

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A GROUP VISION CONTRACT  
BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND TRU ASSURE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,  
as follows:

1. That the form and substance of a certain Agreement (the ~~A~~Agreement~~@~~), between the Village of Downers Grove (the ~~A~~Group Subscriber~~@~~) and TruAssure (the ~~A~~TruAssure” or “Company”), for an employee vision insurance program, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



## **GROUP VISION CONTRACT**

**TruAssure Insurance Company**  
801 Ogden Avenue  
Lisle, Illinois 60532

**GROUP CONTRACT NO.: SAMPLE**

**GROUP SUBSCRIBER: SAMPLE**

**GROUP CONTRACT EFFECTIVE DATE: SAMPLE**

**INITIAL CONTRACT TERM: 1 Year**

**STATE OF DELIVERY: Illinois**

In consideration of the Application made by the Group Subscriber and the timely payment of premium when due, TruAssure Insurance Company (hereinafter called "Our," "Us," "We," "TruAssure," or "Company") issues this Group Contract to the Group Subscriber and agrees to provide the coverage described herein.

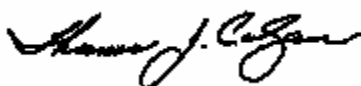
All benefits are provided in accordance with the terms, conditions and provisions of this Group Vision Contract. This Group Vision Contract shall be governed by the laws of the State of Delivery. The rights and benefits of persons enrolled under this Group Vision Contract are determined by this Group Vision Contract.

This Group Vision Contract includes this page and all attached pages that follow. This includes the Evidence of Coverage Booklet, endorsements, riders, Group Application and Group Change Applications, if any. This Group Vision Contract becomes effective on the Group Vision Contract Effective Date shown above. The first premium is due and payable on the Group Vision Contract Effective Date. Subsequent premiums become due and payable by the Group Subscriber on the premium due date as provided in the "Premium" provision. Renewability of this Group Vision Contract is subject to the "Group Vision Contract Renewal" provision. All periods of insurance begin and end at 12:00 a.m. Central Time at the main office of the Group Subscriber.

**IMPORTANT:** This Group Vision Contract describes the coverage purchased by the Group Subscriber. Please take a few moments right now to read it carefully. Please let Us know if any aspect of this coverage is not what the Group Subscriber thought it purchased. All decisions regarding coverage are made strictly in accordance with the terms, conditions and provisions of this Group Vision Contract. If the Group Subscriber has been told anything about coverage other than what is described in this Group Vision Contract, the Group Subscriber should disregard what it was told and inform Us immediately.

TruAssure, in performing its duties and obligations under this Group Vision Contract, is acting only as a Limited Health Services Organization with respect to this Group Vision Contract and is not in any way acting as a plan administrator, a plan sponsor, or a plan trustee for the purposes of the Employee Retirement Income Security Act, of 1974 (ERISA), as amended, or any other federal or state law.

IN WITNESS WHEREOF, TruAssure has caused this Group Vision Contract to be issued and executed at its Home Office shown above, as of the Group Vision Contract Effective Date.



**TruAssure Insurance Company**  
**Thomas J. Colgan, President**

### **MINIMUM PARTICIPATION REQUIREMENTS\***

At Our option, We may terminate this Group Vision Contract on the date following the last day of Our renewal period if at any time We determine that the number of persons enrolled under this Group Vision Contract (or under this Group Vision Contract together with such other TruAssure group insurance policies that may be in force between the Group Subscriber or associated companies and Us) falls below the Minimum Participation Requirements shown below. If this occurs, We may terminate this Group Vision Contract in accordance with the "Termination of Group Vision Contract" provision. The Group Subscriber may be reviewed and audited annually by Us to establish that it meets the applicable Minimum Participation Requirements applied to the Group Subscriber. The Minimum Participation Requirements follows.

**MINIMUM PARTICIPATION REQUIREMENTS\*:** X% of Eligible Employees and/or X Enrollees

**MINIMUM EMPLOYER PREMIUM CONTRIBUTION REQUIREMENTS\*:** X%

\*Minimum Participation Requirements and Minimum Employer Premium Contribution Requirements are subject to change if the number of Eligible Employees or Enrollees changes or if the Group Subscriber's contribution to the premium amount changes.

## **PREMIUM**

We determine the premium rates, the first monthly premium and all subsequent premiums due for all persons enrolled under this Group Vision Contract. The Group Subscriber is responsible for the collection and payment of all premiums due while this Group Vision Contract is in force. The Group Subscriber must pay all premiums due for such persons enrolled under this Group Vision Contract as required by Us. Each monthly premium after the first must be paid directly to Us by the 1<sup>st</sup> in order to maintain the Enrollees' coverage and this Group Vision Contract in force.

The Premium Due Date is the 1<sup>st</sup> day of each calendar month. The Group Subscriber agrees to pay Us, on or prior to the 1<sup>st</sup> day of each month, the required premiums due for that month as billed by Us. Any adjustment in the premiums due as a result of Eligibility Changes will be reflected on the subsequent bill.

