

# Aetna Life Insurance Company



## Notice Of Protection Provided By Illinois Life And Health Insurance Guaranty Association

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insured in each insolvency are:

- Life Insurance
  - \$300,000 for death benefits
  - \$100,000 for cash surrender or withdrawal values
- Health Insurance
  - \$500,000 for health benefit plans\*
  - \$300,000 for disability insurance benefits
  - \$300,000 for long-term care insurance benefits
  - \$100,000 for other types of health insurance benefits
- Annuities
  - \$250,000 for withdrawal and cash values

\*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.ilhiga.org](http://www.ilhiga.org) or contact:

**Illinois Life and Health Insurance Guaranty Association**  
901 Warrenville Road, Suite 400  
Lisle, Illinois 60532-4324

**Illinois Department of Insurance**  
320 West Washington Street 4<sup>th</sup> Floor  
Springfield, Illinois 62767

**Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.**

**The Association is not an insurance company or health maintenance organization. If you wish to contact your insurance company or health maintenance organization, please use the phone number found in your policy or contact the Illinois Department of Insurance at [DOI.InfoDesk@illinois.gov](mailto:DOI.InfoDesk@illinois.gov).**

# Aetna Life Insurance Company



## Notice Of Protection Provided By Maryland Life And Health Insurance Guaranty Corporation

This notice provides a brief summary of the Maryland Life and Health Insurance Guaranty Corporation (the Corporation) and the protection it provides for policyholders. This safety net was created under Maryland law, which determines who and what is covered and the amounts of coverage.

The Corporation is not a department or unit of the State of Maryland and the liabilities or debts of the Life and Health Insurance Guaranty Corporation are not liabilities or debts of the State of Maryland.

The Corporation was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Corporation will typically arrange to continue coverage and pay claims, in accordance with Maryland law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Corporation are:

### Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

### Health Insurance

- \$500,000 for basic hospital, medical, and surgical insurance or major medical insurance provided by health benefit plans
- \$300,000 for disability insurance
- \$300,000 for long-term insurance
- \$100,000 for a type of health insurance not listed above, including any net cash surrender and net cash withdrawal values under the types of health insurance listed above

### Annuities

- \$250,000 in the present value of annuity benefits, including net cash withdrawal values and net cash surrender values
- With respect to each payee under a structured settlement annuity, or beneficiary of the payee, \$250,000 in present value annuity benefits, in the aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts is:

- \$300,000 in aggregate for all types of coverage listed above, with the exception of basic hospital, medical, and surgical insurance or major medical insurance
- \$500,000 in aggregate for basic hospital, medical, and surgical insurance or major medical insurance

Maryland

**Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Maryland law.**

***Insurance companies and agents are not allowed by Maryland law to use the existence of the Corporation or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Corporation coverage. If there is any inconsistency between this notice and Maryland law, then Maryland law will control.***

***To learn more about the above protections, please visit the Corporation's website at [www.mdlifega.org](http://www.mdlifega.org) or contact:***

***The Maryland Life and Health  
Insurance Guaranty Corporation  
9199 Reisterstown Road  
P.O. Box 671, Suite 216C  
Owings Mills, Maryland 21117  
(410) 998-3907***

***Maryland Insurance Administration  
200 St. Paul Place, Suite 2700  
Baltimore, Maryland 21202  
1-800-492-6116, ext. 2170***

# Aetna Life Insurance Company



**Ohio Life and Health Insurance  
Guaranty Association  
Disclaimer and Not Covered Form**

The Ohio Life and Health Insurance 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 Ohio. You should not rely on coverage by the Ohio Life and Health Insurance 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. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

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.

**Ohio Life and Health Insurance Guaranty Association  
1840 Mackenzie Drive  
Columbus, Ohio 43220**

**Ohio Department of Insurance  
50 West Town Street, Third Floor – Suite 300  
Columbus, Ohio 43215**

# Aetna Life Insurance Company



## Notice Concerning Coverage Under The Tennessee Life and Health Insurance Guaranty Association Act

Residents of Tennessee 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 Tennessee 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 the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, 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.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law, or describe all of the conditions and limitations relating to coverage. This summary does not 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 Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. 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:

- (1) 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 insured who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by 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.

