

SERFF Tracking Number: HUMA-125838823 State: Arkansas
Filing Company: Humana Insurance Company State Tracking Number: 40804
Company Tracking Number: AR-08-002 VIS
TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
Product Name: AR-08-002 VIS
Project Name/Number: AR-08-002 VIS/AR-08-002 VIS

Filing at a Glance

Company: Humana Insurance Company

Product Name: AR-08-002 VIS

TOI: H20G Group Health - Vision

Sub-TOI: H20G.000 Health - Vision

Filing Type: Form

SERFF Tr Num: HUMA-125838823 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40804

Co Tr Num: AR-08-002 VIS

State Status: Approved-Closed

Co Status:

Reviewer(s): Rosalind Minor

Authors: Erin Hermsen, John Goodwin

Disposition Date: 11/17/2008

Date Submitted: 11/07/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: AR-08-002 VIS

Project Number: AR-08-002 VIS

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/17/2008

State Status Changed: 11/17/2008

Corresponding Filing Tracking Number:

Filing Description:

Dear Insurance Regulator:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Deemer Date:

We respectfully submit these forms for your review and approval. To the best of our knowledge, we believe the attached forms satisfy the minimum requirements of applicable Arkansas statutes and regulations.

Also, the filing fee was computed as \$50 for this one form filing and it was submitted via EFT. Upon approval, please

SERFF Tracking Number: HUMA-125838823 State: Arkansas
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notify via SERFF.

If you have questions regarding this filing, please contact me at (770) 998-8936, ext. 88065 or via SERFF.

Sincerely,

John Goodwin
Analyst
Humana Insurance Company, Inc.

Attachments

Company and Contact

Filing Contact Information

John Goodwin, Senior Compliance Analyst jgoodwin@compbenefits.com
100 Mansell Court E. (770) 998-8936 [Phone]
Roswell, GA 30076

Filing Company Information

Humana Insurance Company CoCode: 73288 State of Domicile: Wisconsin
1100 Employers Boulevard Group Code: 119 Company Type: Life & Health
Green Bay, WI 54344 Group Name: State ID Number:
(800) 558-4444 ext. [Phone] FEIN Number: 39-1263473

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Humana Insurance Company	\$50.00	11/07/2008	23792724

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/17/2008	11/17/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	11/10/2008	11/10/2008	Erin Hermsen	11/10/2008	11/10/2008

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Disposition

Disposition Date: 11/17/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Open Enrollment Rider	Approved-Closed	Yes
Form (revised)	Group Policy	Approved-Closed	Yes
Form	Group Policy	Replaced	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/10/2008
Submitted Date 11/10/2008
Respond By Date

Dear John Goodwin,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Policy (Form)

Comment: It is requested that you add to the face page of the policy the type of policy. In this case, Vision.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/10/2008
Submitted Date 11/10/2008

Dear Rosalind Minor,

Comments:

Response 1

Comments: We have modified the policy in accordance with your request. In making the specified modification, we had to amend the form number to make it Arkansas specific.

Thank you.

Related Objection 1

Applies To:

- Group Policy (Form)

Comment:

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Form Schedule

Lead Form Number: GN-70148-01 9/08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	AR-70147-01 OE	Certificate	Open Enrollment Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		40	AR-70147-01 OE Rider.pdf
Approved-Closed	AR-70148-01 9/08	Policy/Cont	Group Policy ract/Fratern al Certificate	Initial		40	AR-70148-01 9-08.pdf

Change in Plan Rider: Open Enrollment

Your certificate is amended to include this plan rider. The effective date of the rider is the latter of the effective date of *your certificate* or the date this rider is added to *your certificate*. *Benefits* are subject to all *policy* terms, conditions and limitations, including *waiting periods*.

Open enrollment period

The open enrollment period is the annual period during which eligible *employees* may apply for coverage for themselves and their eligible *dependents* as outlined in the **Employer Group Application** (see *your employer* for details).

To enroll for coverage

The *employee* must complete the enrollment/change form provided by *us*, carefully listing each person to be covered. Enrollment during the open enrollment period will be allowed if *we* receive the completed forms within the open enrollment period. Any reference to *late applicants* within the **Eligibility** section of *your certificate* and/or *policy* is removed. *Late applicants* are not eligible for coverage, and must wait until the following open enrollment period to apply.

