

Summary Plan Description

Webber, LLC Vision Plan

Effective: January 1, 2018

Group Number: 709320

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SECTION 1 - WELCOME

Quick Reference Box

- Claims submittal address for Non-Network services: UnitedHealthcare Vision Claims Department, P.O. Box 30978, Salt Lake City, Utah 84130, Fax (248) 733-6060; and
- Online assistance for UnitedHealthcare Vision participating Provider list at **www.myuhcvision.com** or call (800) 839-3242 for the provider locator.

Webber, LLC is pleased to provide you with this Summary Plan Description (SPD), which describes the vision Benefits available to you and your covered family members under the Webber, LLC Flexible Spending Account. It includes summaries of:

- who is eligible;
- services that are covered, called Covered Vision Services;
- services that are not covered, called Exclusions;
- how Benefits are paid; and
- your rights and responsibilities under the Plan.

This SPD is designed to meet your information needs and the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA). It supersedes any previous printed or electronic SPD for this Plan.

Webber, LLC intends to continue this Plan, but reserves the right, in its sole discretion, to modify, change, revise, amend or terminate the Plan at any time, for any reason, and without prior notice. This SPD is not to be construed as a contract of or for employment. If there should be an inconsistency between the contents of this summary and the contents of the Plan, your rights shall be determined under the Plan and not under this summary.

UnitedHealthcare Vision is a private healthcare claims administrator. UnitedHealthcare Vision's goal is to give you the tools you need to make wise healthcare decisions. UnitedHealthcare Vision also helps your employer to administer claims. Although UnitedHealthcare Vision will assist you in many ways, it does not guarantee any Benefits. Webber, LLC is solely responsible for paying Benefits described in this SPD.

Please read this SPD thoroughly to learn how the Webber, LLC Flexible Spending Account works. If you have questions contact your Benefits Representative.

How To Use This SPD

- Read the entire SPD, and share it with your family. Then keep it in a safe place for future reference.
- Many of the sections of this SPD are related to other sections. You may not have all the information you need by reading just one section.
- You can obtain copies of your SPD and any future amendments by contacting your Benefits Representative.
- Capitalized words in the SPD have special meanings and are defined in Section 10, *Glossary*.
- If eligible for coverage, the words "you" and "your" refer to Covered Persons as defined in Section 10, *Glossary*.
- Webber, LLC is also referred to as Company.
- If there is a conflict between this SPD and any benefit summaries (other than Summaries of Material Modifications) provided to you, this SPD will control.

SECTION 2 - INTRODUCTION

What this section includes:

- Who's eligible for coverage under the Plan;
- The factors that impact your cost for coverage;
- Instructions and timeframes for enrolling yourself and your eligible Dependents;
- When coverage begins; and
- When you can make coverage changes under the Plan.

Eligibility

You are eligible to enroll in the Plan if you are a regular full-time Participant who is scheduled to work at least 30 hours per week.

Your eligible Dependents may also participate in the Plan. An eligible Dependent is considered to be:

- your Spouse, as defined in Section 10, *Glossary*;
- you or your Spouse's child who is under age 26, including a natural child, stepchild, a legally adopted child, a child placed for adoption or a child for whom you or your Spouse are the legal guardian; or
- an unmarried child age 26 or over who is or becomes disabled and dependent upon you.

Note: Your Dependents may not enroll in the Plan unless you are also enrolled. In addition, if you and your Spouse are both covered under the Webber, LLC Flexible Spending Account, you may each be enrolled as a Participant or be covered as a Dependent of the other person, but not both. In addition, if you and your Spouse are both covered under the Webber, LLC Flexible Spending Account, only one parent may enroll your child as a Dependent.

A Dependent also includes a child for whom health care coverage is required through a Qualified Medical Child Support Order or other court or administrative order, as described in Section 9, *Other Important Information*.

Cost of Coverage

You and Webber, LLC share in the cost of the Plan. Your contribution amount depends on the Plan you select and the family members you choose to enroll.

Your contributions are deducted from your paychecks on a before-tax basis. Before-tax dollars come out of your pay before federal income and Social Security taxes are withheld - and in most states, before state and local taxes are withheld. This gives your contributions a special tax advantage and lowers the actual cost to you.

Your contributions are subject to review and Webber, LLC reserves the right to change your contribution amount from time to time.

You can obtain current contribution rates by calling your Benefits Representative.

How to Enroll

To enroll, call your Benefits Representative within 31 days of the date you first become eligible for vision Plan coverage. If you do not enroll within 31 days, you will need to wait until the next annual Open Enrollment to make your benefit elections.

Each year during annual Open Enrollment, you have the opportunity to review and change your vision election. Any changes you make during Open Enrollment will become effective the following January 1.

Important

If you wish to change your benefit elections following your marriage, birth, adoption of a child, placement for adoption of a child or other family status change, you must contact your Benefits Representative within 31 days of the event. Otherwise, you will need to wait until the next annual Open Enrollment to change your elections.

When Coverage Begins

Once your Benefits Representative receives your properly completed enrollment, coverage will begin as shown in the *Appendix*. Coverage for your Dependents will start on the date your coverage begins, provided you have enrolled them in a timely manner.

Coverage for a Spouse or Dependent stepchild that you acquire via marriage becomes effective the first of the month following the date your Benefits Representative receives notice of your marriage, provided you notify your Benefits Representative within 31 days of your marriage. Coverage for Dependent children acquired through birth, adoption, or placement for adoption is effective the date of the family status change, provided you notify your Benefits Representative within 31 days of the birth, adoption, or placement.

Changing Your Coverage

You may make coverage changes during the year only if you experience a change in family status. The change in coverage must be consistent with the change in status (e.g., you cover your Spouse following your marriage, your child following an adoption, etc.). The following are considered family status changes for purposes of the Plan:

- your marriage, divorce, legal separation or annulment;
- the birth, adoption, placement for adoption or legal guardianship of a child;
- a change in your Spouse's employment or involuntary loss of health coverage (other than coverage under the Medicare or Medicaid programs) under another employer's plan;

- loss of coverage due to the exhaustion of another employer's COBRA benefits, provided you were paying for premiums on a timely basis;
- the death of a Dependent;
- your Dependent child no longer qualifying as an eligible Dependent;
- a change in your or your Spouse's position or work schedule that impacts eligibility for health coverage;
- contributions were no longer paid by the employer (This is true even if you or your eligible Dependent continues to receive coverage under the prior plan and to pay the amounts previously paid by the employer);
- you or your eligible Dependent who were enrolled in an HMO no longer live or work in that HMO's service area and no other benefit option is available to you or your eligible Dependent;
- benefits are no longer offered by the Plan to a class of individuals that include you or your eligible Dependent;
- termination of your or your Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility (you must contact your Benefits Representative within 60 days of termination);
- you or your Dependent become eligible for a premium assistance subsidy under Medicaid or CHIP (you must contact your Benefits Representative within 60 days of determination of subsidy eligibility);
- a strike or lockout involving you or your Spouse; or
- a court or administrative order.

Unless otherwise noted above, if you wish to change your elections, you must contact your Benefits Representative within 31 days of the change in family status. Otherwise, you will need to wait until the next annual Open Enrollment.

While some of these changes in status are similar to qualifying events under COBRA, you, or your eligible Dependent, do not need to elect COBRA continuation coverage to take advantage of the special enrollment rights listed above. These will also be available to you or your eligible Dependent if COBRA is elected.

Note: Any child under age 26 who is placed with you for adoption will be eligible for coverage on the date the child is placed with you, even if the legal adoption is not yet final. If you do not legally adopt the child, all Plan coverage for the child will end when the placement ends. No provision will be made for continuing coverage (such as COBRA coverage) for the child.

SECTION 3 - HOW THE PLAN WORKS

What this section includes:

- Network and Non-Network Provider;
- Eligible Expenses; and
- Copayment.

Network and Non-Network Provider

When making an appointment, identify yourself as a UnitedHealthcare Vision member. The Network provider will also need the Participant's unique identification number or Social Security Number, and the patient's date of birth. The Network provider will contact UnitedHealthcare Vision to verify that you are eligible for service and materials.

At your appointment, the Network provider will provide a routine eye examination and determine if eyewear is necessary. The Network provider will itemize any non-covered charges. UnitedHealthcare Vision will pay the Network provider directly for covered services and materials.

