

**ATTACHMENT 2 - VISION INSURANCE POLICY
ITN 1914 GROUP VISION INSURANCE**



NATIONAL GUARDIAN LIFE INSURANCE COMPANY
(called "We", "Our", and "Us")
2 East Gilman Street, Madison, Wisconsin 53701

**GROUP VISION INSURANCE
MASTER POLICY**

Underwritten by: National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, WI 53701-1191

Administrator: National Vision Administrators, LLC
1200 Rt 46 West, 2nd Floor, Clifton, NJ 07013

In return for the application, which is attached, and payment of premium as it becomes due, National Guardian Life Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.

This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown on the Policy Schedule.

This Policy may be continued in force by payment of premium at the rates We establish until the insurance ends as provided.

The following are made part of this Policy: the provisions of the attached Certificates; all riders; all endorsements; and all amendments issued on and after the Effective Date.

This Policy is governed by the laws of the jurisdiction shown below.

POLICYHOLDER:	Southwest Florida Water Management District
GROUP POLICY NUMBER:	NVAI8762
POLICY EFFECTIVE DATE:	January 1, 2016
ANNIVERSARY DATE:	January 1, 2017
JURISDICTION:	Florida
PREMIUM DUE DATE:	1st of every Month
COVERAGE PROVIDED:	See Incorporated Certificate's Schedule of Benefits
INITIAL TERM:	24 Months

Kimberly A. Shaul, Secretary

Mark L. Solverud, President

NON-PARTICIPATING

NEED ASSISTANCE? If you have a question or wish to obtain information about Your coverage, or You require assistance in resolving a complaint, please contact us at 1-888-468-2393.

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PART I: PREMIUMS

A. PREMIUM SCHEDULE

Refer to the attached Group Application for premium rate information.

B. PAYMENT OF PREMIUMS: The premiums due under this Policy are payable in advance directly to Us at the Administrator's Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy.

The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.

C. PREMIUM ADJUSTMENTS: When additional or increased insurance begins or insurance ends and such change is due to a change in the terms of this Policy, any adjustment in the premium will be made as of the date the change is effective. Otherwise, any adjustment in premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if premiums are payable other than monthly). Upon agreement between the Policyholder and Us, the mode of premium payment may be changed as of any Premium Due Date.

D. PREMIUM CALCULATION: The total premium for insurance coverage under this Policy is the sum of the premiums for each Insured.

E. CHANGES IN PREMIUM RATES: We have the right to change the premium rates on any premium due date after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in any 12 month period. We will notify the Policyholder in writing at least forty-five (45) days before any increase in premium rates.

F. GRACE PERIOD: A Grace Period of 31 days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. The Policyholder will owe Us all premiums then due and unpaid including the premium for the Grace Period.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later.

The Policyholder will owe Us the pro-rata premium for the time the insurance was in effect during the Grace Period.

PART II: PROVISIONS SPECIFIC TO EMPLOYER GROUPS

A. DEFINITIONS: The following Definitions apply in addition to those contained in the attached Certificate:

- 1. Active Employee** – Means an Actively At Work Employee of the Employer named as the Policyholder.
- 2. Active Work and Actively at Work** – Means that the Active Employee is performing all of the usual and customary duties of his or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of

employment or business, or at some location to which the employment requires the Active Employee to travel.

3. **Retiree** – Means retirees ages 55-65 who have met the service requirements of the Policyholder.

B. CONTINUING INSURANCE ON ACTIVE EMPLOYEES ABSENT FROM WORK

Coverage may be continued on Active Employees absent from work subject to the following provisions. If an Active Employee is absent from work because of injury, sickness, approved leave of absence or temporary lay-off, or is placed on part-time employment, the Employer, acting on a basis which does not discriminate for or against any person, may consider the Active Employee as still employed until the Employer notifies Us differently or stops paying premiums for the Active Employee. However, in any event, insurance cannot be continued in this way for longer than the Maximum Continuation Period stated below.

FOR ABSENCE DUE TO: MAXIMUM CONTINUATION PERIOD:

Temporary Lay-Off One Year

Approved Leave of Absence One Year

Part-Time Employment One Year

Injury or Sickness One-year periods, each of which begins on the Anniversary Date of this Policy, subject to the following conditions:

1. the first period begins on the date the Active Employee stops Active Work due to injury or sickness and ends on the next following Anniversary Date of this Policy (up to six months);
2. request to continue insurance must be made by the Employer to Us within 31 days before each Anniversary Date.

