

**UnitedHealthcare Insurance Company**  
**185 Asylum Street**  
**Hartford, Connecticut 06103**  
**(Home Office)**

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Policyholder: Clow Stamping Company

Policy Number: 1001198

Policy Effective Date: September 1, 2017

Premium Due Date: September 1 and the first day of each month thereafter

Policy Anniversaries will be each September 1.

This policy is issued in Minnesota.

UnitedHealthcare Insurance Company ("Company") agrees to provide, for eligible persons becoming insured under this Policy, benefits according to the terms, provisions, conditions, exclusions and limitations of this Policy, including the Certificate of Coverage. The following pages, including the Certificate of Coverage, any riders, endorsements or amendments, are part of the Policy.

The Policy is issued in consideration of the Policyholder's application, a copy of which is attached.

This Policy replaces and supersedes any previous agreements relating to Coverage for Transplant Services between the Policyholder and the Company.

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

The Policy becomes effective at 12:01 A.M. Eastern Standard time on the Policy Effective Date shown above. The Policy will continue in force by the payment of Premiums when due. The Policy is subject to termination according to its terms.

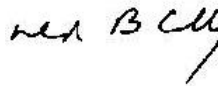
**Read the Policy Carefully**

This is a legal contract between the Policyholder and the Company. If the Policyholder has any questions or problems with the Policy, the Company is ready to help the Policyholder. The Policyholder may call upon his agent or the Company's Home Office for assistance at any time.

The Company's President and Secretary have executed the Policy at Hartford, Connecticut. If the Policyholder or the Covered Person has questions, needs information about their insurance, or needs assistance in resolving complaints, the Policyholder or the Covered Person may call 1-888-321-0881.



President



**THIS IS A LIMITED BENEFIT POLICY**

**Group Critical Care Benefit  
Policy  
Nonparticipating**

**Administrative Office:  
11000 Optum Circle  
MN103-0700  
Eden Prairie, MN 55344**

## **POLICY GENERAL PROVISIONS**

### **Section 1: Glossary**

The terms used in this Policy have the same meaning given those terms in Section 14: Glossary of the Certificate of Coverage ("Certificate").

### **Section 2: Coverage**

Subscribers and their Enrolled Dependents are entitled to Coverage for Transplant Services subject to the terms, conditions, limitations and exclusions set forth in the Certificate included in this Policy. The Certificate describes the Transplant Services, including any optional riders and amendments, required copayments, and the terms, conditions, limitations and exclusions related to Coverage.

### **Section 3: Premium Rates and Policy Charge**

#### **3.1 Premiums**

Monthly Premiums payable by or on behalf of Covered Persons are specified on Exhibit 1 to this Policy entitled "Premiums." The Company reserves the right to change the schedule of rates for Premiums after a 31-day prior written notice on the first anniversary of the effective date of this Policy specified in the application or on any monthly due date thereafter, or on any date the provisions of this Policy are amended. The Company also reserves the right to change the schedule of rates for Premiums, within two years from the policy effective date, if a material misrepresentation relating to health status made by the applicant in the application attached to the policy when issued has resulted in a lower schedule of rates.

#### **3.2 Computation of Policy Charge**

The Policy Charge will be calculated based on the number of Subscribers in each coverage classification that the Company shows in its records at the time of calculation. The Policy Charge will be calculated as follows using the Premium rates in effect at that time:

A full month's Premium shall be charged for any Covered Person who is covered under this Policy for any portion of a calendar month.

#### **3.3 Adjustments to the Policy Charge**

The Company may make adjustments with 30 days prior notice for any additions or terminations of Subscribers, or changes in coverage classification that are not reflected in the Company's records at the time the Company calculates the Policy Charge. The Company will not grant retroactive credit for any change occurring more than 60 days prior to the date the Company receives notification of the change from the Policyholder. The Company also will not grant retroactive credit for any calendar month in which a Subscriber has received Coverage.

The Policyholder must notify the Company in writing within 31 days of the effective date of enrollments, terminations or other changes. The Policyholder must notify the Company in writing each month, of any change in the coverage classification for any Subscriber.

If premium taxes, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to Premium are either imposed or increased, those charges shall be automatically added to the Premium. In addition, any change in law or regulation that significantly affects the Company's cost of operation shall result in an increase in Premium, in an amount the Company determines.

### **3.4 Payment of the Policy Charge**

The Policy Charge is payable in advance by the Policyholder to the Company on a monthly basis. The first Policy Charge is due and payable on the effective date of this Policy. Subsequent Policy Charges are due and payable no later than the first day of each period thereafter that this Policy is in effect.