The Guaranty Association also does not provide coverage for:

- (1) 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;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;

Tennessee

- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contractholder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

#### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
  - \$100,000 for limited benefits and supplemental health coverages
  - \$300,000 for disability and long term care insurance
  - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance 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 Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance 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.

Tennessee Life and Health Insurance Guaranty Association  
150 Third Avenue South  
Suite 1600  
Nashville, TN 37201

Tennessee Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243

# Aetna Life Insurance Company

## Group Policy

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The **group policy** is by and between  
**Aetna Life Insurance Company**  
(Aetna, we, us, or our)  
and  
**HSP Southern Healthcare, LLC**  
(Policyholder, you, or your)

**Group policy** number: GP-141582-A  
Date of issue: July 25, 2020  
**Effective date:** August 1, 2020  
Renewal date: August 1, 2021  
Policyholder Situs Florida

This **group policy** takes effect on the **effective date** if we have received your signed group application and the initial **premium**. It remains in force until terminated.

**Term of the group policy:** The initial term shall be the 12 consecutive month period beginning at 12:00 a.m. on the **effective date**.  
Subsequent terms shall be the 12 consecutive month period beginning at 12:00 a.m. with the **renewal date**.

**Premium due dates:** The **effective date** and the first day of each succeeding calendar month.

Signed at Aetna's Home Office 151 Farmington Avenue Hartford, Connecticut 06156.

This **group policy** is non-participating.

This **group policy** is governed by applicable federal law and the laws of Florida.



Karen S. Lynch  
President  
Aetna Life Insurance Company  
(A Stock Company)

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## The group policy

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The **group policy** consists of several documents taken together. These documents are:

- Your group application
- This **group policy**
- The booklet-certificate(s)
- The schedule of benefits
- Any amendments to the **group policy**, the booklet-certificate, and the schedule of benefits as stated below

## If you want to discuss your coverage

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If you have questions about your coverage under the **group policy**, or if you wish to discuss it, contact your agent. If you did not use an agent to purchase your coverage, or if you have additional questions, you may contact us at:

**Aetna**

151 Farmington Avenue  
Hartford, Connecticut 06156  
1-800-872-3862

You may also contact us at the number above to receive assistance in resolving complaints.

Please have your **group policy** number available when you contact us. It is on the front page of this **group policy**.

## Glossary

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You will see some words in bold type in the **group policy**. The bold type means we have defined those words.

### **Covered person**

An employee or a dependent of an employee for whom all of the following applies:

- The person is eligible for coverage as defined in the booklet-certificate.
- The person has enrolled for coverage and paid any required **premium** contribution.
- The person's coverage has not ended.

### **Dates:**

#### **Effective date**

Date we first cover you under the **group policy**.

#### **Final rates and fees schedule effective date**

Date stated on the final rates and fees schedule.

#### **Premium due date**

The **effective date** and the first day of each succeeding calendar month.

#### **Renewal date**

Date that is 12 months after the **effective date** and each 12 months date thereafter.

#### **Termination date**

The date coverage ends according to the *Termination* section.

### **Policyholder**

HSP Southern Healthcare, LLC and entities associated with it for purpose of coverage under this **group policy**.

# Premium

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## Premium – rates and amount due

The premium rates are stated in the *Final rates and fees schedule* section. We will provide you with a new *Final rates and fees schedule* if and when the **premium** rates change. Any new schedule will state its **effective date**.

We charge **premium** based on the **premium** rates in effect on the **premium due date**. The **premium** due on any **premium due date** is the sum of the **premium** charges for the coverage we provide. When we calculate **premium** due, we will use our records to determine who is a **covered person**.

You owe **premium** for a **covered person** starting with the first **premium due date** on or after the day the person's coverage starts. You stop paying **premium** for a **covered person** as of the first **premium due date** on or after the day the person's coverage ends.

## Premium – changes in rates

We may change the **premium** rates as of a **premium due date** during the initial term only if:

- There is a change in factors that materially affects the risk we assumed with this coverage. We identify these factors in our rate quote to you.
- There is a change in law or regulation, or there is a judicial decision, that materially affects the cost of providing coverage.

We may change the **premium** rates as of a **premium due date** during any subsequent term. We will provide 45 days prior written notice to you of any change in **premium** rates.

## Premium – experience credit

We may declare an experience credit at the end a plan year. We do not have to declare any experience credit.