The **When you are eligible for coverage** section in *your certificate* is amended as follows:

The eligibility date of coverage is amended to read:

Employee Coverage:

Eligibility date: The *employee* is eligible for coverage:

1. When eligibility requirements listed in the **Employer Group Application** (see *your employer* for details) are satisfied; and
2. When he or she is in *active status*, or;
3. On the *employer's* annual anniversary date.

Dependent coverage

Eligibility date: If an *employee* is covered, the *employee's dependent* is eligible for coverage on:

1. The date the *employee* is eligible for coverage;
2. The date of the *employee's* marriage (spouse and/or stepchildren);
3. The date of birth of the *employee's* natural-born child;
4. The date of the filing of a Petition for Adoption if the insured applies for coverage within 60 days after the filing of the Petition of Adoption. Coverage for a newborn child will begin from the moment of birth if the Petition for Adoption and application for coverage are filed within 60 days after the newborn child's date of birth. Coverage will terminate upon the dismissal or denial of a Petition for Adoption, or;
5. The *employer's* annual anniversary date.

Please check the **Summary of your benefits** section of this *certificate* for any *waiting periods* that may apply to *you*.



{Gerald L. Gani}
{President}

{ Administrative Office:
{ 1100 Employers Boulevard
Green Bay, Wisconsin 54344 }

[Humana Insurance Company]
VISION POLICY

Group Policy Number: [POLICY NUMBER]
Issued To: [NAME]
Effective Date: [00/00/00]

Terms printed in italic type in this *policy* have the meaning as indicated in the “Definitions” section of the *certificate*. Defined terms are printed in italic type whenever found in this *policy*.

This *policy* is delivered in and governed by the laws of: [ISSUE STATE].

[Humana Insurance Company] agrees, subject to all terms and provisions of this *policy*, to pay benefits as described in the Certificate of Insurance, incorporated by reference herein with respect to each *covered person* under this *policy*. [Humana Insurance Company] and the *policyholder* have agreed to all of the terms of this *policy*.

This *policy* is issued in consideration of the *policyholder's* application, incorporated by reference herein, and such *policyholder's* payment of premiums as provided under this *policy*.

This *policy* and the insurance it provides become effective at 12:01 A.M. (Standard Time) of the effective date stated above. This *policy* and the insurance it provides terminates at 12:00 A.M. (Standard Time) of the date of termination. The provisions stated above and on the following pages are part of this *policy*.

IN WITNESS WHEREOF [Humana Insurance Company] has caused this *policy* to be issued at the address of the *policyholder*, as of the *policy* effective date.

[Signature of Officer]
[Typed Name of Officer]
[Title of Officer]

[This is not a *policy* of Workers' Compensation insurance. The *employer* does not become a subscriber to the Workers' Compensation system by purchasing this *policy*, and if the *employer* is a non-subscriber, the *employer* will not be provided those benefits which would otherwise accrue under the Workers' Compensation laws. The *employer* must comply with the Workers' Compensation law as it pertains to non-subscribers and the required notifications that must be filed and posted.]

This is not a *policy* of Long Term Care insurance.

[SUBSIDIARIES OR AFFILIATES]

Any *employer* which is a subsidiary or affiliate of the *policyholder* is eligible under the *policyholder's* group vision plan provided under the *policy* if the following conditions are met:

- The subsidiary or affiliate is listed in the Employer Group Application of the *policyholder*, or in any amendment thereto.
- The *policyholder* and the subsidiary or affiliate are members of the same controlled group of corporations or trades or business under common control, as described for employee benefits taxation purposes in the Internal Revenue Code; and
- The subsidiary or affiliate has been approved for coverage under this *policy*, {in writing} {or} {by electronic mail}, by both the *policyholder* and *us*.

For the purposes of this *policy*, an *employee* of such a subsidiary or affiliate of the *policyholder* shall be considered to be an *employee* of the *policyholder*.

A subsidiary or affiliate of the *policyholder* shall cease to be eligible in the *policyholder's* group vision plan provided under this *policy* on the earliest of the following:

- The date the *policyholder* and the subsidiary or affiliate are no longer members of the same controlled group of corporations or trades or business under common control, as described for employee benefits taxation purposes in the Internal Revenue Code;
- The date the *policyholder's* written notice of its intent to terminate the participation of the subsidiary or affiliate is received by *us*, or on any later date as may be stated in such notice; or
- The date the *policy* terminates.