A late payment charge will be assessed for any Policy Charge not received within 10 calendar days following the due date. A service charge will be assessed for any non-sufficient-fund check received in payment of the Policy Charge. All Policy Charge payments shall be accompanied by supporting documentation that states the names of the Covered Persons for whom payment is made.

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

### **3.5 Grace Period**

A grace period of 31 days shall be granted for the payment of any Policy Charge, during which time this Policy shall continue in force. The grace period will not extend beyond the date this Policy terminates.

The Policyholder is liable for payment of the Policy Charge during the grace period. If the Company receives written notice from the Policyholder to terminate the Policy during the grace period, the Company will adjust the Policy Charge so that it applies only to the number of days the Policy was in force during the grace period.

This Policy shall terminate as described in Section 4 on the date the grace period expires if the Policy Charge remains unpaid.

## **Section 4: Policy Termination**

### **4.1 Conditions for Termination of This Entire Policy**

This Policy and all Coverage for Transplant Services under this Policy shall terminate on the earliest of the dates specified below after the Company has made a good faith effort to provide all Subscribers with at least 31 days prior written notice of termination:

- A. On the last day of the grace period if the Policy Charge remains unpaid. The Policyholder remains liable for payment of the Policy Charge for the period of time the Policy remained in force during the grace period. In the event of termination due to unpaid policy charges, we will also notify all Subscribers with at least 31 days prior written notice of termination.
- B. On the date specified by the Policyholder, after at least 31 days prior written notice to the Company that this Policy shall be terminated. In the event of such termination, we will notify all Subscribers with at least 31 days prior written notice of termination.
- C. On the date specified by the Company, after at least 31 days prior written notice to the Policyholder and Subscribers, that this Policy shall be terminated due to the Policyholder's violation of participation and contribution rules.
- D. On the date specified by the Company, after at least 31 days prior written notice to the Policyholder and Subscribers, that this Policy shall be terminated because the Policyholder made fraudulent misstatements in the application attached to the Policy when issued that materially affected either the acceptance of the risk or the hazard assumed by the Company. In this case, the Company has the right to rescind this Policy within two years of the effective date of this Policy.
- E. On the date specified by the Company, after at least 90 days prior written notice to the Policyholder and Subscribers, that this Policy shall be terminated because the Company will no longer issue this particular type of limited group health 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 Policyholder and Subscribers, that this Policy shall be terminated because the Company will no longer issue any employer health benefit plan within the applicable market.
- G. At the Company's election on the Premium due date following the date the number of Subscribers insured under this Policy is less than two (2). We will provide at least 31 days prior written notice of termination to all Subscribers.

#### **4.2 Payment and Reimbursement Upon Termination**

Upon any termination of this Policy, the Policyholder shall be and shall 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 preceding the termination.

### **Section 5: General Provisions**

#### **5.1 Entire Policy**

The group Policy, including the Certificate of Coverage, the application of the Policyholder, the Subscribers enrollment form, amendments and riders shall constitute the entire Policy between parties. All statements made in the application by the Policyholder on behalf of the group to be insured, or on the enrollment form by the Subscriber shall, in the absence of fraud, be deemed representations and not warranties and that no such statement shall be used in defense of a claim under the policy, unless: 1) it is contained in the written application signed by the Policyholder or on the enrollment form signed by the Subscriber; and 2) a copy of the application(s) is furnished to the Policyholder or the Subscriber as an attachment to the Policy when issued.

#### **5.2 Dispute Resolution**

If you do not bring any legal proceeding or action against the Company within 3 years of the date written proof of loss is required to be furnished you forfeit your rights to bring any action against the Company.

#### **5.3 Time Limit on Certain Defenses**

After two years from the date of issue of the Policy no misstatements, except fraudulent misstatements that materially affect either the acceptance of the risk or the hazard assumed by the Company made by the Policyholder in the application on behalf of the group to be insured and attached to this Policy when issued, shall be used to void the policy or deny a claim for loss incurred commencing after the expiration of such two year period.

No claim for loss incurred or disability commencing after two years from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Policy.

#### **5.4 Amendments and Alterations**

No alteration to the written application for the Policy shall be made by any person other than the applicant without written consent of the applicant, except that insertions may be made by the insurer, for administrative purposes only, in such manner as to indicate clearly that such insertions are not to be ascribed to the applicant.

