

# Group Vision Care Insurance Policy

## United HealthCare Insurance Company

450 Columbus Boulevard  
Hartford, Connecticut 06115-0450  
1-800-638-3120

A Limited Benefit Policy

Issued To: El Dorado County ("Enrolling Group")  
Policy Number: 716922  
Policy Effective Date: July 1, 2009  
Policy Anniversary Date: July 1

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 The terms and conditions of this Policy will in turn be superseded by those of any subsequent agreements relating to the coverage of vision services between the Enrolling Group and the Company.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

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

Issued By:

UNITED HEALTHCARE INSURANCE COMPANY



Allen J. Sorbo, 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 31 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.

## **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:

United HealthCare 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 60 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 at least 60 days 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:	\$5.26
Employee + 1 coverage:	\$8.51
Employee + Family coverage:	\$13.10



**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Lisa Hoas, Senior Risk Management Analyst, Human Resource Department, Risk Management Division, or successor.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**- - COUNTY OF EL DORADO - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

**- - UNITED HEALTH CARE INSURANCE COMPANY - -**

Dated: 7/10/09

By: 

Allen J. Sorbo  
President

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



# California Life and Health Insurance Guaranty Association Act Summary Document and Disclaimer

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty 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. The valuable extra protection provided through the Guaranty Association is not unlimited, as noted below, and is not a substitute for consumers' care in selecting insurers.

The Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact:

## **California Life and Health Insurance Guaranty Association**

PO Box 17319

Beverly Hills, CA 90209-3319

## **California Department of Insurance**

Consumer Service Division

300 S. Spring St.

Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

## **Coverage**

Generally, individuals will be protected by the 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 a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## **Exclusions from Coverage**

However, persons holding such policies are not protected by this Guaranty Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- 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.

The Guaranty Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- 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;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

## **Limits on Amount of Coverage**

The Act limits the Guaranty Association to pay benefits as follows:

- Life and Annuity Benefits
- 80% of what the life insurance company would owe under a life policy or annuity contract up to:
  - \$100,000 in cash surrender values,
  - \$100,000 in present value of annuities, or
  - \$250,000 in life insurance death benefits.
- A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

## **Health Benefits**

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

## **Premium Surcharge**

Member insurers are required to recoup assessments paid to the Guaranty Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.