

**IMPORTANT INFORMATION TO POLICYHOLDERS OR CERTIFICATE HOLDERS**

In the event you need to contact someone about this Policy or Certificate for any reason please contact your agent. If you have additional questions you may contact the insurance administrator administering this Policy or Certificate at the following address and toll-free telephone number:

**Davis Vision**

**159 Express Street, Plainview, NY 11803**

**Telephone Number: 1-800-328-4728**

If you have further questions you may contact the insurance company issuing this Policy or Certificate at the following address and toll-free telephone number:

**HM Life Insurance Company**

**P.O. Box 535061, Pittsburgh, PA 15235-5061**

**Telephone Number: 1-800-328-5433**

If you have been unable to contact or obtain satisfaction from the administrator, the company or your agent, you may contact the Virginia Bureau of Insurance at:

**Life and Health Division**

**P.O. Box 1157, Henrico, VA 23218**

**In state toll-free calls: 1-800-552-7945**

**Out-of-state calls: 1-877-310-6560**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, the administrator, the company or the Bureau of Insurance, have your Policy number available.

**HM Life Insurance Company**  
**120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222**  
**1-800-328-5433**

**HM Life Insurance Company** certifies that you will be insured under the Policy Number issued to the Policyholder named below during the time, in the manner, and for the amounts provided in the Policy.



**President**

<b>POLICYHOLDER</b>	Council of Independent Colleges In Virginia Benefits Consortium, Inc.
<b>POLICY EFFECTIVE DATE:</b>	January 1, 2012
<b>CERTIFICATE EFFECTIVE DATE:</b>	January 1, 2012
<b>STATE OF ISSUE:</b>	Virginia

Your coverage under the Policy **HM Life Insurance Company** issued to the Policyholder is shown in this Certificate. If your coverage is changed by an amendment to the Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

**PLEASE READ THIS CERTIFICATE CAREFULLY**

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Employee; "we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

**GROUP VISION POLICY • NON-PARTICIPATING**

THE POLICY PROVIDES LIMITED BENEFITS

**Questions or Comments**

We want to hear from you. If you have any questions about this Certificate, its benefits, the filing of claims, a complaint or a compliment, write to us at the address on the front of this Certificate. We thank you for your loyal patronage

**ADMINISTERED BY**

Davis Vision, 159 Express Street, Plainview, NY 11803  
For Customer Service Call: 800-328-4728

NOTICE OF  
PROTECTION PROVIDED BY  
VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Virginia Life, Accident and Sickness Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or health insurance company licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - o \$300,000 in death benefits
  - o \$100,000 in cash surrender or withdrawal values
  
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - o \$300,000 in disability [income] insurance benefits
  - o \$300,000 in long-term care insurance benefits
  - o \$100,000 in other types of health insurance benefits
  
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000, except for hospital, medical and surgical insurance benefits, for which the limit is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association’s website at [www.valifega.org](http://www.valifega.org) or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION  
c/o APM Management Services, Inc.  
8001 Franklin Farms Drive, Suite 235  
Henrico, VA 23229  
804-282-2240

STATE CORPORATION COMMISSION  
Bureau of Insurance  
P. O. Box 1157  
Richmond, VA 23218  
804-371-9741  
Toll Free Virginia only: 1-800-552-7945  
<http://www.scc.virginia.gov/division/boi/index.htm>

**Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.**

## TABLE OF CONTENTS

INTRODUCTION.....	5
WAITING PERIOD.....	5
MEMBERS.....	5
SCHEDULE OF BENEFITS.....	5
DEFINITIONS.....	9
ELIGIBILITY REQUIREMENT.....	14
EFFECTIVE DATE.....	15
APPLYING FOR COVERAGE.....	15
LATE ENTRANTS.....	15
TERMINATION OF INSURANCE.....	16
CONTINUATION.....	17
REINSTATEMENT.....	17
EXCLUSIONS.....	18
CLAIM PROVISIONS.....	18
ADMINISTRATIVE PROVISIONS.....	20
GENERAL PROVISIONS.....	21

## INTRODUCTION

Subject to the terms and condition of the Policy, we agree to provide the Vision Insurance Benefits described in this Certificate in consideration of the Policyholder's remittance of the premium when due, or if you are being billed directly your payment of the required premium when due.

This Certificate is intended to be read in its entirety. In order to understand how benefits are calculated and all the conditions, exclusions and limitations applicable to its benefits, please read all the provisions in this Certificate carefully.

## WAITING PERIOD

The Waiting Period is the period of time following that must elapse from the date you are hired before you or your Dependents are eligible for a benefit payment under the Policy. This period is determined by the Policyholder's personnel practices. We will not pay benefits services, supplies or a treatment received during the Waiting Period.

