

# **Constantia Hueck Foils: EyeMed Administration Guide**

GROUP CODE: 9778507

EFFECTIVE DATE: January 1, 2013

PLAN TYPE: Select Exam & Materials - Medium Option

MTHLY BILL RATES: Employee 4.56 / Employee + Spouse 8.64 / Employee + Child(ren) 9.08 /

**Family 13.36** 

# **Account Manager Contact Information**

Sarah Faulkner - Client Support Specialist

Phone: 866-912-9143 Fax: 513-492-4222

Email: Sfaulkne@eyemedvisioncare.com

### **PLAN DESIGN**

<u>Copay and Allowances:</u> \$10 Exam / \$25 Material Copay / \$120 Frame allowance / \$135 Contact Lens allowance <u>Frequency</u>: Exam and Lenses every 12 months, Frames every 24 months from Date of Service. Date of Service- For example: A member uses their exam benefit on January 10<sup>th</sup> of 2013, they will be eligible to use the benefit again January 10<sup>th</sup> of 2014.

#### Secondary Purchase Plan:

- Members receive a 40% discount on a complete pair of glasses, or a 20% discount on a partial pair, once the funded benefits have been used.
- Members receive a 15% discount on conventional contacts

<u>Out of Network</u>: When visiting an out of network provider, members will pay up-front and submit their receipts and an Out of Network Claim form to EyeMed:

OON Claims Address: EyeMed Claims PO BOX 8504 Mason, Ohio 45040

Fax: 866-293-7373

Email: oonclaims@eyemedvisioncare.com

<u>Lasik Benefit:</u> Members are entitled to a 15% discount off retail pricing or 5% off promotional pricing for Lasik or PRK Laser Vision Correction. Members need to call 877-552-7376 to locate a provider.

#### **MEMBER SERVICES**

<u>Prospective members:</u> Prospective members may visit our website <u>www.enrollwitheyemed.com/select</u> or call **1-866-299-1358** to locate providers in their area. Hours of operation:

Monday – Saturday: 8am – 11pm EST

Sunday: 11am – 8pm EST

<u>Active Members:</u> Members can view their benefits online or locate an EyeMed provider by visiting www.eyemedvisioncare.com and registering for the site. *Members will not be able to register until they are active in our system under the appropriate plan.* 

Member Customer Service: 1-866-723-0513 (this number will appear on ID cards)

Hours of operation: Monday – Saturday: 8am – 11pm EST

Sunday: 11am – 8pm EST

### **ID CARDS**

ID cards are mailed directly to the member's home 10-14 business days after their membership information has been loaded in the EyeMed system. ID card brochures include: Two tear-away cards, both containing the primary member's information, a benefit summary, and a provider list based on the member's home zip-code.

**PLEASE NOTE:** Members may receive benefits without an ID card by providing their name and date of birth upon receiving services.

Additional or replacement cards can be requested through our website or call our customer service phone number: 1-866-723-0513.

#### **ELIGIBILITY DATA**

- The preferred method of updating membership is through our On-Line Group Management System. Our website will update membership within 2-3 hours.
- Hard copy enrollment forms can be sent directly to our membership department for processing:

Fax: 513-492-3605

Email: enroll@eyemedvisioncare.com

\*\*Please allow 3-5 business days for processing.

### **INVOICES**

- Invoices are generated based upon the membership information we have in the system during the monthly billing cycle.
- EyeMed's billing cycle ends on the 15<sup>th</sup> of every month. For example: Any membership information that we have in the system by the 15<sup>th</sup> of February will be reflected upon March's invoice.
- If the billing cycle is missed, our invoices will automatically retro bill or credit you. Please pay each invoice as they appear.