You are responsible for paying the provider any applicable Copayment(s), and any additional costs resulting from cosmetic options, or non-covered services and materials you have selected. Selecting a Network provider from UnitedHealthcare Vision's network assures direct payment to the provider for covered services, and helps to insure quality services and materials.

You may select a non-Network provider for services. However, your reimbursement schedule may not provide full payment, nor can UnitedHealthcare Vision help to insure patient satisfaction, when services are obtained from a non-Network provider. Refer to Section 7, *Claims Procedures* for details on how to file a claim and request reimbursement if you visit a non-Network provider.

Looking for a Network Provider?

You may access a listing of Network providers on the Internet at **www.myuhcvision.com**. To find a Network provider, you may also call the Provider Locator Service at (800) 839-3242, enter your postal zip code and a list of Network providers will be provided.

Network Providers

UnitedHealthcare Vision arranges for vision providers to participate in a Network. Keep in mind, a provider's Network status may change. To verify a Provider's status, you can call UnitedHealthcare Vision or log onto **www.myuhcvision.com**.

Network providers are not employees of Webber, LLC or UnitedHealthcare Vision.

Foreign Services

Foreign Services will be treated as Non-Network Benefits under this Plan. Payments will be made in U.S. currency and dispersed to the U.S. address of the Participant. The Company makes no guarantee on value of payment and will not protect against currency risk.

Eligible Expenses

Eligible Expenses are charges for Covered Vision Services that are provided while the Plan is in effect, determined according to the definition in Section 10, *Glossary*. Webber, LLC has delegated to UnitedHealthcare Vision the initial discretion and authority to decide whether a treatment or supply is a Covered Vision Service and how the Eligible Expenses will be determined and otherwise covered under the Plan.

Maximum Non-Network Benefit

The Maximum Non-Network Benefit is the maximum amount the Plan will pay for a particular service.

Copayment

A Copayment (Copay) is the amount you pay each time you receive certain Covered Vision Services. The Copay is a flat dollar amount and is paid at the time of service or when billed by the Provider.

SECTION 4 - PLAN HIGHLIGHTS

The table below provides an overview of Copays that apply when you receive certain Covered Vision Services and outlines the Plan's frequency of service and Maximum Non-Network Benefit.

Service	Frequency of Service	Network Provider Copayment	Maximum Non-Network Benefit
Vision Exam	Once every 12 months	\$10	\$40
Frames	Once every 12 months ¹	\$25 ^{2,3}	\$45
Lenses (Any one type)	Once every 12 months ¹		
■ Single Vision		\$25	\$40
■ Bifocal Vision		\$25	\$60
■ Trifocal Vision		\$25	\$80
■ Lenticular Vision		\$25	\$80
Contact Lenses	Once every 12 months		
■ Elective Contact Lenses		\$25 from the Covered Contact Lens Selection ⁴	\$125
■ Necessary Contact Lenses		\$25	\$210

¹You are eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If you select more than one of these Services, only one Service will be covered.

²If you purchase Eyeglass Lenses and Eyeglass Frames at the same time from the same Network Provider, only one Copay will apply to those Eyeglass Lenses and Eyeglass Frames together.

³Eyeglass Frames will receive an allowance up to \$130.

⁴You may purchase from your Network Provider Contact Lenses that are outside of the Covered Contact Lens Selection. Non-selection Contact Lenses will receive an allowance of \$125.

SECTION 5 - ADDITIONAL COVERAGE DETAILS

What this section includes:

- Covered Vision Services for which the Plan pays Benefits.

This section supplements the table in Section 4, *Plan Highlights*.

While the table provides you with Benefit limitations along with Copayment information for each Covered Vision Service, this section includes descriptions of the Benefits. These descriptions include any additional limitations that may apply. The Covered Vision Services in this section appear in the same order as they do in the table for easy reference. Services that are not covered are described in Section 6, *Exclusions*.

Routine Vision Examination

The Plan pays Benefits for a routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Covered Person resides, to include:

- a case history, including chief complaint and/or reason for examination, patient medical/eye history, current medications, etc.;
- recording of monocular and binocular visual acuity, far and near, with and without present correction (20/20, 20/40, etc.);
- cover test at 20 feet and 16 inches (checks eye alignment);
- ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception;
- pupil responses (neurological integrity);
- external exam;
- internal exam;
- retinoscopy (when applicable) - objective refraction to determine lens power of corrective subjective refraction — to determine lens power of corrective lenses;
- phorometry/Binocular testing - far and near: how well eyes work as a team;
- tests of accommodation and/or near point refraction: how well Covered Person sees at near point (reading, etc.);
- tonometry, when indicated: test pressure in eye (glaucoma check);
- ophthalmoscopic examination of the internal eye;
- confrontation visual fields;
- biomicroscopy;
- color vision testing;
- diagnosis/prognosis; and

- specific recommendations.

Post examination procedures will be performed only when materials are required.

Eyeglass Lenses

The Plan pays Benefits for lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

Eyeglass Frames

The Plan pays Benefits for a structure that contains eyeglasses lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

Optional Lens Extras

Special lens stock or modifications to lenses that do not correct visual acuity problems.

Optional Lens Extras include options such as, but not limited to, tinted lenses, polycarbonate lenses, high-index lenses, progressive lenses, ultraviolet coating, scratch-resistant coating, edge coating, and photochromic coating.

Contact Lenses

Lenses worn on the surface of the eye to correct visual acuity limitations.

Necessary Contact Lenses

This benefit is available where a provider has determined a need for and has prescribed the service. Such determination will be made by the provider and not by us.

Contact lenses are necessary if the Covered Person has:

- Keratoconus;
- Anisometropia;
- Irregular corneal/astigmatism;
- Aphakia;
- Facial deformity; or
- Corneal deformity.

SECTION 6 - EXCLUSIONS: WHAT THE VISION PLAN WILL NOT COVER

What this section includes:

- Services, supplies and treatments that are not Covered Vision Services, except as may be specifically provided for in Section 5, *Additional Coverage Details*.

The Plan does not pay Benefits for the following services, treatments or supplies even if they are recommended or prescribed by a provider or are the only available treatment for your condition.

When Benefits are limited within any of the Covered Vision Services categories described in Section 5, *Additional Coverage Details*, those limits are stated in the corresponding Covered Vision Service category in Section 4, *Plan Highlights*. Limits may also apply to some Covered Vision Services that fall under more than one Covered Vision Service category. When this occurs, those limits are also stated in Section 4, *Plan Highlights*. Please review all limits carefully, as the Plan will not pay Benefits for any of the services, treatments, items or supplies that exceed these benefit limits.

Please note that in listing services or examples, when the SPD says "this includes," or "including but not limiting to", it is not UnitedHealthcare Vision's intent to limit the description to that specific list. When the Plan does intend to limit a list of services or examples, the SPD specifically states that the list "is limited to."

The following Services and Materials are excluded from coverage under the Plan:

1. non-prescription items;
2. medical or surgical treatment for eye disease, which requires the services of a Provider;
3. Services or Materials for which the patient is paid under Workers' Compensation Law, or other similar employer liability law;
4. Services or Materials which the patient, without cost, obtains from any governmental organization or program;
5. Services and Materials which are not specifically covered by the Plan;
6. replacement or repair of lenses and/or frames that have been lost or broken;
7. cosmetic extras, except as stated in the Plan Highlights section;
8. applicable sales tax charged on Services;
9. procedures that are considered to be Experimental, Investigational or Unproven. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in coverage if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition;

10. any eye examination required by an employer as a condition of employment, by virtue of a labor agreement, a government body, or agency; and
11. missed appointment charges.

SECTION 7 - CLAIMS PROCEDURES

What this section includes:

- How Network and non-Network claims work; and
- What to do if your claim is denied, in whole or in part.

Network Benefits

In general, if you receive Covered Vision Services from a Network provider, UnitedHealthcare Vision will pay the Provider directly. If a Network provider incorrectly bills you for any Covered Vision Service other than your Copay, please contact the provider or call UnitedHealthcare Vision for assistance.

Keep in mind, you are responsible for paying any Copay and expenses in excess of any Plan maximums owed to a Network provider at the time of service, or when you receive a bill from the provider.