If your coverage ends you may have to satisfy a new waiting period in order to become insured again under the Policy. See *Reinstatement* for exceptions.

## MEMBERS

Employee  
Partner  
Children

## SCHEDULE OF BENEFITS

Benefits are payable per Member. No benefits are payable for any Member until you have completed the Waiting Period.

A Member may use the Provider of their choice. There are two types of Providers - those that are part of the Network (In-Network Providers) and those that are not part of the Network (Out-of-Network Providers).

When services or materials are received from a Provider who is part of the Network, you are responsible for:

1. The Copayment, if a cash payment is due the Provider; or
2. The difference between the Allowance plus any negotiated Discount and the Scheduled Fee - we will pay the dollar amount of the Allowance, or the Provider's actual charge, if less; or
3. The difference between any Negotiated Discount and the Scheduled Fee.

Benefits for services or materials received from a Provider outside of the Network are shown in terms of the dollar amount we will reimburse you for that service or material, not the total amount you are responsible for. If you use an Out-of-Network Provider your total responsibility is the difference between the Reimbursement and the total amount charged by the Provider - we will pay the dollar amount of the Reimbursement for that service or material or the Provider's actual charge if less.

You will not be paid a separate benefit, charged an additional Copayment or incur any additional cost for any Covered Service listed as "Included".

If a Covered Expense is not available through an In-Network Provider within 50 miles of your residence, any Covered Expense incurred from an Out-of-Network Provider will be reimbursed as though they were received from an In-Network Provider.

	<b>Frequency</b>
<b>Designer Plan</b>	
Exam	Once every calendar year
Eyeglasses (frames and spectacle lenses)	
Spectacle Lenses	Once every calendar year
Frame	Once every other calendar year
Contact Lenses (in lieu of Eyeglasses)	Once every calendar year

<b>Covered Service</b>	<b>In-Network Benefits</b>
<b>Exam</b>	\$15 Copayment
<b>Eyeglasses</b>	
Frames	
Collection Frame (in lieu of Allowance and Discount for a Non-Collection Frame)	
Fashion Frame Collection	Paid in Full
Designer Frame Collection	Paid in Full
Premier Frame Collection	\$25 Copayment
Non-Collection Frame	\$130 Allowance plus an additional 20% Discount on any overage
Spectacle Lenses (per pair)	
Single Vision Lenses	\$15 Copayment
Bifocal Lenses	\$15 Copayment
Trifocal Lenses	\$15 Copayment
Lenticular Lenses	\$15 Copayment
<b>Contact Lenses (per pair)</b>	
Collection Contact Lenses - (in lieu of Allowance and Discount for Non-Collection Contact Lens)	Paid in Full
Non-Collection Contact Lenses	\$130 Allowance plus an additional 15% Discount on any overage
Medically Necessary Contact Lenses (with prior approval)	Paid in Full
Contact lens evaluation, fitting services, follow-up care	
Collection Contact Lenses	Included
Non-Collection Contact Lenses	15% Discount
<b>All Ranges of Prescriptions and sizes</b>	Included
<b>Plastic Lenses</b>	Included
<b>Oversize Lenses</b>	Included

There is an additional cost for the following Lens Options; other lens options, powers and frames may require an additional cost.

<b>Lens Options (per pair)</b>	
Fashion and gradient tinting of plastic lenses	Included
Glass-Grey #3 prescription sunglass lenses	Not Applicable
Ultraviolet Coating	\$12 Copayment
Scratch Resistant Coating	Included
Polycarbonate Lenses	Either Paid in Full or \$30 Copayment
Blended Segment Lenses	Not Applicable
Intermediate Vision Lenses	\$30 Copayment
Standard Progressive Lenses	\$50 Copayment
Premium Progressive Lens	\$90 Copayment
Photochromic Glass Lenses	Not Applicable
Plastic Photosensitive Lenses	\$65 Copayment
Polarized Lenses	\$75 Copayment
Standard Anti-Reflective (AR) Coating	\$35 Copayment
Premium Anti-Reflective (AR) Coating	\$48 Copayment
Ultra Anti-Reflective (AR) Coating	\$60 Copayment
Hi-Index Lenses	\$55 Copayment
Scratch Protection Plan – Single Vision Lenses	\$20 Copayment
Scratch Protection Plan – Multifocal	\$40 Copayment

<b>Covered Service</b>	<b>Out-of-Network Benefits</b>
<b>Exam</b>	\$35 Reimbursement
<b>Eyeglasses</b>	
Frames	\$45 Reimbursement
Spectacle Lenses (per pair)	
Single Vision Lenses	\$25 Reimbursement
Bifocal Lenses	\$35 Reimbursement
Trifocal Lenses	\$45 Reimbursement
Lenticular Lenses	\$55 Reimbursement
<b>Contact Lenses</b> (per pair – in lieu of eyeglasses)	
Soft, Standard, Daily Wear, Disposable, Planned Replacement and Specialty	\$105 Reimbursement
Medically Necessary Contact Lenses (with prior approval)	\$210 Reimbursement
Contact lens evaluation, fitting and follow-up care	Not Applicable

No additional discounts are available on frames or contact lenses purchased at Wal-Mart or Sam's Club.