If we declare an experience credit, we may return the amount of the credit to you:

- By electronic fund transfer
- By applying the amount to the **premium** due in the current or succeeding plan year, or
- By any other manner that we and you agree to.

We can require you to share an experience credit with your employees in a manner reasonably acceptable to us, as a condition of our giving the credit. If the sum of employee contributions for coverage exceeds the sum of **premium** paid less any experience credits, we will require you to apply at least the excess experience credit for the sole benefit of employees.

## Premium – reduction due to performance guarantees

We may agree with you in writing to meet specific levels of service when we administer the **group policy**. We may also agree to reduce our **premium** if we failed to meet the guaranteed levels of service. The reduction is an agreed-upon percent of **premium** due during the period we fail to meet the performance guarantees. We will apply any credit at the end of the plan year, to either prior **premium** paid or to future **premium** due.

## Premium – when due

**Premium** is due on the **premium due date**. You have a payment grace period of 31 days immediately following the **premium due date**. The **group policy** will remain in force during the grace period. If we have not received all **premiums** due by the end of the grace period, this **group policy** will automatically terminate at the end of the grace period.

## **Premium – how billed and paid**

We may bill you electronically. You shall pay **premium** due by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

## **Premium – overdue amounts**

You shall pay us interest on the total **premium** amount that is overdue. Overdue **premium** includes amounts due but not yet paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid **premium**, including reasonable attorney fees and costs of suit.

## **Premium – eligibility corrections**

We will retroactively drop a **covered person** from coverage and credit you **premium** payments if:

- The eligibility information included a person who was not eligible for coverage and
- You request that we retroactively drop the person from coverage

Your request that we retroactively drop coverage is your representation that the person did not pay the required **premium** contribution for the period.

We will retroactively cover eligible persons whom you did not include in the eligibility information you provided us. We will cover them retroactively no more than 60 days before the date you both notify us and pay all applicable past **premium**.

## **Premium – waiver**

### **Payment of premiums**

We may waive up to one month's billed **premium** payments during any **group policy** term.

The **premium** waiver will not apply for those employees if after that month's **premium** has been billed, employees are added or removed from the plan coverage. For that month of coverage, additional **premium** will be due or credited.

### **Repayment of the waived premium**

We may require you to pay back the **premium** waived if the **group policy** is terminated within 12 months of your original **effective date**. We will give 10 days prior written notice to you of the requirement for the repayment of the waived **premium**.

## Fees for special services

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### Special services

You may request that we provide special services beyond the routine administration of this **group policy**. We will charge you a fee for each special service we provide.

### Special services – fees

The special service fees are stated in the *Final rates and fees schedule*. We may change any fee on 30 days advance notice to you. We will provide you with a new *Final rates and fees schedule* if and when the amount of any fee changes. The new schedule will state its **effective date**.

### Fees – when due

Fees are due on the **premium due date** immediately following our invoicing you.

### Fees – how billed and paid

We may bill you electronically. You shall pay fees by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

### Fees – overdue amounts

You shall pay us interest on the total amount of fees that is overdue. Overdue fees include amounts due but not paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid fees, including reasonable attorney fees and costs of suit.

## Some of our other responsibilities

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We will prepare the booklet-certificate and schedule of benefits that are part of the **group policy**, as required by applicable federal and state laws. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the booklet-certificate and schedule of benefits that are part of the **group policy**. We will administer the coverage as required by the **group policy** and applicable federal and state laws.

We will protect the personal health information of **covered persons** as required by federal and state laws. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help us process **providers'** claims and otherwise help us administer the **group policy**. For a copy of our Notice of Privacy Practices, call Member Services at 1-877-973-3238 or log on to [www.aetna.com](http://www.aetna.com).

Our duties in this section survive termination of the **group policy**.

## Some of your other requirements and responsibilities

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### Participation and contribution

You must comply with our participation and contribution requirements.

### Distribution – certain Employee Retirement Income Security Act (ERISA) of 1974 requirements

You are responsible for creating and distributing all reports and disclosures required by ERISA. These include:

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

### Distribution – booklet-certificate and schedule of benefits

You will distribute as required by applicable federal and state laws, the booklet-certificate and schedule of benefits that we provide you.

### Information – access

You shall make payroll and other records directly related to a person's coverage under this **group policy** available to us for inspection. This will occur:

- Upon our reasonable advance request
- At our expense
- At your office
- During regular business hours

Your duties and our rights in the *Information – access* provision survive termination of the **group policy**.