Non-Network Benefits

If you receive a bill for Covered Vision Services from a non-Network provider, you (or the provider if they prefer) must send the bill to UnitedHealthcare Vision for processing. To make sure the claim is processed promptly and accurately, you will have to pay the provider and seek reimbursement through the claims process. Claims must be filed no later than 12 months from the date of service. Claims will generally be paid within 30 days of receipt.

Failure to file such notice within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, the notice must be given as soon as reasonably possible.

How to File Your Claim

- To file a claim for reimbursement for Services rendered by a non-Network Provider, or for Services covered as reimbursements (whether or not rendered by a Network Provider or a non-Network Provider), provide the following information on claim form acceptable to the UnitedHealthcare Vision: Pay the provider the full amount of the bill and request a copy of the bill that shows the amount of the eye examination, lens type and frame;
- Send a copy of the itemized bill(s) to UnitedHealthcare Vision. The following information **must** also be included in your documentation
 - Participant's name and mailing address;
 - Participant's unique identification number; and
 - Patient's name and date of birth.

If you choose a non-Network Provider, you will need to send your itemized receipts, with the Participant's unique identification number and the patient's name and date of birth to:

UnitedHealthcare Vision Claims Department
P.O. Box 30978
Salt Lake City, Utah 84130
FAX: (248) 733-6060

Please note: Receipts for services and materials purchased on different dates must be submitted together at the same time to receive reimbursement.

Failure to provide all the information listed above may delay any reimbursement that may be due you.

After UnitedHealthcare Vision has processed your claim, you will receive payment for Benefits that the Plan allows. It is your responsibility to pay the non-Network provider the charges you incurred, including any difference between what you were billed and what the Plan paid.

Examination of Covered Persons

In the event of a question or dispute concerning coverage for vision Services, UnitedHealthcare Vision may reasonably require that a Covered Person be examined at UnitedHealthcare Vision's expense by a Network Provider acceptable to the Company.

Explanation of Benefits (EOB)

You may receive an Explanation of Benefits (EOB) after processing the claim. The EOB will let you know if there is any portion of the claim you need to pay. If any claims are denied in whole or in part, the EOB will include the reason for the denial or partial payment. You can also view and print all of your EOBs online at www.myuhcvision.com. See Section 10, *Glossary* for the definition of Explanation of Benefits.

Important

All claim forms must be submitted within 12 months after the date of service. Otherwise, the Plan will not pay any Benefits for that Eligible Expense. This 12-month requirement does not apply if you are legally incapacitated.

Claim Denials and Appeals

If Your Claim is Denied

If a claim for Benefits is denied in part or in whole, you may call UnitedHealthcare Vision before requesting a formal appeal. If UnitedHealthcare Vision cannot resolve the issue to your satisfaction over the phone, a representative can provide you with the appropriate address to submit a written complaint. UnitedHealthcare Vision will notify you of its decision regarding your complaint within 30 days of receiving it.

How to Appeal a Denied Claim

If you disagree with UnitedHealthcare Vision's decision after having submitted a written complaint, you can ask UnitedHealthcare Vision in writing to formally reconsider your complaint. If your complaint relates to a claim for payment, your request should include:

- the patient's name and identification number;
- the date(s) of service(s);
- the provider's name;
- the reason you believe the claim should be paid; and
- any new information to support your request for claim payment.

UnitedHealthcare Vision will notify you of its decision regarding reconsideration of your complaint within 60 days of receiving it. If you are not satisfied with the decision, you have the right to take your complaint to the Office of the Commissioner of Insurance.

Appeals should be submitted to:

UnitedHealthcare Vision Claims Department
P.O. Box 30978
Salt Lake City, Utah 84130

Telephone inquiries concerning appeals should be made to: UnitedHealthcare Vision Claims, Appeals Department, 1-800-638-3120.

Complaint Hearing

If you request a hearing, UnitedHealthcare Vision will appoint a committee to resolve or recommend the resolution of your complaint. If your complaint is related to clinical matters, UnitedHealthcare Vision may consult with, or seek the participation of, medical and/or vision experts as part of the complaint resolution process.

The committee will advise you of the date and place of your complaint hearing. The hearing will be held within 60 days following the receipt of your request by UnitedHealthcare Vision, at which time the committee will review testimony, explanation or other information that it decides is necessary for a fair review of the complaint.

UnitedHealthcare Vision will send you written notification of the committee's decision within 30 days of the conclusion of the hearing.

SECTION 8 - WHEN COVERAGE ENDS

What this section includes:

- Circumstances that cause coverage to end; and
- How to continue coverage after it ends.

Your entitlement to Benefits automatically ends on the date that coverage ends, even if you are hospitalized or are otherwise receiving treatment on that date.

When your coverage ends, Webber, LLC will still pay claims for Covered Vision Services that you received before your coverage ended. However, once your coverage ends, Benefits are not provided for Services that you receive after coverage ended, even if the underlying condition occurred before your coverage ended.

Your coverage under the Plan will end on the earliest of:

- the date your employment with the Company ends;
- the date the Plan ends;
- the date you stop making the required contributions;
- the date you are no longer eligible;
- the date UnitedHealthcare Vision receives written notice from Webber, LLC to end your coverage, or the date requested in the notice, if later; or
- the date you retire or are pensioned under the Plan, unless specific coverage is available for retired or pensioned persons and you are eligible for that coverage.

Coverage for your eligible Dependents will end on the earliest of:

- the date your coverage ends;
- the date you stop making the required contributions;
- the date UnitedHealthcare Vision receives written notice from Webber, LLC to end your coverage, or the date requested in the notice, if later; or
- the date your Spouse no longer qualifies as a Dependent under this Plan.

Other Events Ending Your Coverage

The Plan will provide prior written notice to you that your coverage will end on the date identified in the notice if:

- you commit an act, practice, or omission that constituted fraud, or an intentional misrepresentation of a material fact including, but not limited to, false information relating to another person's eligibility or status as a Dependent; or
- you commit an act of physical or verbal abuse that imposes a threat to Webber, LLC's staff, UnitedHealthcare Vision's staff, a provider or another Covered Person.

If covered Services are in progress on the date which coverage terminates, such Services will be completed, except where termination is due to fraud, misrepresentation, material violation of the terms of the Plan, failure to pay required premiums, or acts of physical or verbal abuse.

Reimbursement for Services

The Covered Person will be responsible for any claims paid by UnitedHealthcare Vision when coverage was provided in error, except where that error was made by UnitedHealthcare Vision.

Coverage for a Disabled Child

If an unmarried enrolled Dependent child with a mental or physical disability reaches an age when coverage would otherwise end, the Plan will continue to cover the child, as long as:

- the child is unable to be self-supporting due to a mental or physical handicap or disability;
- the child depends mainly on you for support;
- you provide to Webber, LLC proof of the child's incapacity and dependency within 31 days of the date coverage would have otherwise ended because the child reached a certain age; and
- you provide proof, upon Webber, LLC's request, that the child continues to meet these conditions.

The proof might include medical examinations at Webber, LLC's expense. However, you will not be asked for this information more than once a year. If you do not supply such proof within 31 days, the Plan will no longer pay Benefits for that child.

Coverage will continue, as long as the enrolled Dependent is incapacitated and dependent upon you, unless coverage is otherwise terminated in accordance with the terms of the Plan.

Continuing Coverage Through COBRA

If you lose your Plan coverage, you may have the right to extend it under the Consolidated Budget Reconciliation Act of 1985 (COBRA), as defined in Section 10, *Glossary*.

Continuation coverage under COBRA is available only to Plans that are subject to the terms of COBRA. You can contact your Plan Administrator to determine if Webber, LLC is subject to the provisions of COBRA.

Continuation Coverage under Federal Law (COBRA)

Much of the language in this section comes from the federal law that governs continuation coverage. You should call your Plan Administrator if you have questions about your right to continue coverage.

In order to be eligible for continuation coverage under federal law, you must meet the definition of a "Qualified Beneficiary". A Qualified Beneficiary is any of the following persons who were covered under the Plan on the day before a qualifying event:

- a Participant;
- a Participant's enrolled Dependent, including with respect to the Participant's children, a child born to or placed for adoption with the Participant during a period of continuation coverage under federal law; or
- a Participant's former Spouse.

