

YOUR GROUP POLICY

This is your Group Policy. We feel certain that you will be pleased with this new format.

Your Group Policy consists of:

- a policy “shell” containing general provisions relating to policyholder/insurance company matters, and

- a certificate (including the Schedule of Benefits) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued and, when necessary a new or replacement certificate, Schedule of Benefits (SOB) or amendment which will be attached to a cover rider to the policy.

Aetna Life Insurance Company



Summary of The Louisiana Life And Health Insurance Guaranty Association Act And Notice Concerning Coverage Limitations And Exclusions

Residents of Louisiana who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Louisiana Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through the Guaranty Association is limited. As noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

Disclaimer

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

LLHIGA
P.O. Drawer 44126
Baton Rouge, LA 70804

Department of Insurance
P.O. Box 94214
Baton Rouge, LA 70804-9214

The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Law. The following is a brief summary of the Law's coverage, exclusions and limits. This summary does not cover all provisions of the Law; nor does it in any way change any person's rights or obligations under the Law or the rights or obligations of the Guaranty Association.

Coverage

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons are protected as well even if they live in another state.

Exclusions from Coverage

1. However, persons holding such policies are not protected by this Association if:
 - a. they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
 - b. the insurer was not authorized to do business in this state;
 - c. their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

2. The Association also does not provide coverage for:
 - a. any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
 - b. any policy of reinsurance (unless an assumption certificate was issued);
 - c. interest rate yields that exceed an average rate;
 - d. dividends;
 - e. credits given in connection with the administration of a policy by a group contract holder;
 - f. employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
 - g. unallocated annuity contracts (which give rights to group contractholders, not individuals); unless qualified under § 403(b) of the Internal Revenue Code, except that, even if qualified under § 403(b), unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered;
 - h. any obligation that does not arise under the express written terms of this policy or contract;
 - i. any policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C or Part D coverage.

Other exclusions may also be applicable depending upon the issuing insurer, the policy itself, the policyholder or policy owner, or other factors. For more information, see the Louisiana Life and Health Insurance Guaranty Law, Louisiana Revised Statutes R.S. 22:2081 *et seq.*

Limits on Amount of Coverage

The Law also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$ 500,000, no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$ 500,000 limit, the Association will not pay more than \$ 100,000 in cash surrender values, \$ 500,000 in health insurance benefits, \$ 250,000 in present value of annuities, or \$ 300,000 in life insurance death benefits-- again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage.



(GR-29N-01-01 LA)

Group Life and Accident and Health Insurance Policy

This Policy is entered into by and between

Aetna Life Insurance Company
(Aetna, We, Us, or Our)

and

Hoya Holdings, Inc.
(the Policyholder)

Policy Number: GP-283797-LAGI
Date of Issue: January 5, 2016
Effective Date: January 1, 2016

This Policy shall be effective on the Effective Date and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will pay benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Policy. Benefits will be paid in accordance with the reasonable exercise of Our business judgment, consistent with applicable law. The duties and the rights of all persons will be based solely on the terms of this Policy.

Upon receipt of the Policyholder's signed Group Application, and upon receipt of the required initial Premium, this Policy shall be considered to be agreed to by the Policyholder and Us, and is fully enforceable in all respects against the Policyholder and Us.

Term of Policy: The Initial Term shall be:
The 12 consecutive month period beginning on the Effective Date.

Thereafter, Subsequent Terms shall be:
The 12 consecutive month period beginning on January 1 of each year.

Premium Due Dates: The Effective Date and the first day of each succeeding calendar month.

This Policy is non-participating.

This Policy is governed by applicable federal law and the laws of Louisiana.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156 on the date of issue.

A handwritten signature in black ink, appearing to read 'Mark T. Bertolini', with a stylized flourish at the end.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Aetna Life Insurance Company

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Special Notice (GR-29N-02-01-05 LA)

Important Information Regarding Your Insurance

Insurance Contact Notice

In the event you need to contact someone about this insurance for any reason please contact your sales agent or broker. If no sales agent or broker was involved in the sale of this insurance, or if you have additional questions you may contact Us at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
1-800-872-3862

Written correspondence is preferred so that a record of your inquiry is maintained. When contacting your sales agent, broker or Us, have your policy number available.

Genetic Testing Notice

Aetna does not request information for genetic testing and does not subject insureds to genetic testing.

Fraud Notice

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Definitions (GR-29N-03-01-01)

Defined terms as used throughout this Policy appear in bolded print. Some of the terms are defined in this section while others are defined in the *Glossary* section of the Booklet-Certificate.