1. Grace Period: For each month's premiums not paid when due, a Grace Period of thirty-one (31) days following a Premium Due Date is allowed for payment of premiums in order to keep this Group Vision Contract in force.

The Group Subscriber shall be fully liable to Us for the payment of all premiums accruing during such Grace Period. If premiums have not been remitted to Us at the end of such Grace Period, We have the option, at our sole discretion, of terminating this Group Vision Contract.

2. Late Payments: Notwithstanding the above, all payments must be made on time in accordance with this section. Payments not made when due will also be subject to an interest charge not in excess of 6% per annum for the number of days of grace elapsing before the payment of premium.

We may change the premium rates under this Group Vision Contract: (1) on any date the coverage under this Group Vision Contract changes (2) at the Group Vision Contract renewal date; or (3) on any date this Group Vision Contract is amended by Us. We must send the Group Subscriber written notice of a premium rate change at least 30 days before any such change takes effect under this Group Vision Contract. The initial premium rates for this Group Vision Contract are guaranteed as specified on the Employer's Application for Group Benefits unless the Minimum Participation Requirements are no longer met or the contribution percentages fall below the required amounts.

## **GROUP VISION CONTRACT RENEWAL**

This Group Vision Contract will be in force for the Contract Term shown on the cover page as long as all premiums due under this Group Vision Contract are paid to Us and unless this Group Vision Contract is terminated sooner in accordance with the "Termination of Group Vision Contract" provision. This Group Vision Contract will automatically renew annually thereafter for periods of one year each, subject to the "Termination of Group Vision Contract" provision.

Should We renew this Group Vision Contract on less favorable terms, conditions and/or at higher premium rates, the new terms, conditions and/or rates shall take effect on the renewal date. Such new terms, conditions, and/or premium rates will be delivered to the Group Subscriber at least forty-five (45) days prior to the renewal date. If notice of such changes are not delivered within that time frame, the changes will not take effect until 31 days after the date on which the notice is mailed or delivered to Group Subscriber, in which case the Group Subscriber may elect to terminate this Group Vision Contract at any time during the 31-day period.

## **INFORMATION TO BE FURNISHED**

The Group Subscriber agrees to furnish, at no cost to Us, all information that we need in order for Us to perform any of Our duties and obligations under this Group Vision Contract with respect to the Group Subscriber and each Enrollee under it. The Group Subscriber's records, which contain information requested by Us, shall promptly be made available to Us by the Group Subscriber and opened for inspection, audit and copying by Our representatives at all reasonable times. This right of access shall continue for two years beyond the termination date of this Group Vision Contract.

On or before the first of each month thereafter, the Group Subscriber shall furnish to Us any changes or corrections to the TAIC VLHSO(P)

eligibility data as set forth in this Group Vision Contract including, if applicable, the date of an Enrollee's termination of coverage.

The Group Subscriber shall take all reasonable steps to assure that the documentation will be accurate and agrees that We may rely on such information in determining benefit payments.

## **GROUP SUBSCRIBER'S ELIGIBILITY AND UNDERWRITING REQUIREMENTS**

The Group Subscriber agrees to abide by all eligibility and underwriting requirements established by Us as set forth in the Application and this Group Vision Contract and as may be amended from time to time by mutual agreement of the parties. To be an eligible group and to remain an eligible group, the Group Subscriber must be able to represent that:

1. it is actively engaged in a business (either for profit or as a nonprofit corporation), is a bona-fide association organized for reasons other than obtaining insurance, or is a trust formed for a Taft-Hartley plan; and
2. it will make at least the minimum level of premium contributions required for coverage under this Group Vision Contract.

Eligibility Requirements of Enrollees or Members: Unless otherwise specified in the Application, each active full-time Eligible Employee or Eligible Member of the Group Subscriber working in the United States of America, except any retirees, temporary or seasonal workers, are eligible for coverage under this Group Vision Contract. The specific terms of the Group Subscriber's eligibility requirements are set forth in the Application.

Enrollment Requirements: An Employee or Member who meets the requirements of the "Enrollment and Changes to Enrollment" provision is eligible for coverage upon completion of his/her eligibility waiting period, if any, as shown in the Group Subscriber's current Application or at the Group Subscriber's annual open enrollment period. If the Eligible Employee or Eligible Member makes written application to Us for coverage under this Group Vision Contract within 31 days after his/her initial eligibility date or during the annual open enrollment period, We will issue that Employee's or Member's coverage provided the required premium for coverage is paid to Us on a timely basis. If Dependent coverage is offered, the Employee or Member may also elect to enroll his/her Eligible Dependents, subject to the requirements set forth in the section "Enrollment and Changes to Enrollment".

Enrollment Changes: An Enrollee may not change the type of coverage elected except at the Group Subscriber's annual open enrollment period unless there is a Qualifying Status Change. A request and proof of such change must be provided to Us within sixty (60) days of the date of the change. We reserve the right to deny any request for change in coverage selection that does not meet the guidelines set forth in this Group Vision Contract for Qualifying Status Changes.