Polycarbonate lenses are covered in full for dependent children, monocular patients, and patients with prescriptions  $\geq$  +/- 6.00 diopters.

Exam or Eye Examination includes (but is not limited to)-

- Case history - chief complaint, eye and vision history, medical history;
- Entrance distance acuities;
- External ocular evaluation including slit lamp examination;

- Internal ocular examination;
- Tonometry;
- Distance refraction - objective and subjective;
- Binocular coordination and ocular motility evaluation;
- Evaluation of pupillary function;
- Biomicroscopy;
- Gross visual fields;
- Assessment and plan;
- Advising the Member on matters pertaining to vision care;
- Form completion - school, motor vehicle, etc.; and
- A Dilated Fundus Examination (DFE) (diagnostic procedure used in the detection and management of diabetes, glaucoma, hypertension and other ocular and/or systemic diseases) when Professionally Indicated.

In-Network Providers that do not display the frame Collection, or have the contact lens Collection available will apply the Allowance towards non-collection frame or non-collection contacts.

The contact lens Collection is available at most participating independent provider offices. The contact lens Collection includes:

- Two boxes of Planned Replacement Contact Lenses; or
- Four boxes of Disposable Contact Lenses.

Medically necessary contact lenses are subject to prior approval and are limited to one pair of lenses per Frequency of Use Period unless a subsequent eye examination shows a prescription change that qualifies for another lens or lenses due to medical necessity. You or your attending Provider must send a completed request to the Administrator for medically necessary contact lenses before the lenses are dispensed initially or due to a change in prescription. Any amount due over an Allowance for such lenses is the Member's responsibility. If you do not obtain approval for medically necessary contact lenses initially or due to a prescription change the entire charge is your responsibility. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

### Low Vision Coverage

Covered Service	In-Network	Out-of-Network
Comprehensive Evaluation		
Frequency	One comprehensive evaluation every 60 months (includes four follow-up visits in that period)	One comprehensive evaluation every 60 months (includes four follow-up visits in that period)
Maximum per Evaluation	\$300 Allowance	\$300 Reimbursement
Maximum per Follow-up Visit	\$100 Allowance	\$100 Reimbursement
Maximum per Aid	\$600 Allowance	\$600 Reimbursement
Lifetime Maximum for all Aids	\$1200 Allowance	\$1200 Reimbursement

Low vision is a significant loss of vision but not total blindness. Ophthalmologists and optometrists specializing in low-vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the Member's remaining useable vision.

A comprehensive low vision evaluation is performed in addition to an eye examination when the eye examination indicates a need for such an evaluation. This supplemental evaluation includes a history of functional difficulties that involves daily activities. The result of this evaluation may include prescription of various treatment options, including low vision aids, as well as assist the Member with identifying other resources for vision and lifestyle rehabilitation.

The Low Vision Program is subject to prior approval. The Member or the attending Provider must send a completed request to the Administrator prior to the initial evaluation. Once approved, a Member is eligible for a comprehensive low vision evaluation and four follow-up visits every 60 months up to the maximum for such evaluation and visits shown above. Low vision aids will be provided as prescribed up to the maximum per aid, subject to the lifetime maximum for all aids shown above.

If the required approval is not obtained, no benefits will be paid for any such evaluation, follow-up visits or aids and the entire charge for such services or supplies will be the Member's responsibility.

### Laser Vision Correction

Covered Service	In-Network Benefits
Discount	20% OR 25% off the Provider's Usual and Customary Charge (or receive an additional 5% discount on any advertised specials, or the Provider's actual charge, whichever is lower)
<b>Out-of Network</b>	Member is responsible for the entire cost

Laser vision correction is a surgical procedure to correct vision problems such as nearsightedness, farsightedness and astigmatism. Such procedures include Laser Epithelial Keratomileusis (LASEK), Laser In Situ Keratomileusis) LASIK and Photorefractive Keratectomy (PRK).

To receive the In-Network Discount approval must be obtained prior to surgery; the Member or the attending Provider must send a completed request to the Administrator prior to the initial evaluation. If the required approval is not obtained the entire charge for such services will be the Member's responsibility.

Laser Vision Surgery from an In-Network Provider must be obtained within six months of the preoperative examination. If a Member does not obtain the surgery within this time period and another pre-operative examination is necessary the cost of that examination is his responsibility.