### **Premium Remittance Address:**

Fidelity Security Life/EyeMed PO Box 632530 Cincinnati, OH 45263-2530



3130 Broadway
Kansas City, Missouri 64111-2406
Phone 800-648-8624
A STOCK COMPANY
(Herein Called "the Company")

POLICY NUMBER:

VC-73

POLICYHOLDER:

Constantia Hueck Foils

STATE OF ISSUE:

South Carolina

**POLICY EFFECTIVE DATE:** 

January 1, 2010

POLICY ANNIVERSARY DATE:

January 1 of the following year and each January 1 thereafter

Fidelity Security Life Insurance Company agrees to pay the benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued in consideration of the Policyholder's application (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy may be modified by mutual agreement between the Policyholder and the Company.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

President

Secretary

GROUP VISION INSURANCE POLICY THIS IS A LIMITED BENEFIT POLICY Please read the Policy carefully.

#### **PREMIUMS**

Premiums are payable in advance by the Policyholder. The first premium is due on the effective date of the Policy. Subsequent premiums are due on the first day of each calendar month thereafter.

The required premium due on each premium due date is the sum of the premiums for all Insureds and their Dependents covered under the Policy. The premiums due will be determined by applying the premium rates then in effect for each plan provided by the Policy to the number of Insured Persons. All premiums are payable to the Company at the Company's home office or to any of the Company's authorized agents.

The premium due may be adjusted due to a change in insurance as requested by the Policyholder or as required by the Company as follows:

- 1. if an amount of insurance is added or increased during a calendar month, premiums will be increased as of the date the change becomes effective, unless otherwise mutually agreed;
- 2. if an amount of insurance is deleted or decreased during a calendar month, premium will cease or be decreased at the end of the calendar month in which the deletion or decrease occurred, unless otherwise mutually agreed;
- 3. if the Policyholder's contribution percentage is changed, premium will be adjusted at the end of the calendar month in which the change occurred, unless otherwise mutually agreed; or
- 4. if the number of eligible employees increases or decreases by more than 10%, premium will be adjusted at the end of the calendar month in which the increase or decrease occurred, unless otherwise mutually agreed.

If premiums are due the Company, or premium refunds are due the Policyholder as a result of clerical error or delay in the reporting of dates and/or data to the Company, all premiums or refunds will be calculated at the current rate of premium payment and are limited to a maximum period of three months.

**Premium Rate Change.** The Company has the right to change the premium rate on or after the fourth Policy Anniversary Date. The Company will provide written notice at least 31 days before the date of change.

**Grace Period**. A grace period of 31 days will be allowed to the Policyholder for the payment of each premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31-day period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

**Return of Premium.** The Company reserves the right to rescind the coverage for one or all Insureds due to misrepresentation or fraud on the Policyholder's application or an Insured's enrollment form, if such misrepresentation materially affected the acceptance of the risk.

If, on the date coverage is rescinded, no claims have been paid under the Policy, the Company will return all premiums paid for such coverage to the Policyholder.

If, on the date coverage is rescinded, claims have been paid under the Policy, the Company reserves the right to deduct an amount equal to the amount of such claims paid from the premiums to be returned to the Policyholder.

#### **TERMINATION OF POLICY**

The Policyholder or the Company may terminate or cancel the Policy on the earliest of the following:

- 1. on any date on or after the fourth Policy Anniversary Date. Written notice must be provided to the other party at least 31 days prior to termination;
- 2. the date the number or percentage of persons covered under the Policy does not meet the minimum participation requirements of 10;
- 3. the date the required premium has not been paid, except as provided in the Grace Period provision; or
- 4. the date 100% of the eligible employees are not covered when a contribution is not required by the employee.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

# **CERTIFICATES**

The Company will furnish a Certificate to the Policyholder which will set forth the essential features of the insurance coverage.

# ADDITIONAL INSUREDS

Insured Persons may be added at any time if they meet the eligibility requirements stated in the Policyholder's application, complete an enrollment form, if required, and pay any required premium.

# INCORPORATION PROVISION

The provisions of the attached Certificate and all Rider(s) issued to amend the Policy after the Policy Effective Date are made a part of the Policy.