### Information – eligibility

You shall send us eligibility information we request to administer the **group policy**. We will request the information monthly or as otherwise required. You will send us the information on our form, or through such other means, as we require.

The eligibility information includes but is not limited to data needed to:

- Enroll your employees and their dependents
- Process terminations
- Make changes in family status

By sending the information to us, you represent that it is correct. You acknowledge that we can and will rely on the information.

You shall:

- Maintain a reasonably complete record of the information you send us for at least seven years, and until the final rights and duties under the **group policy** have been resolved.
- Send us information you sent us before, upon request

We will not start covering a person under the **group policy** until you send us the information to enroll that person. Subject to applicable federal and state laws and the **group policy**, we will not stop covering a person until you send us the information to terminate coverage.

You shall notify us within 15 business days of the date in which:

- An employee's employment ceases, or
- A dependent loses eligibility under the **group policy**

You must notify us when a request for retroactive termination is a result of a **covered person**:

- Performing an act or omission that constitutes fraud, or
- Making an intentional misrepresentation of material fact

to get coverage or to get a benefit under the **group policy**.

Your duties and our rights in this *Information – eligibility* provision survive termination of the **group policy**.

### **Notices – termination of coverage**

You shall notify **covered persons** in writing, of their rights when coverage stops.

In particular, you shall notify all eligible **covered persons** of their right to continue coverage pursuant to the *Special coverage options after your plan coverage ends* provisions in the booklet-certificate and applicable federal and state laws. Your notification will include:

- A description of plans available
- **Premium** rates
- Application forms

You will give the notification within 15 calendar days to a person becoming eligible for continuation coverage.

Your duties and our rights in this provision survive termination of the **group policy**.

### **Workers' compensation coverage**

You must comply with workers' compensation coverage laws applicable to your employees covered by the **group policy**. Prior to the **effective date** and upon our request after the **effective date** you will provide us reasonable evidence of your satisfying applicable workers compensation coverage laws.

You will provide us with monthly reports of all workers' compensation coverage cases. The report will list for each case, the employee name, identifying number, date of loss and diagnosis.

## Termination

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### Automatic termination

The **group policy** and all coverage end as of the last day of the grace period if you have not paid us all **premiums** and fees due as of the end of the grace period. The grace period is described in the *Premium* section.

### Termination by you

You may end coverage under this **group policy** if you give us 30 days advance written notice. Your termination notice may apply to all classes or any class of your employees covered under the **group policy**. You can send us a termination notice during a period for which you have paid **premium**, but your **termination date** must be after that period.

### Termination by us

We may end the **group policy** and all coverage it provides:

- We will give you 45 days advance written notice before we end your coverage. The notice will state the **effective date** of rescission:
  - If you perform any act or practice that constitutes fraud or if you make any intentional misrepresentation of a material fact relevant to the coverage
  - If you are a member of an association and your membership in the association ceases
- Upon 45 days written notice to you:
  - If you breach a provision of the **group policy** and you do not cure the breach within the notice period
  - If you cease to be a group as defined under applicable state law
  - If you fail to meet our contribution or participation requirements applicable to this **group policy**
  - If you do not certify your compliance with our policies and procedures upon request
  - If you change your eligibility or participation requirements without our consent
- Upon 90 days written notice to you (or such longer notice period as applicable federal and state laws requires,) if we cease to offer the product lines provided by this **group policy**.
- Upon 90 days written notice to you (or such longer notice period as applicable federal and state laws requires,) if we act as required by applicable federal and state laws for uniform termination of coverage.

### Non-renewal for failure to respond

We may request that you tell us whether you intend to renew the **group policy**. You must reply:

- Within two weeks of your receipt of the request or
- Within 15 days prior to the **renewal date**

whichever is later. Your reply must be in writing unless we authorize an oral reply. If you do not reply, we will not continue coverage on and after the **renewal date** and:

- You will owe us any unpaid **premium**
- We will owe you a refund if you overpaid **premium**

### Effective time of termination

The **group policy** and its coverage end at 11:59 p.m. on the day of termination.

## **Effect of termination**

You, **covered persons**, and we continue to be responsible following termination for the duties we each incur prior to the termination of the **group policy**. One of your duties includes payment of **premium** due for coverage through any grace period up to the day of termination. You, **covered persons**, and we also continue to be responsible for your, their, and our duties that the **group policy** states are to occur following termination.