### Replacement Contact Lens Program

A Member is eligible for Davis Vision's contact lens replacement program. This mail-order program, Lens 1-2-3!<sup>®</sup>, provides a discount on contact lens replacement materials. To take advantage of this service either call 1-800-LENS123 or visit [www.lens123.com](http://www.lens123.com) with a current prescription.

### Ancillary Product Discount

A Member will receive up to a 20% courtesy discount from most In-Network Providers. This discount applies to the purchase of items that the Policy either does not cover or which you are currently not eligible for. At Wal-Mart or Sam's Club locations a Member will receive the full allowances toward Wal-Mart's or Sam's Club's everyday low prices. No additional discounts are available at Wal-Mart or Sam's Club locations.

## DEFINITIONS

Please note that certain words used in this certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our, the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

**Allowance** means a flat dollar amount payable under the Policy towards a Covered Expense from an In-Network Provider. Allowances are shown in the *Schedule of Benefits*. If the Providers charge is less than the Allowance we will only pay up to the Providers charge.

**Child or Children** mean any person described below who is:

- Child. A child up to the end of the Plan Year when such child attains age 26, who is:
  - A natural child;
  - A legally adopted child, which shall be defined as a child adopted or placed for adoption with the Employee or the Employee's spouse. The child's placement for adoption ends upon the termination of the legal obligation;
  - A stepchild;
  - A child of an Employee required to be covered in accordance with applicable requirements of any Qualified Medical Child Support Order as defined by ERISA Section 609; or
  - A child with proof of legal guardianship for whom the Employee or the Employee's spouse is the court-appointed legal guardian.
- Disabled Child. Coverage will be extended for a child after the end of the Plan Year in which such child attains age 26, and who meet the eligibility requirements, are mentally or physically incapable of earning a living and who are chiefly Dependent upon the Employee or the Employee's spouse for Support and maintenance, provided that: the onset of such incapacity occurred prior to the end of the Plan Year in which such child attained age 26, proof of such incapacity is furnished to the Plan by the Employee upon enrollment of the Dependent or at the onset of the Dependent child's incapacity prior to the end of the Plan Year in which such child attains age 26 and from time to time as requested by the Plan.

This extension will continue until the earliest of:

- The date he or she ceases to be eligible for reasons other than age;
- The date he or she ceases to be incapacitated;
- The 31<sup>st</sup> day after failure to provide additional proof of his or her incapacity following a request from the Plan for such proof; or
- The date the Plan is terminated or discontinued for any or no reason, with or without notice.

In addition to the above limitations, Dependent does not include:

- The spouse or child if on active duty in the Armed Forces of any country;
- A grandchild of the Employee or the Employee's Spouse, unless either is named the legal guardian of the child.

For purposes of coverage under this Plan, if both parents are Employees, a Dependent shall only be covered as a Dependent under this Plan by one parent.

**Certificate** means the document issued for delivery to the Member that lists the benefits, conditions and limits of the Policy.

**Collection** means Davis Vision's frame or Contact Lens Collection shown in the Schedule of Benefits.

**Copayment** means the amount a Member is required to pay to the Provider prior to an eye examination or toward the cost of Materials. Copayments, if applicable, are shown in the *Schedule of Benefits*.

**Covered Expense** means the benefits listed in the *Schedule of Benefits*. The term “Covered Expense” or “Covered Expenses” does not include:

1. Any services or materials that are not listed in the *Schedule of Benefits*; or
2. Any services or materials shown as “Not Available” or “Member is responsible for the entire cost” in the *Schedule of Benefits*; or
3. An additional exam, frame, pair of spectacle lenses or contact lenses for which you have already received either an “In-Network Benefit” or an “Out-of-Network Benefit” during any one Frequency period; or
4. More than one type of contact lens at a time during any one Frequency period; or
5. The fitting and follow-up care or adjustments to eyeglasses (frames and spectacle lenses - including Additional In-Network Items) or contact lenses (including evaluation, fitting and follow-up care) if vision correction is not recommended by a Provider following an eye examination.

**Dependent or Dependents** means an Employee’s:

1. Partner; or
2. Child.

**Discount** means the percentage that an In-Network Provider has agreed to reduce his charge by for the requested service, material or procedure. Discounts are shown in the *Schedule of Benefits*. Discounted vision services, materials, supplies and treatments described in the *Schedule of Benefits* are not underwritten by us.

**Domestic Partner** (if covered by your Employer) means a person of the same or opposite sex who:

1. Is not married or legally separated;
2. Is not currently registered in a domestic partnership with a different Domestic Partner;
3. Occupies the same residence as the Employee;
4. Has not entered into a Domestic Partnership Arrangement that is temporary, social, political, commercial or economic in nature; and
5. Has entered into a Domestic Partnership Arrangement with the Employee.