Associated Companies. This term means any company which is a subsidiary to or affiliated with the Policyholder for the purpose of providing benefits under This Policy.

Employee. This term is defined in the *Eligibility, Enrollment and Effective Date of Your Coverage* Section of the Certificate.

If the Policyholder is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee.

If an eligible person is covered under any other group health plan issued to the Policyholder by Us, or any other health benefit plan established and maintained by the Policyholder, they will not be considered eligible for health coverage under this Policy.

An employee is eligible only for the coverages shown in the Certificate which applies to his or her class.

Policy Contents

This Policy consists of all provisions set forth in this document as well as the provisions found in the Certificate, including the *Schedule of Benefits*, issued to covered employees under the group plan. Any amendment changing the provisions of the Certificate is also made part of this Policy as of the effective date of the amendment.

Certificate means each certificate included in the Policy as follows:

Identification	Issue Date	Effective Date	Eligible Group and/or Type of Coverage
Booklet-Certificate: 1 SOB: 1A	January 5, 2016 January 5, 2016	January 1, 2016 January 1, 2016	Life/Dep Life/ADPL
Booklet-Certificate: 2 SOB: 2A	January 5, 2016 January 5, 2016	January 1, 2016 January 1, 2016	STD
Booklet-Certificate: 3 SOB: 3A	January 5, 2016 January 5, 2016	January 1, 2016 January 1, 2016	LTD - Core / Buy-Up Plans
Rider: Complaint & Appeals Life/ADPL Rider	January 5, 2016	January 1, 2016	All Employees
Riders: Ill or Injured Disability Riders	January 5, 2016	January 1, 2016	All Employees

Premiums and Fees (GR-29N-05-01-01 LA)

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees.

However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the Policyholder and Us.

By agreement with the Policyholder, the premium rates are determined:

- On the basis of an examination of the experience of the risk assumed; and
- On reasonable assumptions as to interest, mortality and expense.

The rate is subject to change as provided in this Policy. The Premium Rate is for a period of one month.

Premiums Due – Experience Rating. The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly, any insurance becoming effective will be charged from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us pursuant to *Changes in Premium* section. Accident and disability premium rates may not be increased more than once in any 6 month period. Aetna will give the Policyholder at least 45 days advance written notice of any such change. Such notice will provide a reasonable explanation of the rate increase including contributing factors.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, We may declare an experience credit. The amount of each credit We declare will be returned to the Policyholder. Upon request by the Policyholder, part or all of it will be applied against payment of premiums or in any other manner as agreed to by the Policyholder and Us.

If the sum of employee contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of employees. We will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.

Aetna will not have to refund any premium for a period prior to:

- The first day of the policy year in which **Aetna** receives proof that the refund should be made; or
- The date 3 months before **Aetna** receives proof, if this produces a larger refund.

This applies even if the premium was paid in error.

Fees. In addition to the Premium, We may charge the following fees:

- An installation fee may be charged upon initial installation of coverage or any significant change in installation (e.g., a significant change in the number of employees or a change in the method of reporting employee eligibility to Us). A fee may also be charged upon initial installation for any custom plan set-ups
- A billing fee may be added to each monthly Premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- A reinstatement fee pursuant to the Termination provision.
- A conversion fee may be charged in connection with each employee or dependent electing conversion coverage. The conversion fee may be charged monthly based upon the number of covered persons electing conversion coverage during the previous month.
- A fee may be charged in connection with a check returned due to insufficient funds.

Grace Period. The Grace Period is the 31 consecutive day period immediately following the Premium Due Date granted for the payment of Premium and applicable fees, during which time the Policy will remain in force. If all Premiums and fees are not received before the end of the Grace Period, this Policy will be automatically terminated on the date the Grace Period expires.

Payment of Premiums and Fees. The Policyholder will pay premiums and fees in advance. They must be paid at Our home office or its authorized agent.

If the premiums and any fees are not paid by the Premium Due Date and before the end of the Grace Period, this policy will automatically terminate when the Grace Period ends. We will require the Policyholder to pay interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate may be up to 1 1/2% per month for each month; or partial month; the balance remains unpaid. We may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.

(GR-29N-05-03 LA)

Changes in Premium. We may also change the Premium rates and fees effective as of any Premium Due Date:

- upon 45 days prior written notice to the Policyholder as to Accident coverage premium increases; or
- upon 30 days prior written notice to the Policyholder as to all other policy changes; or

by written agreement between the Policyholder and Aetna.

However, no such adjustment will be made during the Initial Term except:

- when there is significant change in factors bearing a material impact on the risk assumed by Us; or
- to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing Coverage.

