification of such clerical error.

Termination

Termination of the Entire Policy

This Policy and all coverage under this Policy will automatically terminate on the earliest of the dates specified below:

1. At the Company's option, retroactive to the last paid date of coverage, if the Grace Period expires and any Policy Charge remains unpaid.
2. On the date specified by the Company, when participation in the plan falls below 10 Subscribers.
3. On the date specified by the Enrolling Group, with prior written notice to the Company that this Policy will be terminated.
4. On the date specified by the Company, in written notice to the Enrolling Group, that this Policy will be terminated because the Enrolling Group provided the Company with false information material to the execution of this Policy or to the provision of coverage under this Policy. The Company has the right to rescind this Policy back to the Policy Effective Date.
5. On the date specified by the Company, with at least 90 days prior written notice to the Enrolling Group, that this Policy will be terminated because the Company will no longer renew or issue this particular type of group vision benefit plan within the applicable market.
6. On the date specified by the Company, with at least 180 days prior written notice to the applicable state authority and to the Enrolling Group, that this Policy will be terminated because the Company will no longer renew or issue any group vision benefit plan within the applicable market.

Payment and Reimbursement Upon Termination

Upon any termination of this Policy, the Enrolling Group will be and will remain liable to the Company for the payment of any and all Premiums which are unpaid at the time of termination, including a pro rata fee for any period this Policy was in force during the Grace Period, if any, preceding the termination.

Exhibit 1 to Group Vision Care Insurance Policy

Premiums

Monthly Premiums payable by or on behalf of Covered Persons are specified below:

All Employees

Employee Only coverage:	\$6.59
Employee + Spouse coverage:	\$12.39
Employee + Children coverage:	\$13.01
Employee + Family coverage:	\$19.49