3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

#### NOTICE OF PRIVACY PRACTICES

Fidelity Security Life Insurance Company and our affiliated companies, Forrest T. Jones and Company, Inc., Forrest T. Jones Consulting Co., National Pension & Group Consultants, Inc., FTJ FundChoice, LLC, and American Service Life Insurance Co., (collectively "we") understand the importance of maintaining the confidentiality of our customers' nonpublic personal information. In order to provide financial products and services to our customers efficiently and accurately, we may collect nonpublic personal information about our customers from the following sources: (1) information we receive from account documentation, including applications or other forms (which may include information such as customer's name, address, social security number, assets and income) and (2) information about our customers' transactions with us, our affiliates and others and (3) information we may receive from a consumer reporting agency.

It is our policy not to disclose nonpublic personal information about our customers (or former customers) except to our affiliates, or to others as permitted by law. From time to time, we may disclose nonpublic personal information that we collect about our customers (or former customers), as described above to non-affiliated third party providers, including those that perform processing or servicing functions and those that provide marketing services for us or on our behalf pursuant to a joint marketing agreement that requires the third party provider to adhere to our privacy policy. We have policies and procedures to safeguard nonpublic personal information about our customers (or former customers) which include (1) restricting access to such nonpublic personal information and (2) maintaining physical, electronic and procedural safeguards that comply with legal requirements to safeguard such nonpublic personal information.



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#### AMENDATORY RIDER REGARDING REPLACEMENT COVERAGE

The Policy/Certificate to which this Amendment Rider is attached is amended as follows:

The following applies when the Policy serves to replace coverage an Employer previously obtained through another plan or policy. In this provision, that other plan or policy is referred to as the prior plan. An Employer's coverage under the Policy will not be considered as replacement coverage unless the Employer's coverage under the Policy takes effect within 60 days after coverage under the prior plan ends.

In the absence of this provision, an Insured Person who was covered by the prior plan at the date of discontinuance might not qualify for coverage under the Policy because the person is not actively at work or is confined in a Hospital.

Each such person will be insured under the Policy if:

- (a) the person was insured under the prior plan, including coverage under the prior plan's extension of benefits provision, on the date the Employer's coverage with the prior plan ended;
- (b) the prior plan covered more than fifteen (15) people; and
- (c) the person is in a class of persons eligible for coverage under the Policy.

The benefits payable for the persons described above will be the benefits of the Policy less any amount payable under the prior plan pursuant to any extension of benefits provision.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the terms and conditions of the Policy/Certificate except as stated herein.

FIDELITY SECURITY LIFE INSURANCE COMPANY

CALCOIC CIT

Secretary



3130 Broadway
Kansas City, Missouri 64111-2406
Phone 800-648-8624
A STOCK COMPANY
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#### NOTICE OF ADMINISTRATOR'S CAPACITY

PLEASE READ: This notice advises insured persons of the identity and relationship among the administrator, the policyholder and the insurer:

- 1. Fidelity Security Life Insurance Company (FSL) has, by agreement, arranged for First American Administrators, Inc. to provide administrative services for your insurance plan. As administrator, First American Administrators, Inc., is authorized to process claim payments, and perform other services, according to the terms of its agreement with the insurance company. First American Administrators, Inc. is not the insurance company or the policyholder.
- 2. The policyholder is the entity to whom the insurance policy has been issued. The policyholder is identified on either the face page or schedule page of the policy or certificate.
- 3. Fidelity Security Life Insurance Company is liable for the funds to pay your insurance claims.

As First American Administrators, Inc. is authorized to process claims for the insurance company, they will do so promptly. In the event there are delays in claims processing, you will have no greater rights to interest or other remedies against First American Administrators, Inc. than would otherwise be afforded to you by law.



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A STOCK COMPANY
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**POLICY NUMBER:** 

VC-73

POLICYHOLDER:

Constantia Hueck Foils

POLICY EFFECTIVE DATE:

January 1, 2010

**POLICY ANNIVERSARY DATE:** 

January 1 of the following year and each January 1 thereafter

Fidelity Security Life Insurance Company represents that the Insured Person is insured for the benefits described on the following pages, subject to and in accordance with the terms and conditions of the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Certificate explains the plan of insurance. An individual identification card will be issued to the Insured containing the group number and the Insured's effective date. The Certificate replaces all certificates previously issued to the Insured under the Policy.