PART III: WHEN INSURANCE UNDER THIS POLICY ENDS

By giving the Policyholder written notice at least 60 days in advance, We have the right to end coverage under this policy as follows:

1. We have the right to terminate all insurance under this Policy at the end of the Initial Term or on any Premium Due Date after participation drops below the following requirements:
 - a. When Members are not required to contribute to the cost of their own insurance, there must be 100% participation.
 - b. For groups of 10 or more Members where benefits are funded by the Members, 25% participation is required in all circumstances for both Members and Eligible Dependents. A minimum of 10 must enroll.
 - c. Participation must not drop 25% or more from the participation on the original effective date.

All insurance or any part may be ended on any date by mutual agreement between the Policyholder and Us.

After the Initial Term, the Policy shall continue on a month-to-month basis. It will automatically renew on the first day of each renewal period unless either We or the Policyholder has given to the other notice of cancellation.

Insurance will end as provided above without the consent of, or notice to, any Insured Dependent or Beneficiary.

PART IV: GENERAL PROVISIONS

A. ENTIRE CONTRACT: The entire contract consists of:

1. this Policy;
2. the application of the Policyholder;
3. the provisions shown in the Certificate;
4. the Insured enrollment forms; and
5. riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.

A copy of the Policyholder's application is attached to this Policy on the date it is signed. All statements made in the applications, in the absence of fraud, are representations and not warranties. No statement made by an Insured under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured or to His Beneficiary, if any.

B. INCONTESTABILITY: This Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

C. CHANGES IN POLICY: The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.

D. CONFORMITY WITH LAW: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

E. POLICY NON-PARTICIPATING: This Policy is not entitled to share in the surplus earnings of Our company.

F. INFORMATION TO BE FURNISHED BY POLICYHOLDER: The Policyholder will furnish Us with all information which pertains to this Policy. Failure to furnish Us with such information without good and sufficient cause will permit Us to terminate this Policy. We may inspect at all reasonable times (while this Policy is in effect and thereafter until all rights and payments have been made) any records of the Policyholder which have a bearing on the insurance or premiums.

G. CLERICAL ERROR: Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

H. POLICYHOLDER NOT AGENT: The Policyholder will in no event be considered Our agent for any purpose under this Policy.

I. ASSIGNMENT: This policy is non-assignable. An Insured may not assign any of the Policyholder's rights or privileges under this Policy. However, an Insured may assign the benefit to which he or she is entitled to a provider of services. If an irrevocable beneficiary has been designated, that person must give written consent to any assignment. No assignment will be binding on Us unless it is in writing and a copy is sent to Us. We accept no responsibility for the validity of an assignment.

J. INDIVIDUAL CERTIFICATES: We will issue to the Policyholder, to make available to each person insured under this Policy, a Certificate of insurance that describes the essential features of this Policy. The Certificate may be made available electronically. The word Certificate includes Certificate riders and Certificate supplements, if any.

K. ADDITIONAL INSUREDS: The following will be added to the group originally insured:

1. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
2. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.

L. LEGAL ACTIONS: No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after five (5) years from the time written proof of loss is required to be furnished.

NOTICE TO POLICYHOLDERS

We are here to serve you... as our policyholder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in timely fashion.

If you are not satisfied... do not hesitate to contact the insurance company or agent to resolve your problem. Please write or call:

National Guardian Life Insurance Company
c/o TPA Name
TPA Address
TPA Toll Free Number

Should you feel you are not being treated fairly, we want you to know you may contact the Florida Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance. To contact the Department, write or call:

Florida Department of Insurance
200 East Gaines Street
Larson Building
Tallahassee, FL 32399-0300
1-850-488-6581



NGL Insurance Group Privacy Notice

National Guardian Life Insurance Company

Settlers Life Insurance Company

The listed companies of the NGL Insurance Group (or “NGL”) are committed to protecting the privacy of the personal information we receive (“Information”) about you. By choosing to do business with us, you have placed your trust in us and we take this responsibility very seriously. This notice states our privacy practices. Our pledge to you is “your privacy is our priority.”