The insurance of any *employee* of a subsidiary or affiliate of the *policyholder*, and the insurance of such *employee's* covered *dependents*, shall immediately terminate on the date the subsidiary or affiliate ceases participation in the *policyholder's* group vision plan.

REQUIREMENTS FOR INSURANCE COVERAGE

Eligibility

A *policyholder* must indicate on the Employer Group Application the eligible classes of *employees* under this *policy*, if applicable, as defined below:

- An eligible class includes regular [full-time] *employees* in *active status*, if paid a salary or wage by the *employer* that meets State or Federal minimum wage requirements.

The eligible class may also include sole proprietors, partners, corporate officers if:

- The *employer* is a sole proprietorship, partnership or corporation; and
 - The sole proprietor, partner or corporate officer is actively performing activities relating to the business, gains a livelihood from the sole proprietorship, partnership or corporation and meets the definition of *employee* as defined in the Certificate of Insurance.
- {The *policyholder's* group insurance plan may also provide coverage for retired *employees* and their *dependents*. {The Retiree Class will be eligible only if the *policyholder* has {{26} or more} active *employees* enrolled in the plan(s), in an *active status*, the *policyholder* requests such coverage, and it is approved by us.}} No part-time or temporarily employed person may be included in an eligible class, unless the *policyholder's* Employer Group Application makes specific reference that part-time or temporarily employed persons are included and is approved by us. }}
 - Part-time *employees* and their *dependents* may be an eligible class only if the *policyholder* makes specific reference that part-time employees be included, and it is approved by us.
 - The spouse or child of an *employee* may be included in an eligible class as a *dependent* of the *employee* only if the *employee* is covered under this *policy*.

Date eligible

Each *policyholder's* group insurance plan may provide one of the following as the *eligibility date* for *employees*, or *employees* and *dependents* as provided by this *policy*. The *eligibility date* must be elected by the *policyholder* in the Employer's Group Application. *Eligibility date* options include immediate or first of the month as outlined below.

Immediate eligibility

Each *employee* included in an *eligible class* on, or after, the date the *employer* becomes a *policyholder* will be eligible under this *policy* on that date, provided the employee has completed the required *waiting period*, if any, indicated on the Employer Group Application.

First of the month eligibility

Each *employee* included in an eligible class after the date the *employer* becomes a *policyholder* will be eligible under this *policy* on the first day of the next following calendar month, or the first day of the next following calendar month after the completion of the *waiting period*, if any, or as otherwise agreed to by the *policyholder* and us.

{**Note:** Any *employee* who voluntarily terminates his or her insurance must satisfy a new *waiting period* in order to become insured again under the *policyholder's* plan. {However, if a person's insurance

REQUIREMENTS FOR INSURANCE COVERAGE

terminated because he or she was no longer considered to be in an eligible class, that person is not required to satisfy a new waiting period if he or she again becomes a member of an eligible class within one year from the date his or her insurance terminated.}}

PARTICIPATION REQUIREMENTS

The *policyholder* is required to maintain *our* minimum underwriting, participation and contribution requirements, as specified on the Employer Group Application.

We reserve the right to waive or modify the underwriting, participation and contribution requirements. Any such waiver shall not be construed as a waiver of any of the other requirements of this *policy* and shall not obligate *us* to provide any future waivers including any for underwriting, participation or contribution requirements.

RENEWAL AND TERMINATION PRIVILEGE

Right to not renew or terminate this policy

The *policyholder* may terminate this policy by giving {written} {or} {*electronic*} notice to *us* no later than 31 days prior to the desired termination date.

The *policyholder* may terminate the insurance provided under any provision of this *policy*, with *our* consent, by giving {written} {or} {*electronic*} notice to *us* as of a date mutually agreeable to the *policyholder* and *us*.

The *policyholder* may terminate an eligible class of *covered persons*, if applicable, from the *policyholder's* group insurance plan, with *our* consent, as of a date mutually agreeable to the *policyholder* and *us*. Termination will occur only with respect to *covered persons* included in the terminated class.

We may terminate this *policy*, as allowed by applicable law, by giving written notice to the *policyholder*. Written notice will be mailed no later than 31 days prior to the termination date, except as otherwise outlined under this provision.