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the Policyholder's billings for the termination of employees not posted to previous billings. However, the Policyholder may only receive a maximum of 2 month's credit for employee terminations that occurred more than 60 days before the date the Policyholder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such employees before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Certificate, and are subject to the payment of all applicable premiums.

(GR-29N-05-03 LA)

Premium Rate Reduction For Failure to Meet Performance Guarantees. We may reduce the Policyholder's premium due to Our failure to provide the agreed upon levels of service. Such service levels are guaranteed by Us and agreed to in writing by Us and the Policyholder.

The reduction is based upon a percentage of the projected annual premium which is due over the term of the period for which service levels are guaranteed. The reduction amount will be credited, toward either future or prior premiums, at the end of the policy year.

The reduction will apply only to all coverages used under the plan issued under this policy.

The terms of the Performance Guarantees are set forth in the Service Agreement.

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Life Insurance	Unit Benefit	
Basic	Per \$1,000 Of Insurance	\$0.065

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Accidental Death and Personal Loss	Per \$1,000 of Coverage	\$0.020
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Employee Supplemental Accidental Death and Personal Loss	Per \$1,000 of Coverage	\$0.020
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Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

With respect to Salaried Exempt Employees of Hoya Vision Care:

Short Term	Per \$10 of	\$0.089
Disability	Weekly Benefit	
Income		

With respect to Salaried Non-Exempt and Hourly Employees of Hoya Vision Care:

Short Term	Per \$10 of	\$0.410
Disability	Weekly Benefit	
Income		

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Core Plan:

Long Term	Per \$100 of	\$0.350
Disability	Covered	
Income	Monthly	
	Payroll	

Buy-Up Plan:

Long Term	Per \$100 of	\$0.190
Disability	Covered	
Income	Monthly	
	Payroll	

Premiums and Fees (Continued)

With respect to Employees of Hoya Vision Care:

Employee Supplemental Life Insurance and Dependent Spouse Life Insurance - Table of Premium Rates

Age Last Birthday	Monthly Premium Per \$1,000 of Insurance
0-30	\$0.030
30-34	\$0.040
35-39	\$0.040
40-44	\$0.070
45-49	\$0.110
50-54	\$0.190
55-59	\$0.300
60-64	\$0.470
65+	\$0.850

Dependent Child Supplemental Life Insurance:

Premium per \$1,000 of Life Insurance - \$0.052

Responsibilities of the Policyholder (GR-29N-06-01-01)

Records. The Policyholder will furnish to Us, on a monthly basis (or as otherwise required), such information as We may reasonably require to administer this Policy. This information may be on our form (or such other form as We may reasonably approve) by facsimile (or such other means as We may reasonably approve). This includes, but is not limited to, information needed to enroll employees of the Policyholder, process terminations, and effect changes in family status and transfer of employment of employees.

The Policyholder represents that all enrollment and eligibility information that has been or will be supplied to Us is accurate. The Policyholder acknowledges that We can and will rely on such enrollment and eligibility information in determining whether a person is eligible for coverage under this Policy. To the extent such information is supplied to Us by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such information (in electronic or hard copy format, including evidence of coverage elections, evidence of eligibility, changes to such elections and terminations) for at least seven years or until the final rights and duties under this Policy have been resolved, and to make such information available to Us upon request.
- If applicable, obtain from all employees a “Disclosure of Healthcare Information” authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

We will not be liable to employees for the fulfillment of any obligation prior to information being received in a form satisfactory to Us. The Policyholder must notify Us of the date in which an employee’s employment ceases for the purpose of termination of coverage under this Policy. Subject to applicable law, unless otherwise provided in the Certificate, We will consider an employee’s employment to continue until stopped by the Policyholder.

The Policyholder must notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of premium. The Policyholder shall provide written notice to employees of their rights upon termination of coverage.

Access. Make payroll and other records directly related to an employee’s coverage under this Policy available to Us for inspection, at Our expense, at the Policyholder’s office, during regular business hours, upon reasonable advance request. This provision shall survive termination of this Policy.

Forms. Distribute materials to employees regarding enrollment and coverage features. This includes coverage Certificates as described in the Certificates provision of the Policy section *General Provisions*.

Policies and Procedures; Compliance Verification. Comply with all policies and procedures established by Us in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Our participation and contribution requirements. The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under applicable law or regulation.

Continuation Rights and Conversion. Notify all eligible employees and dependents of their right to continue coverage pursuant to the continuation provisions in the Certificate and applicable law; and provide employees a copy of the "Notice of Conversion Privilege and Request" form upon their request.

Termination (GR-29N-07-01 LA)

Termination by Policyholder. This Policy, or any coverage included may be terminated by the Policyholder. The Policyholder may terminate this Policy as to all or any class of its employees. **Aetna** must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Us for the coverage.