Qualifying Events for Continuation Coverage under COBRA

The following table outlines situations in which you may elect to continue coverage under COBRA for yourself and your Dependents, and the maximum length of time you can receive continued coverage. These situations are considered qualifying events.

If Coverage Ends Because of the Following Qualifying Events:	You May Elect COBRA:		
	For Yourself	For Your Spouse	For Your Child(ren)
Your work hours are reduced	18 months	18 months	18 months
Your employment terminates for any reason (other than gross misconduct)	18 months	18 months	18 months
You or your family member become eligible for Social Security disability benefits at any time within the first 60 days of losing coverage ¹	29 months	29 months	29 months
You die	N/A	36 months	36 months
You divorce (or legally separate)	N/A	36 months	36 months
Your child is no longer an eligible family member (e.g., reaches the maximum age limit)	N/A	N/A	36 months
You become entitled to Medicare	N/A	See table below	See table below
Webber, LLC files for bankruptcy under Title 11, United States Code. ²	36 months	36 months ³	36 months ³

¹Subject to the following conditions: (i) notice of the disability must be provided within the latest of 60 days after a). the determination of the disability, b). the date of the qualifying event, c). the

If Coverage Ends Because of the Following Qualifying Events:	You May Elect COBRA:		
	For Yourself	For Your Spouse	For Your Child(ren)

date the Qualified Beneficiary would lose coverage under the Plan, and in no event later than the end of the first 18 months; (ii) the Qualified Beneficiary must agree to pay any increase in the required premium for the additional 11 months over the original 18 months; and (iii) if the Qualified Beneficiary entitled to the 11 months of coverage has non-disabled family members who are also Qualified Beneficiaries, then those non-disabled Qualified Beneficiaries are also entitled to the additional 11 months of continuation coverage. Notice of any final determination that the Qualified Beneficiary is no longer disabled must be provided within 30 days of such determination. Thereafter, continuation coverage may be terminated on the first day of the month that begins more than 30 days after the date of that determination.

²This is a qualifying event for any retired Participant and his or her enrolled Dependents if there is a substantial elimination of coverage within one year before or after the date the bankruptcy was filed.

³From the date of the Participant's death if the Participant dies during the continuation coverage.

How Your Medicare Eligibility Affects Dependent COBRA Coverage

The table below outlines how your Dependents' COBRA coverage is impacted if you become entitled to Medicare.

If Dependent Coverage Ends When:	You May Elect COBRA Dependent Coverage For Up To:
You become entitled to Medicare and don't experience any additional qualifying events	18 months
You become entitled to Medicare, after which you experience a second qualifying event* before the initial 18-month period expires	36 months
You experience a qualifying event*, after which you become entitled to Medicare before the initial 18-month period expires; and, if absent this initial qualifying event, your Medicare entitlement would have resulted in loss of Dependent coverage under the Plan	36 months

* Your work hours are reduced or your employment is terminated for reasons other than gross misconduct.

Getting Started

You will be notified by mail if you become eligible for COBRA coverage as a result of a reduction in work hours or termination of employment. The notification will give you instructions for electing COBRA coverage, and advise you of the monthly cost. Your

monthly cost is the full cost, including both Participant and Employer costs, plus a 2% administrative fee or other cost as permitted by law.

You will have up to 60 days from the date you receive notification or 60 days from the date your coverage ends to elect COBRA coverage, whichever is later. You will then have an additional 45 days to pay the cost of your COBRA coverage, retroactive to the date your Plan coverage ended.

During the 60-day election period, the Plan will, only in response to a request from a provider, inform that provider of your right to elect COBRA coverage, retroactive to the date your COBRA eligibility began.

While you are a participant in the vision Plan under COBRA, you have the right to change your coverage election:

- during Open Enrollment; and
- following a change in family status, as described under *Changing Your Coverage* in Section 2, *Introduction*.

Notification Requirements

If your covered Dependents lose coverage due to divorce, legal separation, or loss of Dependent status, you or your Dependents must notify the Plan Administrator within 60 days of the latest of:

- the date of the divorce, legal separation or an enrolled Dependent's loss of eligibility as an enrolled Dependent;
- the date your enrolled Dependent would lose coverage under the Plan; or
- the date on which you or your enrolled Dependent are informed of your obligation to provide notice and the procedures for providing such notice.

You or your Dependents must also notify the Plan Administrator when a qualifying event occurs that will extend continuation coverage.

If you or your Dependents fail to notify the Plan Administrator of these events within the 60 day period, the Plan Administrator is not obligated to provide continued coverage to the affected Qualified Beneficiary. If you are continuing coverage under federal law, you must notify the Plan Administrator within 60 days of the birth or adoption of a child.

Once you have notified the Plan Administrator, you will then be notified by mail of your election rights under COBRA.

Notification Requirements for Disability Determination

If you extend your COBRA coverage beyond 18 months because you are eligible for disability benefits from Social Security, you must provide your Benefits Representative with notice of the Social Security Administration's determination within 60 days after you receive that determination, and before the end of your initial 18-month continuation period.

The notice requirements will be satisfied by providing written notice to the Plan Administrator at the address stated in Section 11, *Important Administrative Information: ERISA*. The contents of the notice must be such that the Plan Administrator is able to determine the covered Employee and qualified beneficiary(ies), the qualifying event or disability, and the date on which the qualifying event occurred.

Trade Act of 2002

The Trade Act of 2002 amended COBRA to provide for a special second 60-day COBRA election period for certain Participants who have experienced a termination or reduction of hours and who lose group health plan coverage as a result. The special second COBRA election period is available only to a very limited group of individuals: generally, those who are receiving trade adjustment assistance (TAA) or 'alternative trade adjustment assistance' under a federal law called the Trade Act of 1974. These Participants are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage), but only within a limited period of 60 days from the first day of the month when an individual begins receiving TAA (or would be eligible to receive TAA but for the requirement that unemployment benefits be exhausted) and only during the six months immediately after their group health plan coverage ended.

If a Participant qualifies or may qualify for assistance under the Trade Act of 1974, he or she should contact the Plan Administrator for additional information. The Participant must contact the Plan Administrator promptly after qualifying for assistance under the Trade Act of 1974 or the Participant will lose his or her special COBRA rights. COBRA coverage elected during the special second election period is not retroactive to the date that Plan coverage was lost, but begins on the first day of the special second election period.

When COBRA Ends

COBRA coverage will end before the maximum continuation period shown above if:

- you or your covered Dependent becomes covered under another group vision Plan, as long as the other plan doesn't limit your coverage due to a preexisting condition; or if the other plan does exclude coverage due to your preexisting condition, your COBRA benefits would end when the exclusion period ends;
- you or your covered Dependent becomes eligible for, and enrolls in, Medicare after electing COBRA;
- the first required premium is not paid within 45 days;
- any other monthly premium is not paid within 30 days of its due date;
- the entire Plan ends; or
- coverage would otherwise terminate under the Plan as described in the beginning of this section.

Note: If you selected continuation coverage under a prior plan which was then replaced by coverage under this Plan, continuation coverage will end as scheduled under the prior plan or in accordance with the terminating events listed in this section, whichever is earlier.

Uniformed Services Employment and Reemployment Rights Act

A Participant who is absent from employment for more than 30 days by reason of service in the Uniformed Services may elect to continue Plan coverage for the Participant and the Participant's Dependents in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

The terms "Uniformed Services" or "Military Service" mean the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

If qualified to continue coverage pursuant to the USERRA, Participants may elect to continue coverage under the Plan by notifying the Plan Administrator in advance, and providing payment of any required contribution for the health coverage. This may include the amount the Plan Administrator normally pays on a Participant's behalf. If a Participant's Military Service is for a period of time less than 31 days, the Participant may not be required to pay more than the regular contribution amount, if any, for continuation of health coverage.

A Participant may continue Plan coverage under USERRA for up to the lesser of:

- the 24 month period beginning on the date of the Participant's absence from work; or
- the day after the date on which the Participant fails to apply for, or return to, a position of employment.

Regardless of whether a Participant continues health coverage, if the Participant returns to a position of employment, the Participant's health coverage and that of the Participant's eligible Dependents will be reinstated under the Plan. No exclusions or waiting period may be imposed on a Participant or the Participant's eligible Dependents in connection with this reinstatement, unless a Sickness or Injury is determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of military service.