We may refuse to renew or *we* may terminate the *policy* as follows:

- The *policyholder* fails to remit premium when due{, except that coverage continues during the grace period applicable to the due but unpaid premium}. {The *policyholder* is responsible for premium during the grace period. If payment is not remitted by the end of the grace period, the *policy* will terminate at 12:00 a.m. on the day the grace period ends. }
- The *policyholder* has failed to comply with *our* minimum underwriting, participation and/or contribution requirements, as specified on the Employer Group Application.
- The *policyholder* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact. *We* may terminate the *policy* immediately, by giving {written} {or} {*electronic*} notice to the *policyholder* for instances of fraud or intentional misrepresentation of a material fact.
- If *we* decide to discontinue offering a particular group vision *policy*:
 - The *policyholder* and the *employees* will be notified of such discontinuation at least 90 days prior to the date of discontinuation of such coverage; and
 - The *policyholder* will be given the option to purchase any other group policy providing vision benefits that are being offered by *us* at such time.
- *We* cease to do business in the group vision insurance market, as applicable and as allowed by the state requirements. If *we* cease doing business in the group vision market, the *policyholders* and the *employees* covered by such policies and the Commissioner of Insurance will be notified of such discontinuation at least 180 days prior to the date of discontinuation of such coverage.

RENEWAL AND TERMINATION PRIVILEGE

Effect of termination of this agreement

Upon termination of this *policy*, it is the *policyholder's* obligation to notify all *employees* insured under this *policy* of such termination, except for the specific situations outlined in the “Right to Not Renew or Terminate This Policy” provision. If the *policyholder* requires a contribution from the *employees* to offset a portion of the premiums, it is the responsibility of the *policyholder* to refund to those employees the portion of the contribution, if any, which the *policyholder* may have collected for any period of time following the termination of this *policy*.

Our obligation to offer continuation coverage under the consolidated Omnibus Budget Reconciliation Act (COBRA) to *covered persons* ends on the date the *policy* terminates. *Our* obligation to offer continuation coverage to *covered persons* under any other applicable law ends on the date this *policy* terminates or on such date as may be required under the applicable continuation of coverage law. It shall be the responsibility of the *policyholder* to secure continuation of coverage for *covered persons* whose continuation rights run beyond the termination of this *policy*.

Termination of insurance

Unless otherwise agreed to by the *policyholder* and *us*, termination of insurance will occur following any of the events listed below:

- The date this *policy* terminates in accordance with its terms and conditions;
- The termination date according to the “Right to not renew or terminate this policy” provision;
- The date the *policyholder*, acting with *our* knowledge and consent, deletes an optional benefit under this *policy*; termination under this paragraph will occur only with respect to such deleted optional benefit coverage;
- The date the *policyholder*, acting with *our* knowledge and consent, deletes an eligible class of *employees*, if applicable, from the *policyholder's group* insurance plan; termination under this paragraph will occur only with respect to *covered persons* included in the terminated class; or
- The date the *policyholder*, acting with *our* knowledge and written consent, terminates any provision of this *policy*; termination under this paragraph will occur on a date mutually agreeable to the *policyholder* and *us*.

{Retroactive terminations are not permitted under this *policy*. The *policyholder* will be required to pay premium through the actual date *we* are notified of the termination of a *covered person* or this *policy*.}

Comment [MJJ1]: Not implemented at this time.

Rescission, reduction of insurance or increase past premium

We reserve the right to rescind this *policy* or reduce insurance coverage or increase past premium, unless prohibited by applicable law. This action may be applied to one or all *covered persons* when *we* have been provided incomplete or inaccurate or untimely information on any enrollment form, Employer Group Application or any other eligibility form, if such intentional misrepresentation materially affected the acceptance of the group, the individual, or the risk.

RENEWAL AND TERMINATION PRIVILEGE

If on the date coverage is rescinded or reduced, no claims have been paid under this *policy*, we will return to the *policyholder* all premiums paid for such coverage.

If on the date coverage is rescinded or reduced, claims have been paid under this *policy*, we reserve the right to deduct an amount equal to the amount of such claims paid from the premiums to be returned to the *policyholder*. The *policyholder* is responsible for any amount of claims in excess of premium.