Why We Collect and How We Use Information:

When you apply to any of our insurance companies for any product or service, you disclose to us a certain amount of Information about yourself. We collect only Information necessary or relevant to our business. We use the Information to evaluate, process and service your request for products and services and to offer you other NGL products or services.

Types of Information We Collect:

We collect most Information directly from you on applications or from other communications with you during the application process.

Types of Information we could collect include, but are not limited to:

- name
- address
- age
- social security number
- beneficiary information
- other insurance coverage
- health information
- financial information
- occupation
- hobbies
- other personal characteristics

We also may keep Information about your transactions with us:

- types of products you buy
- your premium amount
- your account balances
- your payment history

Additional Information is received from:

- medical personnel
- medical institutions
- Medical Information Bureau (MIB, Inc.)
- other insurance companies
- agents
- employers
- public records
- consumer reporting agencies

How We Disclose Your Information:

Your Information as described above may be disclosed as permitted by law to our affiliates and nonaffiliated third parties. These disclosures include, but are not limited to the following purposes:

- To assess eligibility for insurance, benefits or payments
- To process and service your requests for our products and services
- To collect premium, pay benefits and perform other claims administration
- To print and mail communications from us such as policy statements
- For audit or research purposes

- To respond to requests from law enforcement authorities or other government authority as required by law
- To resolve grievances
- To find or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance issue

NGL also may disclose your Information as permitted by law to our affiliates without prior authorization in order to offer you other NGL products or services. The law does not allow you to restrict such disclosures.

Except for the above disclosures or as authorized by you with respect to your Information, NGL does not share Information about our customers or former customers with nonaffiliated third parties. Further, when Information is disclosed to any nonaffiliated third parties as permitted by law, we require that they agree to our privacy standards. Please note that Information we get from a report prepared by an insurance support organization may be retained by that insurance support organization and used for other purposes.

Access to and Correction of Your Information:

You have the right to access and correct your Information that we have on file. Generally, upon your written request, we will make your Information available for your review. Information collected in connection with or in anticipation of a claim or legal proceeding need not be disclosed to you.

If you notify us that your Information should be corrected, amended or deleted, we will review it. We will either make the requested change or explain our refusal to do so. If we do not make the requested change, you may submit a short written statement of dispute, which we will include in any future disclosure of Information. For a more detailed explanation of these rights to access and correction, please send us a written request.

Massachusetts Policyholders: You will be notified in writing of any adverse underwriting decisions, including the specific reason the adverse decision was made.

How We Protect Your Information:

NGL has developed strong security measures to guard the Information of our customers.

We restrict access to your Information to designated personnel or service providers who administer or offer our products or services, or who may be responsible for maintaining Information security practices.

We maintain physical, electronic and procedural safeguards that comply with applicable laws to protect your Information.

Please keep a copy of this notice with your important papers. Additional copies of this notice are available upon written or verbal request. This notice is also available on NGL’s website, www.nglic.com.

NATIONAL GUARDIAN LIFE INSURANCE COMPANY
Two East Gilman Street, PO Box 1191, Madison, Wisconsin 53701

AMENDMENT
AGE LIMITS FOR COVERED DEPENDENT CHILDREN

Attached to Policy/Certificate No.: NVAI8762

The Policy/ Certificate to which this Amendment is attached are amended as follows, unless already so stated:

Extension of Age Limit for Covered Dependent Children:

Coverage for any Covered Dependent child may be extended beyond any limiting age stated in the Policy/Certificate. This extension is available for any child, regardless of student status. Such coverage may be extended until the last day of the Calendar Year in which the child attains the age of 26.

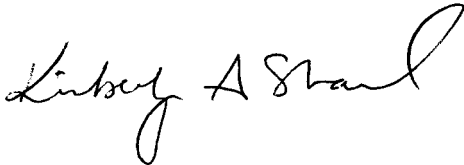
(The limiting age will not apply to a child who, at the time of the limiting age, is incapable of self-support by reason of mental retardation, mental illness or disorder or physical handicap, provided the incapacitated child is unmarried and dependent on an individual insured under the Policy/Certificate.)

To extend coverage for a Covered Dependent to age 26 You must send Us a written notice of Your request and pay any additional required premium.

This Endorsement takes effect on January 1, 2016, and expires on the same date as the policy/certificate to which it is attached.

There are no other changes to the policy/certificate.

In witness whereof, the Company has caused this Amendment to be signed by its President and Secretary.



Secretary



President