You should call the Plan Administrator if you have questions about your rights to continue health coverage under USERRA.

SECTION 9 - OTHER IMPORTANT INFORMATION

What this section includes:

- Your relationship with UnitedHealthcare Vision and Webber, LLC;
- Relationships with providers;
- Interpretation of Benefits;
- Information and records;
- Incentives to providers and you;
- The future of the Plan; and
- How to access the official Plan documents.

Coordination of Benefits

Vision care Benefits will not be coordinated with those of any other health coverage plan.

Qualified Medical Child Support Orders (QMCSOs)

A qualified medical child support order (QMCSO) is a judgment, decree or order issued by a court or appropriate state agency that requires a child to be covered for medical benefits. Generally, a QMCSO is issued as part of a paternity, divorce, or other child support settlement.

If the Plan receives a medical child support order for your child that instructs the Plan to cover the child, the Plan Administrator will review it to determine if it meets the requirements for a QMCSO. If it determines that it does, your child will be enrolled in the Plan as your Dependent, and the Plan will be required to pay Benefits as directed by the order.

You may obtain, without charge, a copy of the procedures governing QMCSOs from the Plan Administrator.

Note: A National Medical Support Notice will be recognized as a QMCSO if it meets the requirements of a QMCSO.

Your Relationship with UnitedHealthcare Vision and Webber, LLC

In order to make choices about your vision care coverage and treatment, Webber, LLC believes that it is important for you to understand how UnitedHealthcare Vision interacts with the Plan Sponsor's benefit Plan and how it may affect you. UnitedHealthcare Vision helps administer the Plan Sponsor's benefit plan in which you are enrolled. UnitedHealthcare Vision does not provide services or make treatment decisions. This means:

- Webber, LLC and UnitedHealthcare Vision do not decide what care you need or will receive. You and your Provider make those decisions;

- UnitedHealthcare Vision communicates to you decisions about whether the Plan will cover or pay for the vision care that you may receive (the Plan pays for Covered Vision Services, which are more fully described in this SPD); and
- the Plan may not pay for all treatments you or your Provider may believe are necessary. If the Plan does not pay, you will be responsible for the cost.

Webber, LLC and UnitedHealthcare Vision may use individually identifiable information about you to identify for you (and you alone) procedures, products or services that you may find valuable. Webber, LLC and UnitedHealthcare Vision will use individually identifiable information about you as permitted or required by law, including in operations and in research. Webber, LLC and UnitedHealthcare Vision will use de-identified data for commercial purposes including research.

Relationship with Providers

The relationships between Webber, LLC, UnitedHealthcare Vision and Network providers are solely contractual relationships between independent contractors. Network providers are not Webber, LLC's agents or employees, nor are they agents or employees of UnitedHealthcare Vision. Webber, LLC and any of its employees are not agents or employees of Network providers, nor are UnitedHealthcare Vision and any of its employees agents or employees of Network providers.

Webber, LLC and UnitedHealthcare Vision do not provide vision services or supplies, nor do they practice medicine. Instead, Webber, LLC and UnitedHealthcare Vision arrange for health care providers and pay benefits. Network providers are independent practitioners who run their own offices and facilities. UnitedHealthcare Vision's credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided. They are not Webber, LLC's employees nor are they employees of UnitedHealthcare Vision. Webber, LLC and UnitedHealthcare Vision do not have any other relationship with Network providers such as principal-agent or joint venture. Webber, LLC and UnitedHealthcare Vision are not liable for any act or omission of any provider.

UnitedHealthcare Vision is not considered to be an employer of the Plan Administrator for any purpose with respect to the administration or provision of benefits under this Plan.

Webber, LLC is solely responsible for:

- enrollment and classification changes (including classification changes resulting in your enrollment or the termination of your coverage);
- the timely payment of Benefits; and
- notifying you of the termination or modifications to the Plan.

Your Relationship with Providers

The relationship between you and any provider is that of provider and patient. Your provider is solely responsible for the quality of the services provided to you. You:

- are responsible for choosing your own provider;
- are responsible for paying, directly to your provider, any amount identified as a member responsibility, including Copayments and any amount that exceeds Eligible Expenses;
- are responsible for paying, directly to your provider, the cost of any non-Covered Vision Service;
- must decide if any provider treating you is right for you (this includes Network providers you choose and providers to whom you have been referred); and
- must decide with your provider what care you should receive.

Interpretation of Benefits

Webber, LLC and UnitedHealthcare Vision have the sole and exclusive discretion to:

- interpret Benefits under the Plan;
- interpret the other terms, conditions, limitations and exclusions of the Plan, including this SPD and any Riders and/or Amendments; and
- make factual determinations related to the Plan and its Benefits.

Webber, LLC and UnitedHealthcare Vision may delegate this discretionary authority to other persons or entities that provide services in regard to the administration of the Plan.

In certain circumstances, for purposes of overall cost savings or efficiency, Webber, LLC may, in its discretion, offer Benefits for services that would otherwise not be Covered Vision Services. The fact that Webber, LLC does so in any particular case shall not in any way be deemed to require Webber, LLC to do so in other similar cases.

Information and Records

Webber, LLC and UnitedHealthcare Vision may use your individually identifiable health information to administer the Plan and pay claims, to identify procedures, products, or services that you may find valuable, and as otherwise permitted or required by law. Webber, LLC and UnitedHealthcare Vision may request additional information from you to decide your claim for Benefits. Webber, LLC and UnitedHealthcare Vision will keep this information confidential. Webber, LLC and UnitedHealthcare Vision may also use your de-identified data for commercial purposes, including research, as permitted by law.

By accepting Benefits under the Plan, you authorize and direct any person or institution that has provided services to you to furnish Webber, LLC and UnitedHealthcare Vision with all information or copies of records relating to the services provided to you. Webber, LLC and UnitedHealthcare Vision 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 Participant's enrollment form. Webber, LLC and UnitedHealthcare Vision agree that such information and records will be considered confidential.

Webber, LLC and UnitedHealthcare Vision have the right to release any and all records concerning health care services which are necessary to implement and administer the terms of the Plan, for appropriate review or quality assessment, or as Webber, LLC is required to do by law or regulation. During and after the term of the Plan, Webber, LLC and UnitedHealthcare Vision and its related entities may use and transfer the information gathered under the Plan in a de-identified format for commercial purposes, including research and analytic purposes.

For complete listings of your medical records or billing statements Webber, LLC recommends that you contact your care provider. Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms.

If you request forms or records from UnitedHealthcare Vision, they also may charge you reasonable fees to cover costs for completing the forms or providing the records.

In some cases, Webber, LLC and UnitedHealthcare Vision will designate other persons or entities to request records or information from or related to you, and to release those records as necessary. UnitedHealthcare Vision's designees have the same rights to this information as does the Plan Administrator.

Incentives to Providers

Network providers may be provided financial incentives by UnitedHealthcare Vision to promote the delivery of care in a cost efficient and effective manner. These financial incentives are not intended to affect your access to care.

Examples of financial incentives for Network providers are:

- bonuses for performance based on factors that may include quality, member satisfaction, and/or cost-effectiveness; or
- a practice called capitation which is when a group of Network providers receives a monthly payment from UnitedHealthcare Vision for each Covered Person who selects a Network provider within the group to perform or coordinate certain health services. The Network providers receive this monthly payment regardless of whether the cost of providing or arranging to provide the Covered Person's care is less than or more than the payment.

If you have any questions regarding financial incentives you may contact UnitedHealthcare Vision. You can ask whether your Network provider is paid by any financial incentive, including those listed above; however, the specific terms of the contract, including rates of payment, are confidential and cannot be disclosed. In addition, you may choose to discuss these financial incentives with your Network provider.

Incentives to You

Sometimes you may be offered coupons or other incentives to encourage you to participate in various wellness programs or certain disease management programs. The decision about whether or not to participate is yours alone but Webber, LLC recommends that you discuss participating in such programs with your Provider. These incentives are not Benefits and do not alter or affect your Benefits. You may call the number on the back of your ID card if you have any questions.

Workers' Compensation Not Affected

Benefits provided under the Plan do not substitute for and do not affect any requirements for coverage by workers' compensation insurance.

Future of the Plan

Although the Company expects to continue the Plan indefinitely, it reserves the right to discontinue, alter or modify the Plan in whole or in part, at any time and for any reason, at its sole determination.

