

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

GROUP VISION POLICY - NON-PARTICIPATING THIS POLICY PROVIDES LIMITED BENEFITS

ADMINISTERED BY

Davis Vision Inc., 175 E. Houston Street, San Antonio, TX 78205
For Customer Service Call: 800-328-4728

POLICYHOLDER:	Pima County Government
POLICY NUMBER:	505290
POLICY EFFECTIVE DATE:	July 01, 2016
POLICY ANNIVERSARY DATE:	July 01, 2017
STATE OF ISSUE:	Arizona
MINIMUM PARTICIPATION REQUIREMENT:	10 Employees
PREMIUM DUE DATE:	Policy Effective Date and the first day of each month thereafter
RATES PER	
Employee	\$5.62
Employee and Spouse/Domestic Partner	\$8.94
Employee and Children	\$10.74
Family	\$11.96

HM Life Insurance Company, herein called the Company or we, us or our, in consideration of the Application for this Policy and the timely remittance of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible Employees and their eligible Dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide the Vision Insurance benefits described in this Policy and the Certificates issued to the Policyholder in consideration of the Policyholder's application, if any, and payment of the initial premium when due.

Insurance coverage begins on the Policy Effective Date shown above as long as the Minimum Participation Requirement is met on that date.

This Policy and the Certificates issued to the Policyholder describe the terms and conditions of Insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of the provisions of this Policy and the provisions of the Certificates issued to the Policyholder carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address.

The Certificates issued to the Policyholder go into effect, subject to its applicable terms and conditions, on the later of the Policy Effective Date shown above, or at 12:01 AM on the Certificate Effective Date shown on the cover page of the Certificates issued to the Policyholder at the Policyholder's address.

The laws of the State of Issue shown above govern this Policy and the Certificates issued to the Policyholder. We and the Policyholder agree to all of the terms of this Policy and the Certificates issued to the Policyholder.

Cancellation

We may cancel this Policy, after the first year as of any Policy Anniversary Date, by giving the Policyholder 60 days advance written notice. Except for non-remittance of premium we will not cancel this Policy for the initial 12 months this Policy is in force.

The Policyholder may cancel this Policy at any time by giving us advance written notice. The date of cancellation will be the date specified in such notice or on the last day of the period for which premiums were paid if no date is specified.

The Policyholder is liable to us for any premium not remitted for the time this Policy was in force.

If a premium is not remitted when due, we will cancel this Policy at the end of the last period for which premium was remitted, subject to the Grace Period provision. The Premium Due Date is the Policy Effective date shown on the first page of this Policy and the first day of each month thereafter. The Policyholder has the sole responsibility to notify Covered Person of such termination.

Cancellation of the Policy or a Covered Person's Insurance under the Policy will not influence a Covered Person's right to a claim for benefits which arose prior to the cancellation. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of cancellation.

Effect of Early Termination

If the Policyholder cancels the Policy or a covered class within 12 months of the effective date, then any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation will be billed directly to the Policyholder.

Grace Period

1. With Respect to the Policy

A Grace Period of 31 days will be granted for remittance of required premiums due after the first premium, unless:

- a. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
- b. Written notice of our intention not to renew is delivered to the Policyholder at least 30 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not remitted during the Policy Grace Period, Insurance will end on the last day of the period for which premiums were paid without further notice to the Policyholder. The Policyholder is liable to us for any premium that has not been remitted for the time this Policy was in force during the Policy Grace Period.

2. With Respect to a Covered Person

If a Covered Person is billed individually a Grace Period of 31 days will be granted for payment of required premiums. A Covered Person's Insurance under this Policy will remain in force during the Individual Grace Period. We will reduce any benefits payable for any claims incurred during the Individual Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Individual Grace Period Insurance will end on the last day of the period for which premiums were paid without further notice to the Covered Person. The Covered Person is liable to us for any unpaid premium for the time the Policy was in force during this period.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates and amounts of Insurance in effect for Covered Persons. We will provide notifications of premiums due, when premiums are due and any change in the premium rate, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums remitted:

1. By the Policyholder for all Covered Persons other than those described in (2) below, including any amounts contributed toward the cost of this coverage by Covered Persons; and
2. By Covered Persons who are billed individually.

If the Policyholder does not remit any premium collected through payroll deduction when due, this Policy will be cancelled as of the date the unpaid premium was due, except as provided with respect to the Policy in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 30 days advance written notice to the Policyholder. No change in rates will be made until 48 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Policy change;
2. The number of Covered Persons eligible for coverage increases or decreases by more than 15% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
3. Less than 10 Employees eligible for coverage are insured under this Policy;
4. Coverage is reinstated following failure to pay premium during the Grace Period;
5. Acquisition, merger, consolidation, divestiture, corporate reorganizing or purchase or sale of assets affecting, increasing or decreasing by 15% or more the number of eligible individuals;
6. A change in the number of eligible individuals which would, on a manual rate basis, require a change in 15% or more in the premium rate;
7. A change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or

8. The Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being remitted.

Any increase or decrease in rates will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been remitted.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium remitted.

Reinstatement

If Insurance ends because you become a full time member of the armed forces of the United States you will not have to satisfy any applicable Waiting Period provided you re-enroll yourself and your Dependents and return to Active Service after you leave active military service within the applicable time period specified in the Uniform Services Employment and Reemployment Act (USERRA). If you do not re-enroll yourself and your Dependents within 31 days of the date you return to Active Service from a military leave you must wait until the next Enrollment Period or a Life Event to enroll.

If a Dependent's Insurance ends because he becomes a full time member of the armed forces of the United States that person may be re-enrolled if eligible provided he is re-enrolled within the applicable time period specified in the Uniform Services Employment and Reemployment Rights Act (USERRA). If you do not re-enroll this person within 31 days you must wait until the next Enrollment Period or a Life Event to enroll this person.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods:

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, we may recover the overpayment from the Covered Person's estate.

Entire Contract; Changes

This Policy, including the application (if any), endorsements, amendments and any attached papers constitutes the entire contract of Insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

We will provide an electronic copy of the Certificate of Insurance to the Policyholder for distribution by the Policyholder to their covered Employees. The Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's Insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to us by the Premium Due Date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose Insurance has terminated;
4. any additional information required by us.

Clerical Error

A Covered Person's Insurance will not be affected by error or delay in keeping records of Insurance under this Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

Incorporation

The provisions of the Certificates issued to the Policyholder, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the effective date.

A handwritten signature in black ink, appearing to be 'M. J. L.', written in a cursive style.

President