All periods of time under the Policy will begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

resident

Secretary

GROUP VISION INSURANCE CERTIFICATE THIS IS A LIMITED BENEFIT CERTIFICATE

Please read the Certificate carefully.

THIS PLAN IS NOT MEDICARE SUPPLEMENT. If you are eligible for Medicare, please review "Choosing a Medigap Policy: A Guide to Health Insurance for People With Medicare," available from the Company.

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#### DEFINITIONS

Benefit Frequency means the period of time in which a benefit is payable.

The Benefit Frequency begins on the later of the Insured Person's effective date or last date services were provided to the Insured Person. Each new Benefit Frequency begins at the expiration of the previous Benefit Frequency.

**Co-payment** means the designated amount, if any, shown in the Schedule of Benefits each Insured Person must pay to a Provider before benefits are payable for a covered Vision Examination or Vision Materials per Benefit Frequency.

Comprehensive Eye Examination means a comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination, biomicroscopy, examination with cycloplegia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

**Dependent** means any of the following persons whose coverage under the Policy is in force and has not ended:

- 1. the Insured's lawful spouse;
- 2. each unmarried child from birth to age 19 who is primarily dependent upon the Insured for support and maintenance;
- 3. each unmarried child at least 19 years of age to 25 years of age who is primarily dependent upon the Insured for support and maintenance and who is a full-time student; or
- 4. each unmarried child at least 19 years of age: who is primarily dependent upon the Insured for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; who was so incapacitated and is an Insured Person under the Policy on his or her 19<sup>th</sup> birthday; and who has been continuously so incapacitated since his or her 19<sup>th</sup> birthday.

Child includes stepchild, foster child, legally adopted child, child legally placed in the Insured's home for adoption and child under the Insured's legal guardianship. A full-time student is one who is enrolled at least the minimum number of hours of class a week the school considers as full-time status.

**Insured** means an employee of the Policyholder who meets the eligibility requirements as shown in the Policyholder's application, and whose coverage under the Policy is in force and has not ended.

Insured Person means the Insured. Insured Person will also include the Insured's Dependents, if enrolled.

In-Network Provider means a Provider who has signed a Preferred Provider Agreement with the PPO.

#### Medically Necessary Contact Lenses means:

- 1. Keratoconus where the Insured Person is not correctable to 20/30 in either or both eyes using standard spectacle lenses, or the Provider attests to the specified level of visual improvement;
- 2. High Ametropia exceeding -10D or +10D in spherical equivalent in either eye;
- 3. Anisometropia of 3D in spherical equivalent or more; or
- 4. vision for an Insured Person can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle.

Out-of-Network Provider means a Provider, located within the PPO Service Area, who has not signed a Preferred Provider Agreement with the PPO.

Policy means the Policy issued to the Policyholder.

Policyholder means the Employer named as the Policyholder in the face page of the Policy.

PPO Service Area means the geographical area where the PPO is located.

Preferred Provider Agreement means an agreement between the PPO and a Provider that contains the rates and reimbursement methods for services and supplies provided by such Provider.

**Preferred Provider Organization ("PPO")** means a network of Providers and retail chain stores within the PPO Service Area that has signed a Preferred Provider Agreement.

**Provider** means a licensed physician or optometrist who is operating within the scope of his or her license or a dispensing optician.

Vision Examination means any eye or visual examination covered under the Policy and shown in the Schedule of Benefits.

Vision Materials means those materials shown in the Schedule of Benefits.