**Domestic Partnership Arrangement** means the Employee and another person of the same or opposite sex has the following in common (documentation may be requested to the extent allowed by the city, county or state in which you reside):

1. Joint lease, mortgage or deed; and
2. Shared household expenses.

**Eligible Retiree** means each Employee who is a participant in the Plan during the 3 month period immediately prior to retirement from the Employer, was Actively at Work on the day prior to retirement, meets both a minimum age of 55 years and a minimum service of 10 years of continuous service as an Employee with the Employer, and the sum of such Employee’s age and years of service is at least 70.

**Employee** means

- An Employee regularly scheduled to work at a position for a minimum of 75% of a full time Employee load as defined by the Employer **and** shall not be less than 30 hours per week or 1,360 per year;
- A faculty member under an academic year contract for a minimum 75% of a full time teaching load, or equivalent, during the academic year with the Employer;
- An Employee that participates in either a “phased retirement” or “flexible retirement” program as defined by the Employer;
- An Employee on an Approved Leave of Absence;
- An Employee on an Approved Sabbatical; or
- An Employee on an Approved Disability Leave.

The term **Employee** shall not include

- Leased employees;
- Collectively bargained employees, unless an agreement between the Employer and the collectively bargained group specifies coverage for such individuals;
- Temporary employees;
- A member of the Employer’s board of directors, an owner, partner or officer unless engaged in the conduct of the business on a full time basis;
- An independent contractor or consultant who is paid on other than a regular wage or salary by the Employer;
- A student employee;
- Adjunct faculty; or
- Part time lecturer.

**Part Time Employee** means:

- An employee regularly scheduled to work at a position for a minimum of 1,000 hours per year or equivalent, but less than the required number of hours to meet the definition of an Employee; or
- A faculty member under an academic year contract teaching at least 50% of a full teaching load, or equivalent, but less than the required teaching load to meet the definition of an Employee, as determined by the Employer.

The term Part Time Employee shall not include:

- Leased Employees;
- Collectively bargained Employees, unless an agreement between the Employer and the collectively bargained group specifies coverage for such individuals;
- Temporary Employees;

- A member of the Employer's board of directors, an owner, partner or officer unless engaged in the conduct of the business on a full time basis;
- An independent contractor or consultant who is paid on other than a regular wage or salary by the Employer;
- A student Employee;
- Adjunct faculty; or
- Part time lecturer.

A Part Time Employee must properly enroll, continuously meet the requirements for the eligibility and pay the required contributions on a timely basis.

**Employer** means an institutional member of the Council of Independent Colleges in Virginia Benefits Consortium, Inc. Register.

**Enrollment Period** means a period of time agreed upon by the Policyholder and us or our authorized representative during which an Employee may apply for Insurance.

**Frequency** means the time period shown in the *Schedule of Benefits* during which you are eligible for the Covered Expenses shown in the *Schedule of Benefits*.

**He, him or his** means an individual, male or female.

**Included** means the Covered Service shown in the *Schedule of Benefits* is considered part of the applicable benefit description – you not be paid a separate benefit or charged an additional Copayment for any item listed as “Included”.

**In-Network Provider** means a Provider who has entered into a contract with us or our authorized representative to provide eye examinations and/or materials on a Scheduled Fee basis. These Providers are part of our or our authorized representatives Network.

**Insurance means** the group vision care Insurance provided to you and your Dependents, if any, under the Policy.

**Life Event** means one of the following: (1) your marriage or divorce; (2) the death of your spouse or partner; (3) the birth or adoption of your Child; (4) the death of your Child; (5) a change in the employment status of your spouse or partner; or (6) a change in your employment status.

**Materials** means frames and lenses provided to a Member for ophthalmic correction under the terms and conditions of the Policy.

**Member or Members** means an eligible Employee or Eligible Retiree or an eligible Dependent for whom an enrollment form has been accepted by us and for whom coverage under the Policy remains in force. The types of Members insured under the Policy are shown under *Members*. For example, if “Employee” is shown we insure all eligible Employees, if “Partner” is shown we insure the Employee's eligible Partner, and if “Children” is shown we insure all eligible Children.

**Member's Price** means the dollar amount that an In-Network Provider has agreed to accept for the requested service, material or procedure. The Member's Price is shown in the *Schedule of Benefits*.

**Network** means a group of Providers who have entered into a contract with us or our authorized representative to provide eye examinations and/or materials on a Scheduled Fee basis. Available Networks are shown in the *Schedule of Benefits*.

**Out-of-Network Provider** means Providers of optometric services who have *not* entered into a contract with us or our authorized representative to provide vision care services.

**Paid in Full** means you will not be responsible for any out of pocket expenses for the Covered Service.

**Partner** means your Spouse or Domestic Partner.

**Professionally Indicated** means a service, supply or treatment which is:

1. Ordered by a Provider;
2. Required for treatment or management of a medical condition or symptom;
3. Provided in accordance with approved and generally accepted medical and surgical practice.

