

**UnitedHealthcare Insurance Company**  
**Specified Disease Policy**  
**Organ and Tissue Transplant**  
185 Asylum Street  
Hartford, Connecticut 06103-3408

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Enrolling Group: City of Green Bay

Policy Number: 1000435

Policy Effective Date: January 1, 2018

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

Policy Anniversaries will be each January 1.

This policy is issued in Wisconsin.

UnitedHealthcare Insurance Company (“we”, “us” or “our”) 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 Enrolling Group’s application, a copy of which is attached.

This Policy replaces and supersedes any previous agreements relating to Coverage for Transplant Services between the Enrolling Group and us.

We shall 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. We shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group’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.

We settle claims based on a specific methodology and the eligible amount of a claim, as determined by the specific methodology, may be less than the provider’s billed charge.

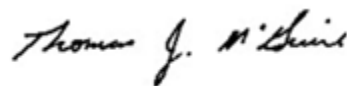
**Read the Policy Carefully**

This is a legal contract between the Enrolling Group and us. If the Enrolling Group has any questions or problems with the Policy, we are ready to help the Enrolling Group. The Enrolling Group may call upon its agent or our Home Office for assistance at any time.

Our President and Secretary have executed the Policy at Hartford, Connecticut. If the Enrolling Group or the Covered Person has questions, needs information about their insurance, or needs assistance in resolving complaints, the Enrolling Group or the Covered Person may call 1-800-367-4436.



Jeffrey Alter, President



Thomas J. McGuire, Secretary

## **POLICY GENERAL PROVISIONS**

### **Article 1: Definitions**

The terms used in this Policy have the same meaning given those terms *Section 13: Definitions* in the *Certificate of Coverage ("Certificate")*, unless otherwise specifically defined in this Policy.

### **Article 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* and *Schedule of Benefits* included in this Policy. The *Certificate* and *Schedule of Benefits* describes the Transplant Services, including any optional Riders and Amendments, required Coinsurance, and the terms, conditions, limitations and exclusions related to Coverage.

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

#### **Premiums**

Monthly Premiums payable by or on behalf of Covered Persons are specified on Exhibit 1 to this Policy entitled "Premiums." We reserve the right to change the schedule of rates for Premiums after a 31-day prior written notice for premium increases of less than 25% and after a 60-day prior written notice for premium increases of 25% or more 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. We also reserve the right to change the schedule of rates for Premiums, retroactive to the effective date, if a material misrepresentation relating to health status has resulted in a lower schedule of rates.

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

The Policy Charge will be calculated based on the number of Subscribers in each coverage classification that we show in our 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.

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

We may make retroactive adjustments for any additions or terminations of Subscribers, or changes in coverage classification that are not reflected in our records at the time we calculate the Policy Charge. We will not grant retroactive credit for any change occurring more than 60 days prior to the date we receive notification of the change from the Enrolling Group. We also will not grant retroactive credit for any calendar month in which a Subscriber has received Coverage.

The Enrolling Group must notify us in writing within 31 days of the effective date of enrollments, terminations or other changes. The Enrolling Group must notify us 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 our cost of operation shall result in an increase in Premium, in an amount we determine.

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

The Policy Charge is payable in advance by the Enrolling Group to us 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 Enrolling Group shall reimburse us for attorney's fees and any other costs related to collecting delinquent Policy Charges.

### **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 Enrolling Group is liable for payment of the Policy Charge during the grace period. If we receive written notice from the Enrolling Group to terminate the Policy during the grace period, we 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 automatically terminate on the date the grace period expires if the Policy Charge remains unpaid.

## **Article 4: Policy Termination**

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

This Policy and all Coverage for Transplant Services under this Policy shall automatically terminate on the earliest of the dates specified below:

- A. On the last day of the grace period if the Policy Charge remains unpaid. The Enrolling Group remains liable for payment of the Policy Charge for the period of time the Policy remained in force during the grace period.
- B. On the date specified by the Enrolling Group, after at least 31 days prior written notice to us, that this Policy shall be terminated.
- C. On the date specified by us, after at least 31 days prior written notice to the Enrolling Group, that this Policy shall be terminated due to the Enrolling Group's violation of participation and/or contribution rules.
- D. On the date specified by us, after at least 31 days prior written notice to the Enrolling Group, that this Policy shall be terminated because the Enrolling Group performed an act, practice or omission that constituted fraud or made an intentional misrepresentation of a fact that was material to the execution of this Policy or to the provision of Coverage under this Policy. In this case, we have the right to rescind this Policy back to either:
  - 1. the effective date of this Policy.
  - 2. the date of the act, practice or omission, if later.
- E. On the date specified by us in written notice to the Enrolling Group that this Policy will be terminated because the Enrolling Group does not provide us with information that we need to administer the Policy or fails to perform any of its obligations that relate to the Policy.
- F. On the date specified by us, after at least 90 days prior written notice to the Enrolling Group, that this Policy shall be terminated because we, in our sole discretion, will no longer issue this particular type of group limited benefit organ transplant plan within the applicable market.
- G. On the date specified by us, after at least 180 days prior written notice to the applicable state authority and to the Enrolling Group, that this Policy shall be terminated because we will no longer issue any employer health benefit plan within the applicable market.

