

UNITED HEALTHCARE INSURANCE COMPANY

VISION INSURANCE

POLICY

FOR

STARTLEY GENERAL CONTRACTORS INC

GROUP NUMBER: G/GA2F4453BW VISION PLAN: V1258

EFFECTIVE DATE: January 1, 2019

OFFERED AND UNDERWRITTEN BY

UNITED HEALTHCARE INSURANCE COMPANY



Group Policy

UnitedHealthcare Insurance Company

185 Asylum Street

Hartford, CT 06103-3408

1-800-638-3120

Issued To: STARTLEYGENERAL
CONTRACTORSINC
("Enrolling Group")

Policy Number: G/GA2F4453BW

Policy Effective Date: January 1, 2019

This Group Policy ("Policy") is entered into by and between UnitedHealthcare Insurance Company ("Company"), and the "Enrolling Group".

Upon receipt of the Enrolling Group's application and payment of the required Policy Charges, this Policy is deemed executed. The Company agrees with the Enrolling Group to provide Coverage for Vision Services set forth herein, subject to the terms, conditions, exclusions, and limitations of this Policy. The Enrolling Group's application is made a part of this Policy.

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 The terms and conditions of this Policy will in turn be superseded by those of any subsequent agreements relating to the Coverage of Vision Services between the Enrolling Group and the Company.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.

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

Issued By:

UnitedHealthcare Insurance Company



William J Golden, President

Article 1: Definitions

The 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.

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 - the sum of the Premiums for all Subscribers and Enrolled Dependents Covered under the Policy.

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

Article 2: Vision Services

Subscribers and their Enrolled Dependents are entitled to Coverage for Vision Services subject to the terms, conditions, limitations and exclusions set forth in the *Certificate(s)* and *Schedule(s)* of *Covered Vision Services*, included in this Policy. The *Certificate(s)* and *Schedule(s)* of *Covered Vision Services* describe the Covered Vision Services including any optional Riders and Amendments, required Copayments, and the terms, conditions, limitations and exclusions related to Coverage.

Article 3: Premium Rates and Policy Charge

Premium Rates

Premiums will be charged based upon the number of Subscribers enrolling in each Coverage classification. 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 Policy 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 Policy 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. All Policy Charge payments will be accompanied by supporting documentation which states the names of the Covered Persons for whom payment is made.

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

Change in Premium Rates

The Company reserves the right to change the schedule of rates for Premiums, after a 30 day prior written notice on any Payment Due Date. The Company also reserves the right to change the schedule of rates for Premiums, retroactive to the Policy 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.

Grace Period

A Grace Period of 31 days will be granted for the payment of any Policy Charge, during which time the Policy will continue in force. In no event will the Grace Period extend beyond the date the Policy terminates.

This Policy will automatically terminate retroactive to the last paid date of Coverage if the Grace Period expires and any Policy Charge remains unpaid, or if the Company receives written notice of termination from the Enrolling Group during the Grace Period.

Article 4: Eligibility and Effective Date of Coverage

Initial Eligibility Period

Eligible Persons and their Dependents may enroll for Coverage under the Policy during the Initial Eligibility Period. The Initial Eligibility Period is the period of time agreed to by the Enrolling Group and the Company.

Eligibility Conditions

The eligibility conditions stated in the application are in addition to those specified in Section 2 of the *Certificate*.

Article 5: Policy Termination

Conditions for Termination of This Entire Policy

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

- A. At the Company's option, retroactive to the last paid date of Coverage, if the Grace Period expires and any Policy Charge remains unpaid.
- B. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated, due to the Enrolling Group's violation of participation and contribution rules.
- C. 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.
- D. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated because the Enrolling Group does not provide us with information that we need to administer the Policy or fails to perform any of its obligations that relate to the Policy.
- E. On the date specified by the Company after 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 type of vision benefit plan within the applicable market.
- F. On the date specified by the Company, after 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 employer 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.

Article 6: General Provisions

Entire Policy

The Policy, including the *Certificate(s)*, *Schedule(s) of Covered Vision Services*, the application of the Enrolling Group, any individual Subscriber enrollment forms, Amendments and Riders will constitute the entire Policy between parties. All statements made by the Enrolling Group or by a Subscriber will, in the absence of fraud, be deemed representations and not warranties.

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.

Amendments and Alterations

Amendments to the Policy are effective upon 31 days written notice to the Enrolling Group. Riders are effective on the date specified by the Company. No change will be made to this Policy unless made by an Amendment or a Rider which is signed by an executive officer of the Company. No agent has authority to change this Policy or to waive any of its provisions.

Relationship Between Parties

The relationships between the Company and providers and relationships between the Company and Enrolling Groups, are solely contractual relationships between independent contractors. Providers and Enrolling Groups 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 Enrolling Groups.

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 relationship between any Enrolling Group and any Covered Person is that of employer and employee, Dependent, or other Coverage classification as defined in this Policy. 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.

Records

The Enrolling Group will furnish the Company with all information and proofs which 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 the Enrolling Group's payroll, and any other records pertinent to the Coverage under this Policy.

By accepting Benefits under this Policy, each Covered Person authorizes and directs any person or institution that has provided services to them, to furnish the Company or its designees any and all information and records or copies of records relating to the services provided to the Covered Person. The Company has the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form.

The Company agrees that such information and records will be considered confidential. The Company has the right to release any and all records concerning vision services which are necessary to implement and administer the terms of this Policy, for appropriate medical review or quality assessment, or as the Company is required by law or regulation.

During and after the term 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.

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.

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.

Clerical Error

Clerical error 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.

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.

Conformity with Statutes

Any provision of this Policy which, on its effective date, is in conflict with the requirements of applicable state or federal statutes or regulations is hereby amended to conform to the minimum requirements of such statutes and regulations.

Waiver/Estoppel

Nothing in the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* 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 *Schedule(s) of Covered Vision Services* 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 *Schedule(s) of Covered Vision Services*.

Headings

The headings, titles and any table of contents contained in the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* are for reference purposes only and will not in any way affect the meaning or interpretation of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services*.

Unenforceable Provisions

If any provision of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* 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 *Schedule(s) of Covered Vision Services* to the greatest extent legally permissible.

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.

Subscriber's Individual Certificate

The Company will issue *Certificate(s)*, *Schedule(s) of Covered Vision Services* and any attachments to the Enrolling Group who will in turn make them available to each covered Subscriber. Such *Certificate(s)*, *Schedules(s) of Covered Vision Services* and any attachments may be provided in electronic format. The *Certificate(s)*, *Schedule(s) of Covered Vision Services* and any attachments will show all the benefits and provisions of the Policy.

Article 7: 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:

Spectera, Inc.
2811 Lord Baltimore Drive
Baltimore, MD 21244
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.

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.

Exhibit 1 to Group Vision Care Insurance Policy

Premiums

Monthly Premiums payable by or on behalf of Covered Persons are specified in the Cost Summary.