**Provider** means a practitioner who is a legally qualified professional providing eye examinations, refractive and/or post-refractive services and surgery within the scope of their license. This term includes an ophthalmologist, an optometrist, an optician or a surgeon recognized as such in accordance with the laws of the State in which the services are provided. The Policy recognizes two categories of Providers; In-Network Providers and Out-of-Network Providers. Refer to these definitions for further information.

This term does not include:

1. A person employed or retained by the Policyholder;
2. A person living in the Member's household; or
3. A parent, sibling, spouse, domestic partner or Child of the Member.

**Policyholder** means the entity shown on the cover page of this Certificate.

**Reimbursement** means a flat dollar amount payable under the Policy towards a Covered Expense from an Out-of-Network Provider. Reimbursement levels are shown in the *Schedule of Benefits*. If the Providers charge is less than the Reimbursement we will only pay up to the Providers charge.

**Scheduled Fee** means the amount negotiated between an In-Network Provider and us or our authorized representative as full payment for a Covered Expense shown in the *Schedule of Benefits* received or purchased by a Member.

**Spouse** means the legally recognized spouse of an Employee provided that a spouse is legally separated or divorced from the Employee shall not be a Dependent except for purposes of COBRA Continuation Coverage.

**Usual and Customary Charge** means that portion of a charge, as determined by us, made by a Provider for a Covered Expense shown in the *Schedule of Benefits* which does not exceed the lesser of:

1. The customary charge made by other Providers rendering or furnishing such care, treatment or supplies within the same geographic area; or
2. The usual charge the Provider most frequently makes to patients for the same service.

We will base our determination of the customary charges within a geographical area on a study or survey done to determine such charges. Consideration will be given to the nature and severity of the condition being treated including any complications which require additional time, skill, treatment or expertise.

#### **ELIGIBILITY REQUIREMENT MEMBERS**

You are eligible for coverage under the Policy provided:

1. You meet the applicable definition shown in *Definitions*; and

2. You have completed the Waiting Period, if any, shown in the *Schedule of Benefits*.

Your Dependents are eligible for coverage under the Policy provided both you and your Dependents meet the applicable definition shown in *Definitions*.

No person is eligible for Insurance under the Policy as both an Employee and Dependent at the same time. If both are eligible as an Employee one but not both may elect Dependent coverage.

### **EFFECTIVE DATE**

Your insurance and your eligible Dependent's insurance is effective on the later of the first day of the month following the date:

1. A completed enrollment form, if any, is submitted for the person or persons to be insured and we approve that form; and
2. The required contribution for the person or persons to be insured has been submitted by your Employer or the required premium for the person or persons to be insured has been paid by you.

A newborn Dependent child is automatically covered from birth provided we receive notification within 60 days after the birth of the newborn.

A child adopted by you or your Partner, or placed for adoption with, or who is a party in a suit for adoption with you or your Partner is covered automatically provided we receive notification:

1. If a newborn within 60 days after the child's birth; or
2. If not a newborn within 60 days after the date of adoption, date of placement for adoption or the date the child becomes a party in a suit for adoption by you or your Partner.

A child required to be provided coverage by you or your Partner under the terms of a Qualified Medical Child Support Order (QMCSO) is covered automatically from the date stipulated in the judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609a).

### **APPLYING FOR COVERAGE**

You may only apply for coverage on yourself or your Dependents during the following periods:

1. Within 31 days after the date you are or your Dependent is first eligible for coverage;
2. During an Enrollment Period; or
3. Within 31 days of a Life Event.

You cannot apply for coverage on yourself or your Dependents at any other time. If you do not enroll yourself or your Dependent when *first eligible* you and/or your Dependents will be considered a Late Entrant.

### **LATE ENTRANTS**

A person who meets the *Eligibility Requirement* will be considered a late entrant if the Employee:

1. Does not apply for his insurance or the Dependent's insurance within 31 days of the date he or that Dependent is *first eligible*; or
2. Elects coverage on himself and/or his Dependents within 31 days of the date he or that Dependent is *first eligible* and subsequently voids such coverage within that time period.

An Employee that meets the *Eligibility Requirement* is *first* eligible of the Effective Date of the Policy or the date he is hired by the Policyholder, if later.

A Partner that meets the *Eligibility Requirement* is *first* eligible on the Effective Date of the Policy or the date the Employee is hired by the Policyholder, if later; or the date the Employee and Spouse are married, or the date the Employee and Domestic Partner enter into a Domestic Partnership Arrangement, if later.

A Child that meets the *Eligibility Requirement* is *first* eligible on the Effective Date of the Policy, or the date of the child's birth or the date the Employee otherwise acquires the child, if later.