- H. At our election on the Premium due date following the date the number of Eligible Persons insured under this Policy is less than fifty-one (51).

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

Upon any termination of this Policy, the Enrolling Group shall be and shall remain liable to us 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.

## **Article 5: General Legal Provisions**

### **Entire Policy**

The group Policy, including the *Certificate of Coverage*, the application of the Enrolling Group, Amendments and Riders shall constitute the entire Policy between parties. All statements made by the Enrolling Group or by a Subscriber shall, in the absence of fraud, be deemed representations and not warranties. No statement made by the Covered Person will be used to contest the insurance provided by the Policy; unless: 1) it is contained in a written statement signed by the Covered Person; and 2) a copy of the statement is furnished to the Covered Person or his/her beneficiary.

### **Dispute Resolution**

The parties acknowledge that because this Policy affects interstate commerce, the Federal Arbitration Act applies. If the Enrolling Group wishes to seek further review of the decision or the complaint or dispute, it shall submit the complaint or dispute to binding arbitration pursuant to the rules of the American Arbitration Association. This is the only right the Enrolling Group has for further consideration of any dispute that arises out of or is related to this Policy. Arbitration will take place in Hartford, Connecticut.

The matter must be submitted to binding arbitration within 1 year of the date a final decision was furnished to the Enrolling Group. The arbitrators shall have no power to award any punitive or exemplary damages or to vary or ignore the provisions of this Policy, and shall be bound by controlling law.

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

No statement made by the Enrolling Group, except a fraudulent statement, shall be used to void this Policy after it has been in force for a period of two years.

### **Amendments and Alterations**

Amendments to this Policy are effective 31 calendar days after we send prior written notice to the Enrolling Group. Amendments that result in a reduction of benefits will be effective upon 60 days prior written notice. Riders are effective on the date specified by us. No change will be made to this Policy unless made by an Amendment or a Rider that is signed by one of our authorized executive officers. No agent has authority to change this Policy or to waive any of its provisions.

### **Relationship Between Parties**

The relationships between us and Network providers, and relationships between us and Enrolling Groups, are **solely** contractual relationships between independent contractors. Network providers and Enrolling Groups are not our agents or employees, nor are we or any of our employees an agent or employee of Network providers or Enrolling Groups. 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 Enrolling Group and any Covered Person is that of employer and employee, Dependent, or other coverage classification as defined in this Policy. The Enrolling Group is solely responsible for enrollment and coverage classification changes (including termination of a Covered Person's Coverage) and for the timely payment of the Policy Charge.

## **Records**

The Enrolling Group shall furnish us with all information and proofs which we may reasonably require with regard to any matters pertaining to this Policy. We may at any reasonable time inspect all documents furnished to the Enrolling Group by an individual in connection with Coverage under this Policy, the Enrolling Group'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 us or our designees any and all information and records or copies of records relating to the services provided to the Covered Person. We have the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form.

We agree that such information and records will be considered confidential. We have 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 we are required by law or regulation.

During and after the term of this Policy, we and our related entities may use and transfer the information gathered under this 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 our standard administrative procedures or those standard administrative procedures of its designee. 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 shall pay for such services or reports at the then-current charges for such services or reports.

## **ERISA**

When this Policy is purchased by the Enrolling Group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act 29 U.S.C., 1001 et seq., the Company will not be named as and will not be the Plan Administrator or the named fiduciary of the welfare plan, as those terms are used in ERISA.

## **Examination of Covered Persons**

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

## **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. 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, we shall not grant any such adjustment in Premiums or Coverage to the Enrolling Group for more than 60 days of Coverage prior to the date we received notification of such clerical error.

## **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.

## **Conformity with Statutes**

Any provision of this Policy which, on its effective date, is in conflict with the requirements of any applicable 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.

## **Waiver/Estoppel**

Nothing in the Policy, *Certificate(s)* or *Schedule(s) 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(s)* or *Schedule(s) 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(s)* or *Schedule(s) of Benefits*.

## **Headings**

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

## **Unenforceable Provisions**

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

## **Notice**

When we provide written notice regarding administration of this Policy to an authorized representative of the Enrolling Group, that notice is deemed notice to all affected Subscribers and their Enrolled Dependents. The Enrolling Group is responsible for giving notice to Covered Persons.

## **Continuation Coverage**

We agree 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 10: Continuation of Coverage under Federal law (COBRA)* of the *Certificate*.

We do not provide any administrative duties with respect to the Enrolling Group'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 Enrolling Group.

## **Subscriber's Individual Certificate**

We will issue *Certificates of Coverage* and any attachments to the Enrolling Group who will in turn make them available to each covered Subscriber. Such *Certificates* and any attachments may be provided by the Enrolling Group in electronic format. The *Certificate(s)* 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: \$6.17

Family: \$14.10