Reinstatement

If the *policy* terminates, it may be reinstated at *our* option. Reinstatement requests must be submitted {in writing} {or} {electronically} by the *policyholder*, are subject to *our* approval and are not guaranteed.

Any premium accepted in connection with a reinstatement will be applied to the period for which the premium was not previously paid.

{A *policyholder* that requests reinstatement will be assessed a Reinstatement Fee. {Information regarding fee amounts is available by accessing the *employer* portal of *our* Website.}}

[PREMIUMS]

Payment of premiums

Unless otherwise agreed to by *us*, the first premium is due on the *policyholder's* effective date under this *policy* and subsequent premiums are due {prior to} the first of each calendar month thereafter. {If the required premium is not received by *us* prior to the first day of each calendar month, or as otherwise agreed upon, the *policyholder* will be assessed a late payment fee. Information regarding fee amounts is available by accessing the *employer* portal of *our* Website.}

The required premium due on each premium due date is the sum of the premium for all *employees* in the *policyholder's group* health plan{, including any applicable late charge}. The premiums due will be determined by applying the premium rates then in effect for each type of insurance provided by this *policy* to the amount of insurance in force.

{Unless otherwise agreed to by *us*, all premiums are payable to *us* and will be deducted or transferred electronically from a bank account designated by the *policyholder* and agreed to by *us*. This *electronic* transaction will occur {during the last business week} {on the last business day} of the month for the following month's premium, or as otherwise agreed upon by the *policyholder* and *us*. If there are not sufficient funds in the designated bank account on the date that premiums are deducted or transferred, the *policyholder* will be assessed an insufficient funds fee. {Information regarding fee amounts is available by accessing the *employer* portal of our Website.}}

{Premiums should be sent to the designated location on the premium statement. Premiums will be recorded as paid on the date we received the payment. If there are not sufficient funds in the designated bank account on the date that premiums are deducted, the *policyholder* will be assessed an insufficient funds fee.}}

Comment [MJJ2]: Not implemented at this time.

{Premium statement

{A premium statement will be prepared in accordance with the billing method *we* arrange with the *policyholder*. This premium statement will show the premium due. It will also reflect any pro rata premium charges and credits resulting from changes in the number of *covered persons* and changes in the amounts of insurance that took place during the period following the last premium statement. In the event that notice of termination of coverage, or a decrease in coverage, for a *covered person* is received by *us* more than one month after the termination or decrease, retroactive premium credit will {not be permitted} {be limited to {one, two, three} month's premium}.

Premium rate change

Premium rates for this *policy* will be calculated as specified in the "Payment of Premiums" provision. *We* reserve the right to change any premium rate, including on retrospective basis when:

- Terms of the *policy* are changed by *us*; or
- Our liability has been altered, in our opinion, because of:
 - A change in state of federal law; or
 - A substantive change in the composition of the *group*; or
 - Fraud or misrepresentation of a material fact by the *policyholder*, *employee* or an *employee's dependent*; or

[PREMIUMS]

- The *policyholder* changes the terms of this *policy* with *our* {written} {or} {electronically transmitted} consent; or
- {We provide 30 days {written} {or} {electronic} notice to the *policyholder* that rates will change, as permitted by applicable law. Such notice shall include the effective date of the change in premium rates.}

Premium charges for benefit changes or a modification of an individual's coverage

If the group vision plan benefits or an individual's insurance coverage are modified other than on a premium due date, any applicable change in premium resulting from the modification will become effective as follows:

{For a group with 2 – 99 *employees* the change in premium will be effective on the date the change in coverage becomes effective.}

{{For a group with 100 or more *employees*:

- If the change is effective on or before the 15th of the month, the change in premium will be effective on the first of the month during which the change in coverage is effective;
- If the change is effective after the 15th of the month, the change in premium will be effective on the first of the month following the effective date of change in coverage.}

{The effective date of a change in premium will only vary from the above upon mutual written agreement between the *policyholder* and *us*.}

[Discounted Premium Disclosure

From time to time, we may offer prospective [or renewing] *policyholders* discounted premium for the selection of multiple lines of coverage with us.]