The Company's decision to terminate or amend a Plan may be due to changes in federal or state laws governing employee benefits, the requirements of the Internal Revenue Code or Employee Retirement Income Security Act of 1974 (ERISA), or any other reason. A plan change may transfer plan assets and debts to another plan or split a plan into two or more parts. If the Company does change or terminate a plan, it may decide to set up a different plan providing similar or different benefits.

If this Plan is terminated, Covered Persons will not have the right to any other Benefits from the Plan, other than for those claims incurred prior to the date of termination, or as otherwise provided under the Plan. In addition, if the Plan is amended, Covered Persons may be subject to altered coverage and Benefits.

The amount and form of any final benefit you receive will depend on any Plan document or contract provisions affecting the Plan and Company decisions. After all Benefits have been paid and other requirements of the law have been met, certain remaining Plan assets will be turned over to the Company and others as may be required by any applicable law.

Plan Document

This Summary Plan Description (SPD) represents an overview of your Benefits. In the event there is a discrepancy between the SPD and the official plan document, the plan document will govern. A copy of the plan document is available for your inspection during regular business hours in the office of the Plan Administrator. You (or your personal representative) may obtain a copy of this document by written request to the Plan Administrator, for a nominal charge.

SECTION 10 - GLOSSARY

What this section includes:

- Definitions of terms used throughout this SPD.

Many of the terms used throughout this SPD may be unfamiliar to you or have a specific meaning with regard to the way the Plan is administered and how Benefits are paid. This section defines terms used throughout this SPD, but it does not describe the Benefits provided by the Plan.

Addendum – any attached written description of additional or revised provisions to the Plan. The benefits and exclusions of this SPD and any Amendments thereto shall apply to the Addendum except that in the case of any conflict between the Addendum and SPD and/or Amendments to the SPD, the Addendum shall be controlling.

Amendment – any attached written description of additional or alternative provisions to the Plan. Amendments are effective only when distributed by the Plan Sponsor or the Plan Administrator. Amendments are subject to all conditions, limitations and exclusions of the Plan, except for those that the Amendment is specifically changing.

Benefits – Plan payments for Covered Vision Services, subject to the terms and conditions of the Plan and any Addendums and/or Amendments.

Claims Administrator – UnitedHealthcare Vision (also known as United HealthCare Services, Inc.) and its affiliates, who provide certain claim administration services for the Plan.

COBRA – see Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Company – Webber, LLC.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) – a federal law that requires employers to offer continued health insurance coverage to certain employees and their dependents whose group health insurance has been terminated.

Copayment (or Copay) – the set dollar amount you are required to pay for certain Covered Vision Services as described in Section 3, *How the Plan Works*.

Covered Person – either the Participant or an enrolled Dependent only while enrolled and eligible for Benefits under the Plan. References to "you" and "your" throughout this SPD are references to a Covered Person.

Covered Vision Services – including services, or supplies, which the Claims Administrator determines to be:

- not provided for the convenience of the Covered Person, Provider, facility or any other person;

- included in Sections 4 and 5, *Plan Highlights* and *Additional Coverage Details*; and
- provided to a Covered Person who meets the Plan's eligibility requirements, as described under *Eligibility* in Section 2, *Introduction*.

Covered Contact Lens Selection – a selection of available contact lenses that may be obtained from a Network Provider on a covered-in-full basis, subject to payment of any applicable Copayment.

Dependent – an individual who meets the eligibility requirements specified in the Plan, as described under *Eligibility* in Section 2, *Introduction*. A Dependent does not include anyone who is also enrolled as a Participant. No one can be a Dependent of more than one Participant.

Eligible Expenses – charges for Covered Vision Services that are provided while the Plan is in effect, determined as follows:

For:	Eligible Expenses are Based On:
Network Benefits	■ contracted rates with the provider.
Non-Network Benefits	■ billed amounts up to the Maximum Non-Network Benefit.

For certain Covered Vision Services, you are required to pay a percentage of Eligible Expenses in the form of a Copay.

Eligible Expenses are subject to the Claims Administrator's reimbursement policy guidelines.

Employee Retirement Income Security Act of 1974 (ERISA) – the federal legislation that regulates retirement and employee welfare benefit programs maintained by employers and unions.

Employer – Webber, LLC.

EOB – see Explanation of Benefits (EOB).

ERISA – see Employee Retirement Income Security Act of 1974 (ERISA).

Explanation of Benefits (EOB) – a statement provided by UnitedHealthcare Vision to you, your Provider, or another health care professional that explains:

- the Benefits provided (if any);
- the allowable reimbursement amounts;
- any other reductions taken;
- the net amount paid by the Plan; and
- the reason(s) why the service or supply was not covered by the Plan.

Foreign Services – services provided outside the U.S. and U.S. Territories.

Locations – means the offices of Network Providers.

Materials – means lenses, frames and contact lenses.

Network – when used to describe a provider of health care services, this means a Provider that has a participation agreement in effect (either directly or indirectly) with the Claims Administrator or with its affiliate to participate in the Network; however, this does not include those providers who have agreed to discount their charges for Covered Vision Services. The Claims Administrator's affiliates are those entities affiliated with the Claims Administrator through common ownership or control with the Claims Administrator or with the Claims Administrator's ultimate corporate parent, including direct and indirect subsidiaries.

A provider may enter into an agreement to provide only certain Covered Vision Services, but not all Covered Vision Services, or to be a Network provider for only some products. In this case, the provider will be a Network provider for the Covered Vision Services and products included in the participation agreement, and a non-Network provider for other Covered Vision Services and products. The participation status of providers will change from time to time.

Network Benefits - description of how Benefits are paid for Covered Vision Services provided by Network Providers. Refer to Section 4, *Plan Highlights* for details about how Network Benefits apply.

Non-Network Benefits - description of how Benefits are paid for Covered Vision Services provided by non-Network providers. Refer to Section 4, *Plan Highlights* for details about how Non-Network Benefits apply.

Open Enrollment – the period of time, determined by Webber, LLC, during which eligible Participants may enroll themselves and their Dependents under the Plan. Webber, LLC determines the period of time that is the Open Enrollment period.

Participant – a full-time Participant of the Employer who meets the eligibility requirements specified in the Plan, as described under *Eligibility* in Section 2, *Introduction*. A Participant must live and/or work in the United States.

Plan – The Webber, LLC Vision Plan.

Plan Administrator – Webber, LLC or its designee.

Plan Sponsor – Webber, LLC.

Plan Year – a period of time beginning with the Plan anniversary date of any year and terminating exactly one year later. If the Plan anniversary date is February 29, such date will be considered to be February 28 in any year having no such date.

Provider – any optometrist, ophthalmologist, optician or other person who is properly licensed and qualified by law to provide Services.

Services – any covered benefit listed in Section 5, *Additional Coverage Details*.

Spouse – an individual to whom you are legally married.

SECTION 11 - IMPORTANT ADMINISTRATIVE INFORMATION: ERISA

What this section includes:

- Plan administrative information, including your rights under ERISA.

This section includes information on the administration of the vision Plan, as well as information required of all Summary Plan Descriptions by ERISA as defined in Section 10, *Glossary*. While you may not need this information for your day-to-day participation, it is information you may find important.

Plan Sponsor and Administrator

Webber, LLC is the Plan Sponsor and Plan Administrator of the Webber, LLC Flexible Spending Account and has the discretionary authority to interpret the Plan. You may contact the Plan Administrator at:

Plan Administrator – Vision Plan
Webber, LLC
14333 Chrisman Road
Houston, TX 77039
(281) 987-8787

Claims Administrator

UnitedHealthcare Vision is the Plan's Claims Administrator. The role of the Claims Administrator is to handle the day-to-day administration of the Plan's coverage as directed by the Plan Administrator, through an administrative agreement with the Company. The Claims Administrator shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of Benefits under the Plan Sponsor's Plan. The Claims Administrator shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Plan Sponsor's Plan.

You may contact the Claims Administrator by phone or in writing at:

United HealthCare Services, Inc.
185 Asylum St.
Hartford, CT 06103-3408

Agent for Service of Legal Process

Should it ever be necessary, you or your personal representative may serve legal process on the agent of service for legal process for the Plan. The Plan's Agent of Service is:

Agent for Legal Process – Vision Plan
Webber, LLC
14333 Chrisman Road
Houston, TX 77039
(281) 987-8787

Legal process may also be served on the Plan Administrator.