1. Effective Date of a Change of Coverage Due to a Qualifying Status Change: Provided that We approve the Change Request, the effective, termination or change date for an Enrollee may be made retroactive at most to the later of:
  - (a) sixty (60) days prior to the date notice is received by Us; or
  - (b) the last renewal date of this Group Vision Contract; provided, however, that should there be a request to terminate coverage of an Enrollee retroactively and We have paid a claim incurred after the requested termination date, We are not obligated to make the termination retroactive.
2. Requesting a Change of Coverage: To request a change of coverage, the Group Subscriber shall provide the following information in addition to the data set forth in the "Information to be Furnished" provision: (a) the change to be made; (b) the reason for the change; (c) the requested effective date of the change; (d) and the date of the Qualifying Status Change.

Retroactive Changes in Eligibility: We will accept retroactive changes in eligibility up to sixty (60) Calendar Days after the requested enrollment or termination date; provided, however, that should there be a request to terminate coverage of an Enrollee retroactively and We have paid a claim incurred after the requested termination date, We are not obligated to make the termination retroactive. The Group Subscriber shall be billed or credited for any Enrollee who is added or deleted retroactively for the full time period of the retroactive change; however a credit shall not be issued for any time period in TAIC VLHSO(P)

which claims were incurred.

## TERMINATION OF GROUP VISION CONTRACT

This Group Vision Contract shall terminate at 12:01 a.m., Standard Time, on the earliest of:

- A. The date the Group Subscriber ceases to be eligible as a group due to moving the site of its business to a state where this Group Vision Contract is not offered for sale; or
- B. The last day of the Grace Period if the monthly premium due is not paid by the Group Subscriber to us during the Grace Period beginning with the first day of the coverage period for such premium; or
- C. Any renewal date, provided that We have received prior written notice from the Group Subscriber; or
- D. The date the Group Subscriber no longer complies with Our Eligibility and Underwriting Requirements or Group Subscriber's contribution requirements; or
- E. The date We terminate this Group Vision Contract by sending at least 31 days advance written notice of such termination to the Group Subscriber.

If this Group Vision Contract terminates for any reason, the Group Subscriber must notify each Enrollee of the effective date of termination and refund or otherwise account to each Enrollee all contributions received or withheld from each enrolled Employee or Member for premiums not actually paid to Us.

## GENERAL PROVISIONS

**Entire Contract / Changes:** The Group Subscriber's Group Application, the Group Subscriber's Group Change Applications, if any, each coverage addendum to the Group Application, if any, this Group Vision Contract and each Enrollee's enrollment application and Supplemental Applications, if any, constitute the Entire Contract between the Group Subscriber and Us.

Only an officer of TruAssure has the power on Our behalf to execute or amend this Group Vision Contract. No other person will have the authority to bind Us in any manner. No other person may accept risks, alter or amend coverage or waive any provisions of this Group Vision Contract. Any change in this Group Vision Contract shall be made by amendment, signed by Us and delivered to Group Subscriber. Such amendment will not require the consent of the Enrollee.

**Incontestability:** All statements made in the Group Subscriber's Application and the Enrollees' enrollment applications will, in the absence of fraud, be deemed representations and not warranties. No statement made by the Group Subscriber or an Enrollee will be used to contest the insurance or reduce the benefits, unless such statement is in writing, a copy of which is supplied to the Group Subscriber and Enrollee as applicable.

We shall not contest the validity of any Enrollee's coverage under this Group Vision Contract after that person's coverage has been in force for two years from his/her Effective Date of Coverage under this Group Vision Contract except for: (1) nonpayment of premium; or (2) a fraudulent statement contained in a document or application signed by that person.

**Evidence of Coverage Booklet:** We will provide to the Group Subscriber for delivery to each Enrollee an Evidence of Coverage Booklet, including a Schedule of Benefits, and applicable endorsements, if any, which generally describe, without amending, superseding or changing this Group Vision Contract in any way, the essential features of coverage to which each Enrollee is entitled under this Group Vision Contract. The Group Subscriber is solely responsible for the timely delivery of these Evidence of Coverage Booklets to each of its Enrollees. The Group Subscriber acts as the agent for, and representative of, its Enrollees when receiving and/or distributing such documents to each Enrollee. We are not liable or responsible for any act, omission or statement by the Group Subscriber or its agent or representative in connection with this Group Vision Contract or any of these documents.

**Dissemination of Materials:** The Group Subscriber has no authority to nor shall it represent itself as having authority to distribute or publish any materials related to a description of this Group Vision Contract without the prior approval of the President of TruAssure. The Group Subscriber shall be responsible for disseminating all notices delivered by Us affecting the rights of Enrollees under this Group Vision Contract within a reasonable time, but in no event later than thirty (30) days after receipt.

**Additional Enrollees to be Added:** From time to time, additional Enrollees, Employees, or Members shall be added to this Group Vision Contract as they become eligible.