



KANSAS CITY LIFE INSURANCE COMPANY

Broadway at Armour / Box 219139 / Kansas City, Missouri 64121-9139
Telephone: (816) 753-7000
Web Site: www.kclife.com

PRIVACY NOTICE

This notice describes the privacy rules the Kansas City Life Group of affiliated companies follow with respect to the non-public personal information of its customers. We follow these rules for both current and former customers.

The affiliated companies are:

- Kansas City Life Insurance Company, Old American Insurance Company and Sunset Life Insurance Company of America, which are life insurance companies;
- Sunset Financial Services, Inc., a broker dealer; and
- KCL Service Company, an insurance agency.

As we provide products and services to you, we may collect certain information. This may include information:

- That you give us on applications and other forms;
- About your transactions with us; such as, the kinds of products you buy and your payment history.
- Or that we receive from outside sources; such as, a consumer reporting agency and health care providers.

We do not sell your non-public personal information to third parties. Each affiliated company will only disclose its customers' non-public personal information:

- among the other affiliates;
- to provide services to its customers;
- to administer its business;
- to market products; and
- as allowed by law.

We may disclose customers' non-public personal information to our agents. We may also disclose it to others to provide service, to help us market our own products or to establish retained asset accounts for settlement proceeds or benefits. We will require in writing that your information be kept confidential. We will also require in writing that the information must be used only for the reason we disclosed it. This includes information we get from a consumer reporting agency. If we ever change this policy, we will give you a chance to opt out.

Sometimes we acquire medical information about our customers. We may need this information to process a claim or issue a policy. We will only disclose medical information to:

- administer our business;
- perform services and transactions you ask for;
- comply with laws and regulations; and
- as you or your representative approve.

There are federal rules which may apply to use and disclosure of your personal health information if you are covered by a health insurance policy or group dental or vision insurance plan. In these cases you will receive a separate notice.

We have security controls in place to protect your non-public personal information. We limit use of our customers' information to our employees who need such information to do their jobs, and to outside entities as required or permitted by law. We also have physical and electronic safeguards that are intended to assure the privacy of your non-public personal information.

You may review the information we have on file about you. If you think it is wrong, you may ask for a change. If we agree, we will make the change.

We have the right to change our privacy rules. If we do that, we will send a written notice to all customers who may be affected by the change.

Notice Concerning Coverage Limitations and Exclusions Under the Life and Health Insurance Guaranty Association Act

Residents of this state 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 Missouri 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 this 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 Missouri 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 Missouri. You should not rely on coverage by the Missouri 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.

YOU MAY CONTACT EITHER THE ASSOCIATION OR THE MISSOURI DEPARTMENT OF INSURANCE AT THE FOLLOWING ADDRESSES SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.

**The Missouri Life and Health Insurance Guaranty Association
994 Diamond Ridge, Suite 102
Jefferson City, MO 65109**

**Missouri Department of Insurance
PO Box 690
Jefferson City, MO 65102-0690**

The state law that provides for this safety-net coverage is called the Missouri Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's right or obligations under the act or the rights or obligations of the guaranty association.

(Continued on Reverse Side)

Generally, persons will be covered if they live in this state, and hold a life or health insurance contract or annuity, or a certificate under a group policy or contract. However, not all individuals with a right to recover under life or health insurance policies or annuities are protected by the Act. A person is not protected when:

- the person is eligible for protection under the laws of another state;
- the person purchased the insurance from a company that was not authorized to do business in this state;
- the policy is issued by an organization which is not a member insurer of the association; or
- the person does not live in this state, except under limited circumstances.

Additionally, the Association may not provide coverage for the entire amount a person expects to receive from the policy. The Association does not provide coverage for any portion of the policy where the person has assumed the risk, for any policy of reinsurance (unless an assumption certificate was issued), for interest rates that exceed a specified average rate, for employers' plans that are self-funded, for parts of plans that provide dividends or credits in connection with the administration of policy, or for unallocated annuity contracts (which are generally issued to pension plan trustees).

The Act also limits the amount the Association is obligated to pay persons on various policies. The Association does not pay more than the amount of the contractual obligation of the insurance company. The Association does not have to pay more than three hundred thousand dollars (\$300,000) in death benefits for any one life regardless of the number of policies that insure that life. The Association does not have to pay amounts over one hundred thousand dollars (\$100,000) in cash surrender or withdrawal benefits on one life regardless of the number of policies insuring that individual. For health insurance benefits, the Association is not obligated to pay over one hundred thousand dollars (\$100,000) including net cash surrender and withdrawal benefits. On an annuity contract, the Association is not liable for over one hundred thousand dollars (\$100,000) in present value. Finally, the Association is never obligated to pay more than a total of three hundred thousand dollars (\$300,000) for any one insured for any combination of insurance benefits.