If an Employee does not apply for his insurance or Dependents insurance when he or his Dependent is *first* eligible he must wait until the Policyholder's next Enrollment Period or a Change in Family Status to enroll himself or his Dependents. Coverage for any late entrant who applies for coverage during an Enrollment Period or following a change in Family Status will become effective on the later of the first day of the month following the end of the Enrollment Period or the date he enrolls due to a Change in Family Status provided:

1. A completed enrollment form, if any, is submitted for the person or persons to be insured and we approve that form; and
2. The required contribution for the person or persons to be insured has been submitted by your Employer or the required premium for the person or persons to be insured has been paid.

#### **TERMINATION OF INSURANCE**

Please read the *Continuation of Insurance* section of this Policy for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Member will end on the earliest date below:

1. The last day of the month following the date this Policy or insurance for a Covered Class is terminated; or
2. The last day of the month following the date the Member is no longer in a Covered Class or satisfies eligibility requirements under this Policy; or
3. With respect to a Child the last day of the month following the date the Child is no longer in a Covered Class or satisfies eligibility requirements under this Policy; or
4. The last day of the last period for which premium is paid; or
5. The day he reports for active duty in the armed forces of the United States or any other country; or
6. The end of any period of continuation, as provided in the *Continuation of Coverage*; or
7. With respect to a Spouse or Domestic Partner, the last day of the month following the date of the death of the Employee or the last day of the month following the date of divorce from the Employee, or termination of a Domestic Partnership Arrangement.

Termination will not affect a claim for benefits incurred while coverage was in effect.

## CONTINUATION

### 1. Family and Medical Leave

Your coverage and your Dependents coverage may be continued during absences for family or medical leave. If you are on a family or medical leave of absence coverage will continue provided any required premium is paid when due and the Policyholder has approved the leave in writing. Coverage will be continued for up to the greater of the leave period required by the federal Family and Medical Leave Act or the leave period required by applicable state law.

### 2. Military Leave

If you or one of your Dependents is called upon to serve in the armed forces of the United States that person's coverage will be continued during such absence until he reports for active duty. Coverage continued during a military leave of absence is subject to notifying your Employer of such leave in writing and continued payment of any required premium when due.

### 3. Other Layoff or Leave of Absence

If you are temporarily laid off or given a leave of absence, other than a military leave or a family or medical leave, your coverage and your Dependents coverage may be continued provided any required premium is paid when due and your Employer has approved the leave in writing.

Temporary layoff or leave of absence means you are temporarily absent from work for the period of time that has been agreed to in advance in writing by your Employer. Normal vacation time is not considered a temporary layoff off or leave of absence.

### 4. COBRA

In general, the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers, (other than certain church employers) who normally employ at least 20 or more employees in the prior calendar year, to temporarily extend their health care coverage to certain categories of employees and their dependents when, due to certain "qualifying events," they are no longer eligible for group coverage. Contact the Policyholder for more information about COBRA and the events that may allow you or your dependents to temporarily extend vision coverage.

## REINSTATEMENT

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

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

If insurance ends because you failed to make any required premium payment when due, you must wait until the next Enrollment Period to re-enroll.

## EXCLUSIONS

Benefits will not be paid for and the term "Covered Expenses" will not include charges:

1. For any Covered Expense not shown in the Schedule of Benefits.
2. For eye examinations required by an employer as a condition of employment except, as otherwise provided under the Occupational and Safety Program.
3. For services or materials provided in connection with special procedures such as orthoptics and visual training, or in connection with medical or surgical treatment (including laser vision correction) except as provided herein.
4. For lenses which do not provide vision correction, except as provided herein.
5. For charges for the replacement of lost or stolen lenses or frames.
6. For services or supplies furnished to a Member before the effective date of his Insurance under the Policy or after the date a Member's Insurance ends.
7. For services rendered by practitioners who do not meet the definition of Provider.
8. For expenses covered by any other group insurance.
9. For expenses covered by a health maintenance organization or hospital or medical services prepayment plan available through an employer, union or association.
11. For any expenses covered by any union welfare plan or governmental program or a plan required by law.
12. For medically necessary contact lenses prescribed for a Member for which prior approval was not obtained from us or our authorized representative.
13. For laser vision correction for which prior approval was not obtained from us or our authorized representative.

## CLAIM PROVISIONS

### In-Network

A Member must contact an In-Network Provider before receiving services for a Covered Expense. The In-Network Provider will verify his eligibility for Covered Expenses with us or our authorized representative before the examination takes place. The Provider will submit Member's claim directly to us or our authorized representative.

### Out-of-Network

When a Member uses an Out-of-Network Provider he must first pay the billed charge and then submit a claim; assignment is not permitted.