{Notice of individual coverage terminations

{{Notification for individual coverage termination must be received by *us* within three working days of the termination date. If the required notification is not received within three working days, the *policyholder* will be assessed a failure to notify fee. Information regarding fee amounts is available by accessing the *employer* portal of *our* Website.}

{Refunds of premium for retroactive terminations are not available unless otherwise specifically required by law.}}

{Notice of any person's coverage termination should be given within {30-60} days of the termination date. Failure to notify *us* of a termination of coverage within {30-60} days will result in the *policyholder* being liable for the difference between the premiums paid and all benefits provided or claims verified and/or paid after the date of termination.}

Comment [MJJ3]: Not implemented at this time.

[PREMIUMS]

{Grace period

While this *policy* continues in force, a grace period of {30-90} days will be allowed to the *policyholder* following the premium due date, for the payment of each required premium due. This *policy* will remain in force during the grace period. If the required premium is not paid by the end of the {30-90} day period, this *policy* will terminate. {effective as of the last day of the month for which the last premium was received. Any claims incurred after the last day of the month for which premium was received are the responsibility of the *policyholder*.}

{Unpaid premium

{If the required premium is not paid by the end of the {30-90} day grace period, we reserve the right to collect the premium for the grace period.}

{Unpaid premium is subject to a late charge of {1.5%} per month{, for each late month beginning on the first day after the premium due date} {for each late month beginning on the first day after the end of the grace period}.}

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State: Arkansas

Filing Company: Humana Insurance Company

State Tracking Number: 40804

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Sub-TOI: H20G.000 Health - Vision

Product Name: AR-08-002 VIS

Project Name/Number: AR-08-002 VIS/AR-08-002 VIS

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Certification/Notice

Review Status:

Approved-Closed

11/17/2008

Comments:

Attachment:

AR Certification FORM.pdf

Satisfied -Name: Application

Review Status:

Approved-Closed

11/17/2008

Comments:

Attachment:

AR Application Approvals.pdf

FORM(S): GN-70148-01 9/08
AR-70147-01 OE

CERTIFICATION OF COMPLIANCE
Arkansas Rule and Regulation 19

I, Gerald L. Ganoni, an officer of Humana Insurance Company, hereby certify that I have authority to bind and obligate the company by the filing of this form. I further certify that, to the best of my knowledge, information and belief:

- (a) The accompanying forms as identified above does comply with all applicable provisions of the Arkansas Rule and Regulation 19; and
- (b) The form does meet the Flesh reading ease tests for a score of 40 for all applicable policies, certificates and certificate riders unless the Commissioner of Insurance of the State of Arkansas requires a lower score.



Gerald L. Ganoni, Vice President

10/01/2008
Date

Small Group Humana Insurance Company (Vision)

Form Number	SERFF Filing Number	Approval Date
AR-80123-BP 12/2007	HUMA-125359877	12/3/2007
GN-80123-BP-VS-0707	HUMA-125253842	8/24/2007
AR-72000 1/2008	HUMA-125428844	1/16/2008
AR-80123-BP 8/2008	HUMA-125805380	Pending Filed 9/5/2008
AR-80123-SG 8/2008	HUMA-125805380	Pending Filed 9/5/2008
GN-72000-HS 7/2008	HUMA-125805380	Pending Filed 9/5/2008

Large Group Humana Insurance Company (Vision)

Form Number	SERFF Filing Number	Approval Date
GN-72001-BL-0108	HUMA-12542207	1/8/2008
GN-72001-DP4-0108	HUMA-12542207	1/8/2008
GN-72001-FS-0108	HUMA-12542207	1/8/2008
GN-72001-GN2-0108	HUMA-12542207	1/8/2008
GN-72001-HA-0108	HUMA-12542207	1/8/2008
GN-72001-HD2-0108	HUMA-12542207	1/8/2008
GN-72001-MD1-0108	HUMA-12542207	1/8/2008
GN-72001-SP-0108	HUMA-12542207	1/8/2008
GN-72001-VL-0108	HUMA-12542207	1/8/2008
GN-72001-VS1-0108	HUMA-12542207	1/8/2008
GN-72001-WV1-0108	HUMA-12542207	1/8/2008
GN-72001-AA-0108	HUMA-12542207	1/8/2008