**KANSAS CITY LIFE
INSURANCE COMPANY**

**Group Vision Insurance Policy
Nonparticipating**

POLICYHOLDER
Fine Laboratories, Inc.

JURISDICTION OF ISSUE
Missouri

POLICY NUMBER
GV-21619

POLICY EFFECTIVE DATE
July 1, 2012

Kansas City Life Insurance Company, in consideration of the application of the Policyholder and the payment of premiums as due, agrees to provide the group insurance benefits according to the provisions on this and the following pages with respect to Insured Individuals in the eligible classes.

This policy is issued and accepted subject to all the terms set forth on this page and on the subsequent pages, which are hereby made a part of this policy. This policy is delivered in the Jurisdiction of Issue and is governed by the laws of that Jurisdiction.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Kansas City, Missouri 64111.

Secretary

President, CEO and Chairman

READ THIS POLICY CAREFULLY

GUIDE TO POLICY PROVISIONS

Section 1. Policy Data..... 3
Section 2. Definition of Certain Terms..... 4
Section 3. Benefit Provisions..... 4
Section 4. Premium Provisions..... 5
Section 5. Termination Provisions..... 5
Section 6. General Provisions.....6
Section 7. Claim Provisions..... 8

Section 1. Policy Data

Policyholder:

Fine Laboratories, Inc.

Subsidiaries, Divisions, or Affiliates:

None

Group Number: GV-21619

Classes of Eligible Individuals:

All full-time employees in active employment in the United States with the Employer working a minimum of 40 hours per week.

You must be an Employee of the Employer in an eligible class.

Temporary and seasonal workers are excluded from coverage. Persons who are not legal residents or citizens of the United States are not eligible for coverage.

Probationary Waiting Period:

Current Individuals (For Employees hired on or before the policy effective date): 90 Days

New Individuals (For Employees hired after the policy effective date): 90 Days

After completing the probationary waiting period, the first of the month effective date applies.

Employee Contribution:

Insured Individual - Employee contribution is not required

Insured Dependent(s) – Employee contribution is required

Vision Covered Under Section 125 or FSA?: Yes

Section 125 or FSA Plan Year: July 1 through July 31

Annual Enrollment Period: June 1 through June 30 effective July 1

Minimum Participation Requirement:

Minimum Number of Lives – 2 employees

Minimum Participation – 100%

Section 2. Definition of Certain Terms

For the purpose of this policy, the following terms have the meaning given below:

2.1 Actively at Work

The employee will be considered actively-at-work on a day, which is one of the employee's scheduled workdays if they are performing, in the usual way, all of the regular duties of their job on a full time basis on that day. The employee will be deemed to be actively-at-work on a day, which is not one of the Policyholder's scheduled workdays, only if the employee was actively-at-work on the preceding scheduled workday.

2.2 Active Full-time Employee

An employee who works the minimum number of regularly scheduled hours for the Employer indicated in Section 1. Policy Data. An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer. Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.

2.4 Certificate

A document that describes the benefits provided to the Insured Individual by this policy.

2.5 Contributory Insurance

Insurance for which the Insured Individual pays part or all of the premium.

2.6 Eligibility Date

The date a full-time employee in an eligible class satisfies the probationary waiting period shown in Section 1. Policy Data.

2.7 Insured Individual

An individual whose insurance is in force under the terms of this policy.

2.8 Insured Dependent

A Spouse or Child(ren) whose insurance is in force under the terms of this policy.

2.9 Kansas City Life

Kansas City Life Insurance Company, a Missouri corporation, with its Home Office located at 3520 Broadway, Kansas City, Missouri 64111 and the telephone number is (816) 753-7000.

2.10 New Individual

A newly hired individual or an existing employee that enters into an eligible class because of a change in status.

2.11 Non-Contributory Insurance

Insurance for which the Insured Individual pays none of the premium.

2.12 Policy Anniversary Date

The date established and agreed to by the Policyholder and Us, from which policy months, years and anniversaries are computed.

2.13 Policyholder

The firm or other organization to whom this policy is issued. The term Policyholder will also include those subsidiaries, divisions and affiliates listed in the Policy.

2.14 Probationary Waiting Period

The amount of time an individual must be employed by the Policyholder before being eligible for insurance under this policy. The probationary waiting period is shown in Section 1. Policy Data.

2.15 We, Us, and Our

Kansas City Life Insurance Company also referred to as Kansas City Life.

Section 3. Benefit Provisions

3.1 The Benefit

The benefits provided by this policy are outlined in detail in the Insured Individual's Certificate of Group Vision Insurance. The certificate and any attached riders are hereby made a part of this policy.

Section 4. Premium Provisions

4.1 Payment

The first premium must be paid on or before this policy is effective. All future premiums are payable at the Home Office or to a representative authorized to receive premiums. Each premium must be paid on or before the premium due date. The premium due date will be the day of the month that corresponds numerically with the policy anniversary date.