#### EFFECTIVE DATES

Effective Date of Insured's Insurance. The Insured's insurance will be effective as follows:

- 1. if the Policyholder does not require the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible;
- 2. if the Policyholder requires the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible, provided;
  - a. the Insured has given the Company the Insured's enrollment form (if required) on, prior to, or within 30 days of the date the Insured became eligible; and
  - b. the Insured has agreed to pay the required premium contributions; and
- 3. if the Insured fails to meet the requirements of 2 a) and 2 b) within 30 days after becoming eligible, the Insured's coverage will not become effective until the Company has verified that the Insured has met these requirements. The Insured will then be advised of the Insured's effective date.

Effective Date of Dependents' Insurance. Coverage for Dependents becomes effective on the later of:

- 1. the date Dependent coverage is first included in the Insured's coverage; or
- 2. the premium due date on or after the date the person first qualifies as the Insured's Dependent. If an enrollment form is required, the Insured must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

If the Insured and the Insured's spouse are both Insureds, one Insured may request to be a Dependent spouse of the other. A Dependent child may not be covered by more than one Insured.

**Newborn Children.** A Dependent child born while the Insured's coverage is in force will be covered from the moment of birth for 31 days or greater, if elected by the Policyholder. In order to continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period.

Adopted Children. If a Dependent child is placed with the Insured for adoption while the Insured's coverage is in force, this child will be covered from the date of placement for 31 days or greater, if elected by the Policyholder. In order to continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period. If proper notice has been given, coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement.

#### BENEFITS

Benefits are payable for each Insured Person as shown in the Schedule of Benefits for expenses incurred while this insurance is in force.

Comprehensive Eye Examination. An Insured Person is eligible for one Comprehensive Eye Examination in each Benefit Frequency.

**In-Network Provider Benefits.** The Insured Person must pay any Co-payment or any cost above the allowance shown in the Schedule of Benefits at the time the covered service is provided. Benefits will be paid to the In-Network Provider who will file a claim with the Company.

Out-of-Network Provider Benefits. The Insured Person must pay the Out-of-Network Provider the full cost at the time the covered service is provided and file a claim with the Company. The Company will reimburse the Insured Person for the Out-of-Network Provider benefits up to the maximum dollar amount shown in the Schedule of Benefits.

Vision Materials. If a Vision Examination results in an Insured Person needing corrective Vision Materials for the Insured Person's visual health and welfare, those Vision Materials prescribed by the Provider will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- Lenses provided one time in each Benefit Frequency.
- Frames provided one time in each Benefit Frequency.
- Contact Lenses provided one time in each Benefit Frequency in lieu of lenses.

#### **LIMITATIONS**

Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

#### **EXCLUSIONS**

No benefits will be paid for services or materials connected with or charges arising from:

- 1. orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
- 2. medical and/or surgical treatment of the eye, eyes or supporting structures:
- any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear;
- 4. services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5. plano (non-prescription) lenses;
- 6. non-prescription sunglasses;
- 7. two pair of glasses in lieu of bifocals;
- 8. services or materials provided by any other group benefit plan providing vision care;
- 9. services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or
- 10. lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

#### TERMINATION OF INSURANCE

The Policyholder or the Company may terminate or cancel the Policy as shown in the Policy.

For All Insureds. The Insureds' insurance will cease on the earliest of the following dates:

- 1. the date the Policy ends;
- 2. the end of the last period for which any required premium contribution agreed to in writing has been made (the Company will notify the Insured at least 15 days prior to the end of the grace period of the termination of coverage);
- 3. the date the Insured is no longer eligible for insurance; or
- 4. the date the Insured's employment with the Policyholder ends. The Policyholder may, at the Policyholder's option, continue insurance for individuals whose employment has ended, if the Policyholder:
  - a. does so without individual selection between Insureds; and
  - b. continues to pay any premium contribution for those individuals.

For Dependents. A Dependent's insurance will cease on the earlier of:

- 1. the date the Insured's coverage ends;
- 2. the date in which the Dependent ceases to be an eligible Dependent as defined in the Policyholder's application; or
- 3. the end of the last period for which any required premium contribution has been made (the Company will notify the Insured at least 15 days prior to the end of the grace period of the termination of coverage).