Other Administrative Information

This section of your SPD contains information about how the Plan is administered as required by ERISA.

Type of Administration

The Plan is a self-funded welfare Plan and the administration is provided through one or more third party administrators.

Plan Name:	Webber, LLC Flexible Spending Account
Plan Number:	501
Employer ID:	74-2454910
Plan Type:	Welfare benefits plan
Plan Year:	January 1 – December 31
Plan Administration:	Self-Insured
Source of Plan Contributions:	Employee and Company

Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be permitted to:

- receive information about Plan Benefits;
- examine, without charge, at the Plan Administrator's office and at other specified worksites, all plan documents – including pertinent insurance contracts, collective bargaining agreements (if applicable), and other documents available at the Public Disclosure Room of the Employee Benefits Security Administration; and
- obtain copies of all Plan documents and other Plan information, including insurance contracts and collective bargaining agreements (if applicable), and updated Summary Plan Descriptions, by writing to the Plan Administrator. The Plan Administrator may make a reasonable charge for copies.

You can continue coverage for yourself, Spouse or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this Summary Plan Description and the Plan documents to understand the rules governing your COBRA continuation coverage rights.

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. See Section 7, *Claims Procedures*, for details.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest summary annual report from the Plan, and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Plan Administrator.

If you have a claim for Benefits, which is denied or ignored, in whole or in part, and you have exhausted the administrative remedies available under the Plan, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or write to the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W. Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (800)-998-7542.

The Plan's Benefits are administered by Webber, LLC, the Plan Administrator. UnitedHealthcare Vision is the Claims Administrator and processes claims for the Plan and provides appeal services; however, UnitedHealthcare Vision and Webber, LLC are not responsible for any decision you or your Dependents make to receive treatment, services or supplies from a provider. UnitedHealthcare Vision and Webber, LLC are neither liable nor responsible for the treatment, services or supplies you receive from providers.

APPENDIX – ELIGIBILITY FOR WEBBER, LLC EMPLOYER GROUPS

Webber, LLC Employee Groups

Group 1 – **Waiting Period** – first of the month after 30 days

All Full-Time Employees in the following positions: Directors, General Management Estimators, Group Managers, Project Managers, Project Engineers, Superintendents, Foremen, Survey Chiefs, Area Accountants, Project Accountants, Staff Accountants, Human Resource and Payroll Supervisors, Admin, Accounting and Payroll Clerks.

Group 2 – **Waiting Period** – first of the month after 30 days

All Full-Time Employees working as Supervisors, Foremen, CDL Truck Drivers, Mechanics, Fuel/Oilers Lead, Crane, Finish Blade Operators, and Batch Plant Supervisors.

Group 3 – **Waiting Period** – first of the month after 60 days for all other Full-Time Employees

Affiliated Employers Adopting Plan

Bluebonnet Contractors, LLC

Trinity Infrastructure, LLC

North Tarrant Infrastructure, LLC

Cadagua US, LLC

California Rail Builders, LLC

North Perimeter Contractors, LLC

Pepper-Lawson Construction, LP

Pepper-Lawson Waterworks, LLC

Southern Crushed Concrete, LLC

Webber Barrier Services, LLC

Ferrovia Agroman Texas, LLC

ATTACHMENT I – NONDISCRIMINATION AND ACCESSIBILITY REQUIREMENTS

When the Plan uses the words "Claims Administrator" in this Attachment, it is a reference to United HealthCare Services, Inc., on behalf of itself and its affiliated companies.

The Claims Administrator on behalf of itself and its affiliated companies complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. UnitedHealthcare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The Claims Administrator provides free aids and services to people with disabilities to communicate effectively with us, such as:

Qualified sign language interpreters

- Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters
- Information written in other languages

If you need these services, please call the toll-free member number on your health plan ID card, TTY 711 or the Plan Sponsor.

If you believe that the Claims Administrator has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in writing by mail or email with the Civil Rights Coordinator identified below. A grievance must be sent within 60 calendar days of the date that you become aware of the discriminatory action and contain the name and address of the person filing it along with the problem and the requested remedy.

A written decision will be sent to you within 30 calendar days. If you disagree with the decision, you may file an appeal within 15 calendar days of receiving the decision.

Claims Administrator Civil Rights Coordinator
United HealthCare Services, Inc. Civil Rights Coordinator UnitedHealthcare Civil Rights Grievance P.O. Box 30608 Salt Lake City, UT 84130 The toll-free member phone number listed on your health plan ID card, TTY 711 UHC_Civil_Rights@UHC.com

If you need help filing a grievance, the Civil Rights Coordinator identified above is available to help you.

You can also file a complaint directly with the U.S. Dept. of Health and Human services online, by phone or mail:

Online <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201

ATTACHMENT II – GETTING HELP IN OTHER LANGUAGES OR FORMATS

You have the right to get help and information in your language at no cost. To request an interpreter, call the toll-free member phone number listed on your health plan ID card, press 0. TTY 711.

This letter is also available in other formats like large print. To request the document in another format, please call the toll-free member phone number listed on your health plan ID card, press 0. TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

Language	Translated Taglines
1. Albanian	Ju keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të kërkuar një përkthyes, telefononi në numrin që gjendet në kartën e planit tuaj shëndetësor, shtypni 0. TTY 711.
2. Amharic	ያለ ምንም ክፍያ በቋንቋዎ እርዳታና መረጃ የማግኘት መብት አላችሁ። አስተርጓሚ እንዲቀርብልዎ ከፈለጉ በጤና ፕላን መታወቂያዎት ላይ ባለው በተጻ መስመር ስልክ ቁጥር ይደውሉና 0ን ይጫኑ። TTY 711
3. Arabic	لك الحق في الحصول على المساعدة والمعلومات بلغتك دون تحمل أي تكلفة. لطلب مترجم فوري، اتصل برقم الهاتف المجاني الخاص بالأعضاء المدرج ببطاقة مُعرّف العضوية الخاصة بخططك الصحية، واضغط على 0. الهاتف النصي (TTY) 711
4. Armenian	Թարգմանիչ պահանջելու համար, գանգահարե՛ք Ձեր առողջապահական ծրագրի ինքնուրոյան (ID) տոմսի վրա նշված անվճար Անդամների հեռախոսահամարով, սեղմե՛ք 0: TTY 711
5. Bantu-Kirundi	Urafise uburenganzira bwo kuronka ubufasha n’amakuru mu rurimi rwawe ku buntu. Kugira usabe umusemuzi, hamagara inomeru ya telephone y’ubuntu yagenewe abanywanyi iri ku rutonde ku karangamuntu k’umugambi wawe w’ubuzima, fyonda 0. TTY 711
6. Bisayan-Visayan (Cebuano)	Aduna kay katungod nga mangayo og tabang ug impormasyon sa imong lengguwahe nga walay bayad. Aron mohangyo og tighubad, tawag sa toll-free nga numero sa telepono sa miyembro nga nakalista sa imong ID kard sa plano sa panglawas, pindota ang 0. TTY 711
7. Bengali-Bangala	অনুবাদের অনুরোধ থাকলে, আপনার স্বাস্থ্য পরিকল্পনার আই ডি কার্ড এ তালিকাভুক্ত ও কর দিতে হবে না এমন টেলিফোন নম্বরে ফোন করুন। (০) শূন্য চাপুন। TTY 711
8. Burmese	ကုန်ကျစရိတ်ပေးရန်မလိုဘဲ မိမိဘာသာစကားဖြင့် အကူအညီနှင့် သတင်းအချက်အလက်များ ကိုရယူနိုင်ခြင်း သည်သင်၏အခွင့်အရေးဖြစ်သည်။ စကားပြန်တစ်ဦးတောင်းဆိုရန်သင်၏ကုန်းမာရေးအစီအစဉ် လက်မှတ်ပေါ်ရှိအသင်းဝင်များအတွက်အခမဲ့ဖုန်းလိုင်းသို့ခေါ်ဆိုပြီး 0 ကိုနှိပ်ပါ။ TTY 711