4.2 Method of Premium Payment

Premiums will be payable monthly unless the Policyholder and Kansas City Life agree on another method of premium payment. The method of premium payment may be changed upon written request of the Policyholder and upon approval by Kansas City Life on any policy anniversary.

4.3 Changes in Premium Rates

Premium rates are subject to change according to the terms of this policy.

Premium rates may be changed any time:

- 1) this policy is amended to change the eligibility and/or benefits; or
- 2) a subsidiary, division or affiliate is added to or deleted from this policy.

Kansas City Life may determine that a premium rate change is necessary for reasons other than in (1) or (2) above. However, such a rate change will not be made during the first 36 months or occur more often than once in any 6-month period.

Kansas City Life will provide written notification of any increases in premium rates to the Policyholder at least 31 days prior to the effective date of the increase unless the Policyholder and Kansas City Life both agree otherwise.

Premiums for insurance becoming effective will be charged:

- 1) from the premium due date if it is the same as the Insured Individual's effective date of insurance; or
- 2) from the next premium due date after the Insured Individual's effective date of insurance, if not the same.

Premium charges for any insurance terminated will cease:

- 1) on the premium due date if it is the same as the termination date; or
- 2) on the next premium due date after the termination date, if not the same.

The above manner of charging premiums will not extend insurance coverage beyond a date it would have otherwise terminated.

4.4 Monthly Statement

A monthly statement will be prepared as of the premium due date reflecting the premium payable. This monthly statement will reflect any premium charges and credits due to changes in the number of Insured Individuals and changes in the coverage status of Insured Individuals that took place prior to the premium due date.

If the plan is self-billed by the Policyholder or its third party administrator, the Policyholder or administrator is responsible for maintaining the plan enrollment records and must report eligibility changes to Kansas City Life each month as of the premium due date. Paid premium must support and match the reported eligibility changes. This includes enrollment record information for additions to the plan, terminations and enrollment status changes that are necessary for Kansas City Life to properly credit premium payments and adjudicate claims.

4.5 Grace Period

A grace period of 31 days will be granted the Policyholder for the payment of each premium due after the first premium. This policy will continue in force during the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force. If the Policyholder has given written notice in advance of an earlier date of termination, this policy will terminate as of the earlier date.

Section 5. Termination Provisions

5.1 Termination for Non-Payment of Premium

If any premium is not paid before the end of the grace period, this policy will automatically terminate at the end of the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force.

5.2 Termination by the Policyholder

The Policyholder may terminate this policy by giving written notice to Kansas City Life at least 31 days in advance.

5.3 Termination by the Company

Kansas City Life reserves the right to terminate this policy if:

- 1) the participation requirements in Section 1. Policy Data are not maintained;
- 2) the Policyholder fails to furnish promptly any information that Kansas City Life may reasonably require; or
- 3) the Policyholder, without good and sufficient cause, fails to perform its duties pertaining to this policy in good faith.

Except for nonpayment of the required premium or the failure to meet continued underwriting standards. Kansas City Life may not terminate the policy prior to the first anniversary date of the effective date of the policy. Kansas City Life will give written notice of termination to the Policyholder at least 30 days in advance unless the Policyholder and Kansas City Life both agree otherwise.

5.4 Termination of Insured Individual's Insurance

All insurance provided under this policy for an Insured Individual will terminate at 11:59 p.m. on the earliest of the following:

- 1) the date this policy terminates;
- 2) the date this policy is amended or changed to exclude coverage for the class of eligible individuals to which the Insured Individual belongs;
- 3) the date the Insured Individual ceases to be a member of the classes for whom insurance is provided;
- 4) the end of the period for which the Insured Individual has made any required contribution; or
- 5) the date the Insured Individual ceases to be actively-at-work as a full-time employee of the Policyholder except as provided under a covered leave of absence.

5.5 Continuing Insurance on Insured Individuals Absent from Work

If an Insured Individual is absent from work because of a leave of absence as described under the Family and Medical Leave Act of 1993 (FMLA) or applicable state family and medical leave law (State FML) and the Employer's Human Resource policy provides for continuation of vision coverage during a FMLA or State FML leave of absence, the coverage will be continued until the end of the later of:

- 1) the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
- 2) the leave period permitted by applicable state law.

If an Insured Individual is absent from work because of a leave of absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, the coverage may be continued until the end of the later of:

- 1) the length of time the coverage may be continued for a FMLA or State FML leave of absence; or
- 2) the length of time the coverage may be continued for a leave of absence other than a FMLA or State FML leave of absence.

Section 6. General Provisions

6.1 Entire Contract

The contract between the parties consists of:

- 1) this policy;
- 2) the application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued;
- 3) the certificate;
- 4) any endorsements, amendments or riders; and
- 5) any individual applications.