You, **covered persons**, and we have the rights and duties following termination of the **group policy**, as stated specifically in the **group policy**.

You shall notify **covered persons** of the termination of the **group policy**. Your notice will comply with applicable federal and state laws. We have the right to notify employees of termination of the **group policy**.

## **Reinstatement**

You may request that we reinstate the **group policy** and coverage after we end it. You must make the request within 30 days of the **termination date**. We will reinstate the **group policy** as of the **termination date** upon payment of all amounts due, and you giving us reasonable assurances that you can and will fulfill all of your obligations under the **group policy**.

## Intentional deception

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If we learn that you or a **covered person** defrauded us or that a **covered person** intentionally misrepresented material facts, we can and may take actions that can have serious consequences for coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. This is called rescission.
- Loss of coverage going forward
- Denial or termination of benefits
- Recovery of amounts we already paid

We also may report fraud to law enforcement.

Rescission means you or a **covered person** loses coverage both going forward and going backward. If we paid claims for past coverage, we are entitled to receive the money back.

A **covered person** has special rights if we rescind coverage just for that individual:

- We will give the **covered person** 45 days advance written notice of any rescission of coverage.
- The **covered person** has the right to an **Aetna** appeal.

## Responsibility for conduct

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### Employees and agents

We are responsible to you for what our employees and other agents do.

We are not responsible to you for what is done by others, such as **providers**. They are not our employees or agents. **Providers** in our **network** are what the law calls our independent contractors. That simply means we have a business relationship with them and they are not our employees or agents.

### Indemnification – in general

We agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct or material breach of this **group policy**.

You agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your negligence, breach of the **group policy**, breach of applicable federal and state laws, willful misconduct, criminal conduct, fraud, or your breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this **group policy** or your role as employer or Plan Sponsor, as defined by ERISA.

These indemnification obligations end with the **group policy**, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

### Indemnification – federal law requirements

You shall indemnify us and hold us harmless for our liability that is directly caused by your:

- Negligence
- Breach of the **group policy**
- Breach of federal and state laws that apply or
- Willful misconduct.

and by your act or failure to act that was related to or arose out of your obligation to deliver the Summary of benefits and coverage and Notices of material modification.

Your and our rights and duties in this *Responsibility for conduct* section survive termination of the **group policy**.

## General provisions – content and interpretation of the group policy

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### Applicable law

Applicable law means all federal and state laws that apply to the matters covered by the **group policy**. Federal and state law means: statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

### Compliance with law

You and we shall interpret the **group policy**, if possible, so it complies with applicable federal and state laws.

If the **group policy** omits or misstates any right or duty under applicable federal and state laws, you and we shall implement the **group policy** as though the right or duty is stated correctly in the **group policy**.

If any provision of the **group policy** is invalid or illegal, you and we shall implement the **group policy** as though the provision is not in the **group policy**.

### Changes to the group policy

The **group policy** may be amended by a writing to which we both consent.

We may change or end some or all coverage under this **group policy** by notice, if we act as required by applicable federal and state laws for uniform modification of coverage and uniform termination of coverage.

We may amend the **group policy** by notice. We must give you 45 days advance written notice. Our amendment:

- Will not reduce benefits or coverage
- Will not eliminate benefits or coverage or
- Will not increase benefits or coverage with a concurrent increase in **premium** during the current **group policy** term, other than increased benefits or coverage required by law.

Payment of the applicable **premium** on the **effective date** of any amendment is your consent to any amendment requiring your consent.

Changes to the **group policy** do not require the consent of any employee or of any other person. All agreements made by us are signed by an authorized executive officer of **Aetna**. Only an authorized officer of **Aetna** may change or waive any of the policy terms or make any agreement binding us.

The **group policy** shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. You will not have to give written agreement of a change in the **group policy** if:

- You asked for the change and we have agreed to it.
- The change is needed to correct an error in the **group policy**, including any booklet-certificate issued to anyone.
- The change is needed so that the **group policy** will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this **group policy**; or the Federal Government.
- We initiated the change and this change will not result in either a reduction or elimination in benefits or coverage or an increase in **premium**.

You will have to give written agreement of a change in the **group 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 your written agreement of those changes on behalf of all persons covered under this **group policy**.