Language	Translated Taglines
19. Gujarati	તમને વિના મૂલ્યે મદદ અને તમારી ભાષામાં માહિતી મેળવવાનો અધિકાર છે. દુભાષિયા માટે વિનંતી કરવા, તમારા હેલ્થ પ્લાન ID કાર્ડ પરની સૂચીમાં આપેલ ટોલ-ફ્રી મેમ્બર ફોન નંબર ઉપર કોલ કરો, ૦ ૬૯૫૫૦. TTY 711
20. Hawaiian	He pono ke kōkua ‘ana aku iā ‘oe ma ka maopopo ‘ana o kēia ‘ike ma loko o kāu ‘ōlelo pono‘ī me ka uku ‘ole ‘ana. E kama‘ilio ‘oe me kekahi kanaka unuhi, e kāhea i ka helu kelepona kāki ‘ole ma kou kāleka olakino, a e kaomi i ka helu 0. TTY 711.
21. Hindi	आप के पास अपनी भाषा में सहायता एवं जानकारी निःशुल्क प्राप्त करने का अधिकार है। दुभाषिए के लिए अनुरोध करने के लिए, अपने हैल्थ प्लान ID कार्ड पर सूचीबद्ध टोल-फ्री नंबर पर फ़ोन करें, 0 दबाएं। TTY 711
22. Hmong	Koj muaj cai tau kev pab thiab tau cov ntaub ntawv sau ua koj hom lus pub dawb. Yog xav tau ib tug neeg txhais, hu tus xov tooj rau tswv cuab hu dawb uas sau muaj nyob ntawm koj daim yuaj them nqi kho mob, nias 0. TTY 711.
23. Ibo	Inwere ikike inweta enyemaka nakwa imuta asusu gi n'efu n'akwughị ugwo. Maka ikpoturu onye nsughari okwu, kpoo akara ekwentị nke di nàkwukwo njirimara gi nke emere maka ahụike gi, pia 0. TTY 711.
24. Ilocano	Adda karbengam nga makaala ti tulong ken impormasyon iti pagsasaom nga libre. Tapno agdawat iti maysa nga agipatarus, tumawag iti toll-free nga numero ti telepono nga para kadagiti kameng nga nakalista ayan ti ID card mo para ti plano ti salun-at, ipindut ti 0. TTY 711
25. Indonesian	Anda berhak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa dikenakan biaya. Untuk meminta bantuan penerjemah, hubungi nomor telepon anggota, bebas pulsa, yang tercantum pada kartu ID rencana kesehatan Anda, tekan 0. TTY 711
26. Italian	Hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per richiedere un interprete, chiama il numero telefonico verde indicato sulla tua tessera identificativa del piano sanitario e premi lo 0. Dispositivi per non udenti/TTY: 711

Language	Translated Taglines
37. Nepali	तपाईंले आफ्नो भाषामा निःशुल्क सहयोग र जानकारी प्राप्त गर्ने अधिकार तपाईंसँग छ। अनुवादक प्राप्त गरीपाउँ भनी अनुरोध गर्न, तपाईंको स्वास्थ्य योजना परिचय कार्डमा सूचीकृत टोल-फ्री सदस्य फोन नम्बरमा सम्पर्क गर्नुहोस्, 0 थिच्नुहोस्। TTY 711
38. Nilotic-Dinka	Yin nɔŋ lɔŋ bē yi kuɔny nē wērēyic de thōŋ du ābac ke cin wēu tāāue ke piny. Ācān bā ran yē kɔc ger thok thiēēc, ke yin cɔl nāmba yene yup abac de ran tōŋ ye kɔc wāār thok tɔ nē ID kat duōn de pānakim yic, thāny 0 yic. TTY 711.
39. Norwegian	Du har rett til å få gratis hjelp og informasjon på ditt eget språk. For å be om en tolk, ring gratisnummeret for medlemmer som er oppført på helsekortet ditt og trykk 0. TTY 711
40. Pennsylvania Dutch	Du hoscht die Recht fer Hilf unn Information in deine Schprooch griege, fer nix. Wann du en Iwwersetzer hawwe willscht, kannscht du die frei Telefon Nummer uff dei Gesundheit Blann ID Kaarde yuuse, dricke 0. TTY 711
41. Persian-Farsi	شما حق دارید که کمک و اطلاعات به زبان خود را به طور رایگان دریافت نمایید. برای درخواست مترجم شفاهی با شماره تلفن رایگان قید شده در کارت شناسایی برنامه بهداشتی خود تماس حاصل نموده و 0 را فشار دهید. TTY 711
42. Punjabi	ਤੁਹਾਡੇ ਕੋਲ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਅਤੇ ਜਾਣਕਾਰੀ ਮੁਫਤ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਦੁਬਾਸੀਏ ਲਈ ਤੁਹਾਡੇ ਹੈਲਥ ਪਲਾਨ ਆਈਡੀ ਦਿੱਤੇ ਗਏ ਟਾਲ ਫ੍ਰੀ ਮੈਂਬਰ ਫੋਨ ਨੰਬਰ ਟੀਟੀਵਾਈ 711 ਤੇ ਕਾਲ ਕਰੋ, 0 ਦੱਬੋ।
43. Polish	Masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Po usługi tłumacza zadzwoń pod bezpłatny numer umieszczony na karcie identyfikacyjnej planu medycznego i wciśnij 0. TTY 711
44. Portuguese	Você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para solicitar um intérprete, ligue para o número de telefone gratuito que consta no cartão de ID do seu plano de saúde, pressione 0. TTY 711
45. Romanian	Aveți dreptul de a obține gratuit ajutor și informații în limba dumneavoastră. Pentru a cere un interpret, sunați la numărul de telefon gratuit care se găsește pe cardul dumneavoastră de sănătate, apăsați pe tasta 0. TTY 711
46. Russian	Вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы подать запрос переводчика позвоните по бесплатному номеру телефона, указанному на обратной стороне вашей идентификационной карты и нажмите 0. Линия TTY 711
47. Samoan-Fa'asamoa	E iai lou āiā tatau e maua atu ai se fesoasoani ma fa'amatalaga i lau gagana e aunoa ma se todogi. Ina ia fa'atalosagaina se tagata fa'aliliu, vili i le telefoni mo sui e le todogia o loo lisi atu i lau peleni i lau pepa ID mo le soifua maloloina, oomi le 0. TTY 711.

Language	Translated Taglines
	bulunmaktadır. Bir tercüman istemek için sağlık planı kimlik kartınızın üzerinde yer alan ücretsiz telefon numarasını arayınız, sonra 0'a basınız. TTY (yazılı iletişim) için 711
59. Ukrainian	У Вас є право отримати безкоштовну допомогу та інформацію на Вашій рідній мові. Щоб подати запит про надання послуг перекладача, зателефонуйте на безкоштовний номер телефону учасника, вказаний на вашій ідентифікаційній карті плану медичного страхування, натисніть 0. TTY 711
60. Urdu	آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ کسی ترجمان سے بات کرنے کے لئے، ٹول فری ممبر فون نمبر پر کال کریں جو آپ کے ہیلتھ پلان آئی ڈی کارڈ پر درج ہے، 0 دبائیں۔ TTY 711
61. Vietnamese	Quý vị có quyền được giúp đỡ và cấp thông tin bằng ngôn ngữ của quý vị miễn phí. Để yêu cầu được thông dịch viên giúp đỡ, vui lòng gọi số điện thoại miễn phí dành cho hội viên được nêu trên thẻ ID chương trình bảo hiểm y tế của quý vị, bấm số 0. TTY 711
62. Yiddish	איר האט די רעכט צו באקומען הילף און אינפארמאציע אין אייער שפראך פריי פון אפצאל. צו פארלאנגען א דאלמעטשער, רופט דעם טאל פרייע מעמבער טעלעפאן נומער וואס שטייט אויף אייער העלט פלאן ID קארטל, דרוקט 0. TTY 711
63. Yoruba	O ní ẹ̀tọ̀ lati rí iranwọ̀ àti ifitónilétí gbà ní èdè ẹ̀ rẹ̀ láìsanwọ̀. Látí bá ògbufo kan sọrọ̀, pẹ̀ sórí nọmbà ẹ̀rọ̀ ibánisọrọ̀ láìsanwọ̀ ibodè tí a tò sórí kádí idánimọ̀ tí ètò ilera ẹ̀, tẹ̀ '0'. TTY 711