A Dependent child will not cease to be a Dependent solely because of age if the child is:

- 1. not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and
- 2. mainly dependent on the Insured for support.

The Company may ask for proof of the eligible Dependent child's incapacity and dependency one month prior to the date the Dependent child would otherwise cease to be covered.

The Company may require the same proof again, but will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end:

- 1. on the date the Policy ends;
- 2. on the date the incapacity or dependency ends;
- 3. on the end of the last period for which any required premium contribution for the Dependent child has been made; or
- 4. 60 days following the date the Company requests proof and such proof is not provided to the Company.

Continuation of Insurance for a Spouse. If the marriage is dissolved by judgment the spouse may be issued a certificate for this same coverage, without evidence of insurability and with credit on any waiting periods, upon application made to the Company within 60 days following the entry of such judgment, and upon payment of the appropriate premium. The spouse must have been covered under the Policy as a Dependent at the time of the entry of such judgment.

This continued coverage will end on the earlier of:

- 1. the date the required premium has not been paid, except as provided in the grace period provision of the Policy;
- 2. the date coverage would otherwise have ended;
- 3. the date that the spouse first becomes insured under any other group supplemental health plan;
- 4. the date the spouse remarries; or
- 5. the expiration of six months from the date of continuation of coverage.

#### **CLAIMS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon as is reasonably possible. Notice given by or for the Insured Person to the Company's home office, to the Company's authorized administrator or to any of the Company's authorized agents with sufficient information to identify the Insured Person will be deemed as notice to the Company.

Claim Forms. The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not provide the forms within that time, the Insured Person may send written proof of the occurrence, character and extent of loss for which the claim is made within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's home office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately, but not more than 30 days, upon receipt of due written proof of loss.

Payment of Claims. All claims will be paid to the Insured, unless assigned. Any benefits payable on or after the Insured's death will be paid to the Insured's estate.

**Right of Recovery.** If payment for claims exceeds the amount for which the Insured Person is eligible under any benefit provision or rider of the Policy, the Company has the right to recover the excess of such payment from the Provider or the Insured.

Legal Actions. No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of six years after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person resides, the limit is extended to meet the minimum time allowed by such law.

#### **GENERAL PROVISIONS**

Clerical Error. Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased, and call for a fair adjustment of premium and benefits to correct the error.

Conformity to Law. Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

Entire Contract. The Policy, including any endorsements and riders, the Certificate, the Policyholder's application, which is attached to the Policy when issued, the Insured's individual enrollment form, if any, and the eligibility file, if any, are the entire contract between the parties. A copy of the Policy may be examined at the Office of the Policyholder during normal business hours. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Policyholder, the Insured, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder, the Insured, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying any premium. The Policy and the Certificate may be amended at any time by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not the person becomes insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as the books and records relate to this insurance. The Company may authorize someone else to perform this audit. Any such inspection may be done at any reasonable time.

Workers' Compensation. The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

# SCHEDULE OF BENEFITS

Insured Persons have the right to obtain vision care from the Provider of his or her choice. However, payment of benefits varies depending on the type of Provider chosen. Benefits are payable as shown in the following Schedule of Benefits:

<u>Benefit</u>	<u>In-Network</u>	Out-of-Network	Benefit Frequency
VISION EXAMINATION			
Comprehensive Eye Examination	\$10 Co-payment	up to \$35	12 months
VISION MATERIALS			
Standard Plastic Lenses			12 months
Single Vision	\$25 Co-payment	up to \$25	
Bifocal	\$25 Co-payment	up to \$40	
Trifocal	\$25 Co-payment	up to \$60	
Frames	\$0 Co-payment, up to \$120 retail allowance	up to \$48	24 months
Contact Lenses (only one option available per Benefit Frequency)			12 months
Conventional	\$0 Co-payment, up to \$135 allowance	up to \$95	
Disposable	\$0 Co-payment, up to \$135 allowance	up to \$95	
Medically Necessary	\$0 Co-payment, Paid in full	up to \$95	