1. Notice of Claim - written or authorized electronic/telephonic notice of claim must be given to us within 20 days after a Covered Expense is incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized representative. Notice should include the Policyholder's name and the Member's name, address, Policy and Policy Number.

2. Claim Forms - we will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not provided within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in the Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.
3. Proof of Loss - written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized representative within 90 days of the loss for which claim is made.

If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

4. Payment of Claims - we will pay benefits due under the Policy for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

All benefits will be paid in United States currency. All benefits payable under the Policy, unless otherwise stated, will be payable to the Member or to his estate.

If we are to pay benefits to the Member's estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage that we believe is equitably entitled. Any payment made by us in good faith pursuant to this provision will fully discharge us to the extent of such payment and release us from all liability to the extent of such payment.

## **Review**

If the claim is wholly or partly denied, our notice will include:

1. Reasons for such denial;
2. Reference to specific certificate provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support your claim;
4. Information concerning your right to request that we review our decision; and
5. A description of our review procedures, time limits and notice of your right to bring civil action.

This request must be in writing and must be received by us no more than 180 days after you receive notice of our claim decision. As part of this review, you may:

1. Send us written comments;
2. Review any non-privileged information relating to your claim; or
3. Provide us with other information or proof in support of your claim.

We will review your claim promptly after receiving your request. We will advise you of the results of our review within 60 days after we receive your request, or within 120 days if there are special circumstances that require more time (such as the need to hold a hearing). Our decision will be in writing and will include reference to specific policy provisions, rules or guidelines on which the decision was based, and notice of your right to bring a civil action.

## **Claimant Cooperation**

Failure of a claimant to cooperate with us in the administration of the claim may result in termination of the claim.

Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Administration**

The Policyholder has given us the authority to review claims for the benefits provided by the Policy and for deciding appeals of denied claims. In this role we will have the authority, in our discretion, to interpret the terms of the Policy, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity will be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no responsibility with respect to the administration of the benefit provided by the Policy except as described above. It is understood that our sole liability to the Policyholder and Members under the Policy will be for the payment of benefits provided under the Policy.

We may contract with another entity to perform this function on our behalf.

### **Legal Actions**

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

### **Recovery of Overpayment**

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

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

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

## **ADMINISTRATIVE PROVISIONS**

If a premium is not paid when due, we will cancel the Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*. The Policyholder has the sole responsibility to notify Member's of such termination.

### **Contributions**

You may be required to contribute toward all or part of your and your Dependent's Insurance under the Policy. If so you must agree to:

1. Have all or a portion of the cost of both your Insurance and your Dependent's Insurance deducted from your pay; or
2. Remit all or a portion of the cost of both your Insurance and your Dependent's Insurance directly to the Policyholder; or
3. Remit the entire cost of both your Insurance and your Dependent's Insurance directly to us or our authorized representative. A Member may elect to pay any premium billed directly monthly, quarterly, semi-annually or annually.

## **Direct Billing**

If you are being billed directly you will receive a request for payment from us or our authorized representative on or before the premium due date. The premium due date will be shown on the request for payment. You should pay the amount due on or before the premium due date. Payment of the entire premium as it becomes due will maintain the Member's Insurance in force through the date immediately before the next premium due date.

There is a 31 day grace period for remittance of premium billed directly. If you do not pay the premium on or before the premium due date, you may pay the premium during this 31 day period. A Member's Insurance under the Group Policy will remain in force during the grace period. If premium is not remitted before the end of the grace period, the Member's Insurance will terminate automatically at 12:01 A.M. on the last day for which premium was paid.

Termination of a Member's Insurance for nonpayment of premiums billed directly will not influence a Member's right to a claim for benefits which arose prior to the termination. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of termination.

## **Reimbursement Requirement**

If your Insurance or your Dependent's Insurance terminates for any reason other than termination of the Policy at any time within the first 12 months coverage is in effect or prior to the end of the next Enrollment Period, if earlier, you may be asked to reimburse us for the difference between any premium you paid for your Insurance and your Dependent's Insurance up to the date of termination and the total premium otherwise due to the end of the first 12 months of coverage or the end of the next Enrollment Period, if earlier.

## **GENERAL PROVISIONS**

### **Assignment**

The rights and benefits under the Policy may be assigned under certain circumstances. Any Member that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information. We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Member's Insurance (including an assignment on a form furnished by us or by the Policyholder).

### **Incontestability**

All statements made by a Member are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his beneficiary or personal representative will be given a copy.

After two years from a Member's effective date of Insurance, or from the effective date of increased benefits, no such statement will cause Insurance or the increased benefits to be contested except for fraud.

### **Clerical Error**

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

### **Conformity with Statutes**

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

**Compensation Insurance**

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

**Physical Examination and Autopsy**

We at our own expense, have the right and opportunity to examine the Member when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.