Termination by Us. This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the *Grace Period* provision under the *Premiums and Fees* section and is subject to the terms of any laws or regulations.

To the extent permitted by any applicable state or federal law or regulation, we may also terminate this policy as follows:

We may terminate this Policy as to any or all coverage, other than the Health Expense Coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 60 days after the date of the notice unless it is agreed to by the Policyholder and Us.

As used in this section: "Health Expense Coverage" means:

- Limited Comprehensive Medical Plan;
- Limited Major Medical Plan;
- Prescription Drug Plan;
- Basic Hospital Plan;
- Basic Medical Plan;
- Limited Medical Plan; and
- Comprehensive Hearing Benefits.

But does not include:

- Basic Dental Plan;
- Comprehensive Dental Plan;
- Comprehensive Vision Benefits; and
- DMO Dental.

We may terminate this Policy as to Health Expense Coverage of all or any class of employees or dependents as follows:

- Immediately upon notice to Policy if the Policyholder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Policy;
- Upon 60 days written notice to the Policyholder if the Policyholder breaches a provision of this Policy and such breach remains uncured at the end of the notice period. Such notice will be sent by certified mail;
- Upon 60 days written notice to the Policyholder if the Policyholder ceases to meet Our requirements for an employer group as defined under applicable state law or regulation. Such notice will be sent by certified mail;
- Upon 60 days written notice to the Policyholder if the Policyholder: (i) fails to meet Our contribution or participation requirements applicable to this Policy (which contribution and participation requirements are available upon request); (ii) fails to provide the certification required by the Policies and Procedures; *Compliance Verification* provision under Section 4 within a reasonable period of time specified by Us; or (iii) changes its eligibility or participation requirements without Our consent. Such notice will be sent by certified mail;

Termination By Us. (Continued)

If Aetna discontinues offering a particular type of group health coverage, it shall:

- provide written notice to each affected employer, (and all covered employees and dependents), of the discontinuance within 90 days before such plans discontinue;
- offer each affected employer in the large group market the option, on a guaranteed issue basis, to purchase another group health benefit plan currently being offered in that market; and
- act uniformly without regard to the claims experience of the affected employers; or any health status-related factor relating to any covered employee or dependent who may become eligible for coverage.

If Aetna discontinues offering all its group health expense coverage's, it shall provide written notice to each affected employer, (and all covered employees and dependents), of the discontinuance at least 180 days before such discontinuance.

If the Policy terminates for any reason, the Policyholder will continue to be held liable for all Premiums and fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Policy is in force during the Grace Period. Covered persons shall also remain liable for their cost sharing and other required contributions to coverage for any period of time Policy is in force during the Grace Period. We may recover from the Policyholder Our costs of collecting any unpaid Premiums or fees, including reasonable attorneys' fees and costs of suit.

Non-Renewal. We may request from the Policyholder, a written indication of their intention to renew or non-renew a Policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request within two weeks of their receipt of the request; or 15 days prior to the renewal date, whichever is later; then upon **Aetna's** written notice to the Policyholder, all or a part of the Policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Our written confirmation to the Policyholder, We may accept an oral indication by the Policyholder; or its agent or broker of intent to non-renew as the Policyholder's notice of termination of all or a part of the Policy effective as of the end of the policy year.

Effect of Termination. No termination of this Policy will relieve either party from any obligation incurred before the date of termination. When terminated, this Policy and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. Upon termination, We will provide employees and their dependents with Certificates of Creditable Coverage which will show evidence of their prior health coverage under this Policy for a period of up to 18 months prior to the loss of coverage.

We may, at Our sole discretion, reinstate terminated coverage provided any past due premium and reinstatement fees are paid.

Notice to employees. It is the responsibility of the Policyholder to notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of Premium. In accordance with the Certificate, the Policyholder shall provide written notice to employees of their rights upon termination of coverage.

Life Insurance Portability. Unless otherwise stated: Termination of this Policy by the Policyholder or Us will not terminate Life Insurance then in force for any covered person under the terms of the Group Life Insurance Portability section in the Certificate. This Policy will be deemed to remain in force solely for the purpose of continuing such Life Insurance, but without further obligation of the Policyholder hereunder. Any Life Insurance continued by the terms of this paragraph will remain in force until terminated under the terms of the Group Life Insurance Portability section in the Certificate. A person may only elect coverage according to the terms of the Group Life Insurance Portability section in the Certificate on or after the date of termination by the Policyholder or Us.