Amendments to this Policy are effective 31 days after the Company sends written notice to the Policyholder and the Subscribers. The Policyholder is responsible for notifying Subscribers regarding amendments to this Policy that change benefits, limit coverage or restricts participation. 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 that is signed by one of the Company's authorized executive officers. No agent has authority to change this Policy or to waive any of its provisions.

### **5.5 Relationship Between Parties**

The relationships between the Company and Network providers, and relationships between the Company and Policyholders, are solely contractual relationships between independent contractors. Network providers and Policyholders are not the Company's agents or employees, nor is the Company or any of its employees an agent or employee of Network providers or Policyholders. The relationship between a Network provider and any Covered Person is that of provider and patient. The Network provider is solely responsible for the services provided by it to any Covered Person. The relationship between any Policyholder and any Covered Person is that of employer and employee, Dependent, or other coverage classification as defined in this Policy. The Policyholder is solely responsible for enrollment and coverage classification changes and for the timely payment of the Policy Charge.

### **5.6 Records**

The Policyholder shall 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 Policyholder by an individual in connection with Coverage under this Policy, the Policyholder's payroll, and any other records pertinent to the Coverage under this Policy.

By accepting Coverage 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, as indicated by the signed authorization. The Company has the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents.

The Company agrees that such information and records will be considered confidential. The Company has the right to release any and all records concerning health care 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 this Policy, the Company and its related entities may use and transfer the information gathered under this Policy for research and analytic purposes.

### **5.7 Administrative Services**

The services necessary to administer this Policy and the Coverage provided under it will be provided in accordance with the Company's standard administrative procedures or those standard administrative procedures of its designee. If the Policyholder 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 Policyholder shall pay for such services or reports at the then-current charges for such services or reports.

### **5.8 ERISA**

When this Policy is purchased by the Policyholder to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act 29 U.S.C., 1001 et seq., the Company shall not be named as, and shall not be, the plan administrator or the named fiduciary of the welfare plan, as those terms are used in ERISA. The Policyholder agrees that the Policy constitutes the plan and plan document under the Employee Retirement Income Security Act of 1974 as amended (ERISA). The Policyholder designates the Company as the claims fiduciary of this plan and gives the Company the discretionary authority to determine eligibility for benefits and to construe the terms of the plan. The Policyholder will comply with the disclosure and reporting requirements of ERISA regarding the plan and the Company's designation and authority as the claims fiduciary.

## **5.9 Examination of Covered Persons**

In the event of a question or dispute concerning Coverage for Transplant Services, the Company may reasonably require that a Physician, acceptable to the Company, examine the Covered Person at the Company's expense.

## **5.10 Clerical Error**

Clerical error shall not deprive any individual of Coverage under this Policy or create a right to Coverage. Failure to report enrollments shall not result in retroactive coverage for Eligible Persons, except for newborns, including grandchildren, and children placed for adoption and adopted children. Failure to report the termination of coverage shall 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 shall be made. However, the Company shall not grant any such adjustment in Premiums or Coverage to the Policyholder for more than 60 days of Coverage prior to the date the Company received notification of such clerical error, except for newborns, including grandchildren, who are covered from the moment of birth and children placed for adoption and adopted children, who are covered on the date of placement. The Company may withhold payment of any health benefits for the new dependent until it has been compensated with the applicable premium which would have been owed if the Company had been informed of the additional dependent immediately.

## **5.11 Workers' Compensation Not Affected**

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

## **5.12 Conformity with Statutes**

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

## **5.13 Notice**

The Company will provide at least 30 days advance written notice to Covered Persons regarding administration of this Policy for certain events as described in the Policy and Certificate, including termination of a Covered Person's coverage.

## **5.14 Continuation Coverage**

The Company agrees to provide Coverage under this Policy for those Covered Persons who are eligible to continue coverage under federal or state law, as described in Section 11 of the Certificate.

The Company does not provide any administrative duties with respect to the Policyholder's compliance with federal or state law. All duties of the plan sponsor or plan administrator, including but not limited to notification of continuation of coverage under federal law (COBRA), and state law continuation rights, and billing and collection of Premium, remain the sole responsibility of the Policyholder. However, in Section 11 of the Certificate, we provide notice to Covered Persons that they may also contact the Company for instructions to elect continuation of coverage.

## **5.15 Subscriber's Individual Certificate**

The Company will issue Certificates of Coverage and any attachments to the Policyholder for delivery to each covered Subscriber. The Certificate and any attachments will show all the benefits and provisions of the Policy.

## EXHIBIT 1

### Premiums

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

Single: \$5.44

Family: \$13.05