### **Entire group policy**

The **group policy** replaces and supersedes:

- All other prior group policies of vision coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this vision coverage

### **Waiver**

Only an officer of **Aetna** may waive a requirement of the **group policy**.

We may fail to implement or fail to insist upon compliance with a provision of the **group policy** at any given time or times. Our failure to implement or to insist on compliance is not a waiver of our right to implement or insist upon compliance with that provision at any other time or times.

## General provisions – administration of the group policy

### Aetna name, symbols, trademarks and service marks

We control the use of our name and of our symbols, trademarks and service marks presently existing or subsequently established. You shall not use any of them in advertising or promotional materials or in any other way without our prior written consent. You shall stop any and all use immediately upon our direction or upon termination of the **group policy**.

### Assignment and delegation

You shall not assign any right or delegate any duty under the **group policy** unless we approve it in writing in advance.

We may delegate some of our functions under the **group policy** to third parties. We may also change or end these delegations. We do not need to give you advance notice to enter into, change or end these arrangements, and we do not need your consent.

### Claim determinations - ERISA claim fiduciary)

We are a fiduciary for the purpose of section 503 of Title 1 of the Employee Retirement Income Security Act of 1974. We have with complete authority to review all denied claims for benefits under this **group policy**. In exercising this fiduciary responsibility, we have discretionary authority:

- To determine whether and to what extent **covered persons** are entitled to benefits.
- To construe any disputed or doubtful terms under the **group policy**. We shall be deemed to have properly exercised our authority unless we abuse our discretion by acting arbitrarily and capriciously.

Our review of claims for benefits may include the use of software and other tools to take into account factors such as:

- An individual's claim history
- A **provider's** billing patterns
- Complexity of the service or treatment
- Amount of time and degree of skill needed
- The manner of billing.

### Correcting our administrative errors

A clerical error in keeping records or a delay in making an entry will not alone determine whether there is coverage. We will determine the facts and decide if coverage is in force and its amount. We will make a fair adjustment in **premium** if correction of the error or delay changes coverage.

We may correct, withdraw, or replace the **group policy**, any booklet-certificate, any schedule of benefits and any other document issued with an error or issued in error.

## Correcting your honest mistakes

If you or any employee make an honest mistake of fact, we may make a fair change in **premium**. If the misstatement affects the existence or amount of coverage, we will use the true facts to determine whether coverage is or remains in effect and its amount.

Except for fraud, all statements made by you or covered person are considered representations and not warranties. No statement will void this **group policy** or reduce the benefits unless the statement was in a written application or enrollment form signed by you or covered person, and you or covered person received a copy of the application or enrollment form.

## Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by the **group policy** based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

## Financial Sanctions Exclusions

If coverage provided by this policy violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, we cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

## Incontestability

After two years from the date of this policy, only fraudulent misstatements in an application may be used to void the policy or deny any claim for loss incurred or disability (as defined in the policy) starting after the two-year period.

We will use only a statement in writing that you or a **covered person** makes, to do any of the following:

- To void coverage of the **covered person**
- To deny coverage of the **covered person**
- To deny a claim for benefits by the **covered person**.

We will not use a statement by a **covered person** to deny a claim for benefit more than 2 years after the statement was made.

## Notices

The **group policy** requires or permits notice to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery or
- By e-mail, facsimile or other electronic means, effective upon sending.

**Notice sent to us by mail and commercial carrier shall be sent to:**

**Aetna**

151 Farmington Avenue  
Hartford, Connecticut 06156

**Notice sent to you by mail and commercial carrier shall be sent to:**

HSP Southern Healthcare, LLC  
Attention: Kevin Goyer  
15310 Amberly Drive Suite 105  
Tampa, FL 33647

You and we must designate specific e-mail addresses, facsimile numbers or other electronic means in writing for purpose of notices.

## Policies and procedures

We have the right to adopt reasonable policies, procedures, rules, and interpretations of the **group policy** in order to promote orderly and efficient administration. You and all **covered persons** are bound by and shall comply with them. You will certify your compliance with them upon our request or as required specifically by the **group policy**.

## Third parties rights

This **group policy** does not give any rights or impose any duties on third parties except as specifically stated.

## Final rates and fees schedule

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The current **premium** rates for all of the coverages provided under the policy are on record with us and the **policyholder**.