When a person meets the Life Insurance Portability eligibility requirements as described in the Certificate, the person will have the option to elect either Life Insurance Portability or conversion to an individual life insurance policy in accordance with any applicable law.

General Provisions

Policy. The entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- The attached Certificate(s); and
- Any riders, endorsements, inserts, attachments or amendments to this Policy or Certificate(s).

Certificates. Our method of providing the Policyholder with Certificates will be electronic. But We will provide a supply of paper copies to the Policyholder upon request. The Policyholder shall make available or distribute the Certificates to each insured employee. The insurance in force will be set forth in the Certificate. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policies and Procedures. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate in order to promote orderly and efficient administration.

Policy Changes. This Policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This Policy may also be amended by Us:

- With 45 days prior written notice to the Policyholder as to Accident and Health coverage premium increases; or
- with 30 days prior written notice to the Policyholder as to all other policy changes; or
- By written agreement between Us and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Us are signed by an authorized executive officer of **Aetna**. No other person can change or waive any of the Policy terms or make any agreement binding Us.

The Policyholder will not have to give written agreement of a change in the Policy if:

- The Policyholder has asked for the change and We have agreed to it.
- The change is needed to correct an error in the Policy, including any Certificate issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Us and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.

Delegation and Subcontracting. The Policyholder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions hereunder such as utilization management, quality assurance and provider credentialing, as We deem appropriate in Our sole discretion and as consistent with applicable laws and regulations. The Policyholder also acknowledges that Our arrangements with third party vendors (e.g. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.

Prior Agreements; Severability. As of the Effective Date, this Policy replaces and supersedes all other prior agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Policy or the documents incorporated herein. If any provision of this Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Policy shall continue in full force and effect.

Clerical Errors. A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects the existence or amount of insurance, the facts as determined by Us will be used to decide if insurance is in force and its amount. We may also modify or replace a Policy, Certificate or other document issued in error.

Claim Determinations; ERISA Claim Fiduciary. For the purpose of section 503 of Title 1 of the Employee Retirement Income Security Act of 1974, as amended (ERISA), We are a fiduciary with complete authority to review all denied claims for benefits under this Policy. This includes, but is not limited to, the denial of certification of the **medical necessity** of hospital or medical treatment. In exercising such fiduciary responsibility, We shall have discretionary authority to determine whether and to what extent eligible employees and beneficiaries are entitled to benefits and to construe any disputed or doubtful terms under this Policy, the Certificate or any other document incorporated herein. We shall be deemed to have properly exercised such authority unless We abuse our discretion by acting arbitrarily and capriciously. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by ERISA. This includes the creation, the distribution, and the final content of:

- Summary plan descriptions;
- Summary of material modifications; and
- Summary annual reports.

Our review of claims may include the use of commercial software (including Claim Check) and other tools to take into account factors such as an individual's claims history, a Provider's billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing.

(GR-29N-09-03-01)

Misstatements. If any fact as to the Policyholder or any employee or dependent is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability. *(GR-29N-09-03-01)*

As to Life Insurance. The validity of this Policy shall not be contested, except for non-payment of premiums, after it has been in force for 2 years. No statement made by an employee about his insurability shall be used by Us in contesting the validity of the insurance as to which such statement was made if the insurance has been in force prior to the contest for 2 years during the employee's lifetime; or if the insurance under the Policy may be increased upon the application of the employee and the production of evidence of good health if the increase have been in force prior to the contest for 2 years during the employee's lifetime; nor unless such statement is contained in a written form signed by him or her.

As to Accident and Health Benefits. Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or any employee or dependent shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by the Policyholder shall be the basis for voiding this Policy after it has been in force for 2 years from its effective date.
- No statement made by an eligible employee or dependent shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.

Assignability. No rights or benefits under this Policy are assignable by the Policyholder to any other party unless approved by Us.

Waiver. Our failure to implement, or insist upon compliance with, any provision of this Policy or the terms of the Certificate incorporated hereunder, at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

Notices. Any notice required or permitted under this Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the face page of the Policy, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

Third Parties. This Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

Non-Discrimination. In the management of this Policy, the Policyholder and the Member Employers:

- Will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the Policy based on health status or health risk; and
- Will act so as not to discriminate unfairly between persons in like situations at the time of the action.

We can rely on such action and will not have to probe into the details.

Use of Our Name and all Symbols, Trademarks, and Service Marks. We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. The Policyholder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Policy.

Workers' Compensation. The Policyholder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any eligible individual. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related **injury** that is compensable or settled in any manner.

On or before the Effective Date of this Policy and upon renewal, the Policyholder shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon Our request, the Policyholder shall also submit a monthly report to Us listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.