Further in regard to applications:

- 1) statements made are representations not warranties;

- 2) no statement made in applying for this policy will make it void unless it is in a written application; and
- 3) no statement made by an individual in applying for insurance coverage under this policy will reduce benefits or be used as a defense unless it is in a written and signed application.

6.2 Enrollment Forms

Enrollment forms and other information must be received by Kansas City Life within 31 days of the date signed.

6.3 Change in the Policy

No change may be made unless approved in writing by the President; or a Vice President; an Assistant Vice President; a Secretary; or an Assistant Secretary of Kansas City Life. No other person may change or waive any part of the Policy. Any approved change shall be added to the Policy in writing.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects Kansas City Life's liability under the Policy, Kansas City Life may change the Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law;
- 2) will not be made until Kansas City Life gives the Policyholder 31 days notice.

6.4 Certificate

Kansas City Life will give the Policyholder an individual certificate for each insured employee. The certificate is part of the Policy, and will explain the important features of the Policy.

6.5 Data to be Furnished

The Policyholder will give Kansas City Life all information Kansas City Life needs regarding matters pertaining to the insurance. At any reasonable time while the Policy is in force and for one year after that, Kansas City Life may inspect any of the Policyholder's documents, books, or records, which may affect the insurance, or premiums of this policy.

If the Policyholder gives Kansas City Life any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

6.6 Time Limit on Premium Adjustments

Except for fraud, premium adjustments, refunds or charges:

- 1) will be made for the current policy year; and
- 2) will not cover any period more than 3 months.

6.7 Misstatement of Facts

If relevant facts about any Insured Individual were not accurate:

- 1) an adjustment of premium will be made; and
- 2) the facts will decide whether and in what amount insurance is valid under this policy.

6.8 Legal Actions

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy or more than three years after the proof is due.

6.9 Incontestability

Except for non-payment of premium, the insurance provided by the Policy cannot be contested after a period of 2 years from the date of issue of such insurance.

6.10 Assignment

No assignment of any present or future right or benefit under this policy will bind Kansas City Life without its written consent.

6.11 Conformity with State Statutes

Any provision of this policy that is in conflict with the laws of the state where this policy is located on its effective date is amended, to conform to the minimum requirements of the law.

6.12 Agency

For all purposes of this policy, the Policyholder acts on the Policyholder's own behalf or as agent of the Insured Individual. Under no circumstances will the Policyholder be deemed as the agent of Kansas City Life.

Section 7. Claim Provisions

7.1 Filing a Claim

Claims under this policy may be submitted by mailing the completed claim form along with any requested information to Us. We will examine, process and pay all claims that We determine are payable under the terms of this policy.

7.2 Notice of Claim

Written notice of claim must be given within 20 days after the incurred date of the Covered Vision Expense or as soon as reasonably possible. Notice must include the name and address of the Covered Person, group policy number and nature of the loss. If an In-Network Provider is used, notice of claim will be given to Us directly by the Provider on behalf of the Covered Person.

7.3 Claim Forms

We will send the Insured Individual claim forms within 15 days after notice of claim is received. If We do not send the forms within 15 days, the Insured Individual shall be deemed to have complied with the requirements of the Proof of Loss provision upon submitting to Us written proof within 90 days from the date of loss.

7.4 Proof of Loss

The Insured Individual has 90 days from the date of loss to file a claim. We will not deny a claim filed after 90 days from the date of loss if the claim is filed as soon as it is reasonably possible and, except in the absence of legal capacity, is filed within one year from the date proof is otherwise required.

7.5 Time Payment of Claim

Benefits for loss covered by this policy will be paid when We receive satisfactory written proof of loss but not more than 35 days after receipt of satisfactory proof of loss.

7.6 Claim Denial

If a claim for benefits is wholly or partly denied, the Insured Individual will be furnished with written notification of the decision. This written decision will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

On any denied claim, the Insured Individual or their representative may appeal to Us for a full and fair review. The Insured Individual may:

- 1) request a review upon written application within 60 days of the claim denial;
- 2) review pertinent documents; and
- 3) submit issues and documents in writing.

We will make a decision no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific references to the policy provisions on which the decision is based.

7.7 Examination

Kansas City Life, at its own expense, has the right to have any Insured Individual examined as often as reasonably necessary while a claim is pending.

7.8 Claim Review

The Policyholder (or a designated officer or employee of the Policyholder) is the "named fiduciary" for claims review required by the Employee Retirement Income Security Act of 1974.

**GROUP VISION INSURANCE POLICY
NONPARTICIPATING**

If you have any questions concerning this policy or if anyone suggests that you change or replace this policy, please contact your agent or the Home Office of the Company.



**3520 Broadway
Kansas City, Missouri 64111**