<i>SERFF Tracking Number:</i>	<i>HUMA-125838823</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Humana Insurance Company</i>	<i>State Tracking Number:</i>	<i>40804</i>
<i>Company Tracking Number:</i>	<i>AR-08-002 VIS</i>		
<i>TOI:</i>	<i>H20G Group Health - Vision</i>	<i>Sub-TOI:</i>	<i>H20G.000 Health - Vision</i>
<i>Product Name:</i>	<i>AR-08-002 VIS</i>		
<i>Project Name/Number:</i>	<i>AR-08-002 VIS/AR-08-002 VIS</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Group Policy	10/01/2008	GN-70148-01 9-08.pdf

{ Administrative Office:
{ 1100 Employers Boulevard
Green Bay, Wisconsin 54344}}

[Humana Insurance Company]

Group Policy Number: [POLICY NUMBER]
Issued To: [NAME]
Effective Date: [00/00/00]

Terms printed in italic type in this *policy* have the meaning as indicated in the “Definitions” section of the *certificate*. Defined terms are printed in italic type whenever found in this *policy*.

This *policy* is delivered in and governed by the laws of: [ISSUE STATE].

[Humana Insurance Company] agrees, subject to all terms and provisions of this *policy*, to pay benefits as described in the Certificate of Insurance, incorporated by reference herein with respect to each *covered person* under this *policy*. [Humana Insurance Company] and the *policyholder* have agreed to all of the terms of this *policy*.

This *policy* is issued in consideration of the *policyholder's* application, incorporated by reference herein, and such *policyholder's* payment of premiums as provided under this *policy*.

This *policy* and the insurance it provides become effective at 12:01 A.M. (Standard Time) of the effective date stated above. This *policy* and the insurance it provides terminates at 12:00 A.M. (Standard Time) of the date of termination. The provisions stated above and on the following pages are part of this *policy*.

IN WITNESS WHEREOF [Humana Insurance Company] has caused this *policy* to be issued at the address of the *policyholder*, as of the *policy* effective date.

[Signature of Officer]
[Typed Name of Officer]
[Title of Officer]

[This is not a *policy* of Workers’ Compensation insurance. The *employer* does not become a subscriber to the Workers’ Compensation system by purchasing this *policy*, and if the *employer* is a non-subscriber, the *employer* will not be provided those benefits which would otherwise accrue under the Workers’ Compensation laws. The *employer* must comply with the Workers’ Compensation law as it pertains to non-subscribers and the required notifications that must be filed and posted.]

This is not a *policy* of Long Term Care insurance.

[SUBSIDIARIES OR AFFILIATES]

Any *employer* which is a subsidiary or affiliate of the *policyholder* is eligible under the *policyholder's* group vision plan provided under the *policy* if the following conditions are met:

- The subsidiary or affiliate is listed in the Employer Group Application of the *policyholder*, or in any amendment thereto.
- The *policyholder* and the subsidiary or affiliate are members of the same controlled group of corporations or trades or business under common control, as described for employee benefits taxation purposes in the Internal Revenue Code; and
- The subsidiary or affiliate has been approved for coverage under this *policy*, {in writing} {or} {by electronic mail}, by both the *policyholder* and *us*.

For the purposes of this *policy*, an *employee* of such a subsidiary or affiliate of the *policyholder* shall be considered to be an *employee* of the *policyholder*.

A subsidiary or affiliate of the *policyholder* shall cease to be eligible in the *policyholder's* group vision plan provided under this *policy* on the earliest of the following:

- The date the *policyholder* and the subsidiary or affiliate are no longer members of the same controlled group of corporations or trades or business under common control, as described for employee benefits taxation purposes in the Internal Revenue Code;
- The date the *policyholder's* written notice of its intent to terminate the participation of the subsidiary or affiliate is received by *us*, or on any later date as may be stated in such notice; or
- The date the *policy* terminates.

The insurance of any *employee* of a subsidiary or affiliate of the *policyholder*, and the insurance of such *employee's* covered *dependents*, shall immediately terminate on the date the subsidiary or affiliate ceases participation in the *policyholder's* group vision plan.

REQUIREMENTS FOR INSURANCE COVERAGE

Eligibility

A *policyholder* must indicate on the Employer Group Application the eligible classes of *employees* under this *policy*, if applicable, as defined below:

- An eligible class includes regular [full-time] *employees* in *active status*, if paid a salary or wage by the *employer* that meets State or Federal minimum wage requirements.

The eligible class may also include sole proprietors, partners, corporate officers if:

- The *employer* is a sole proprietorship, partnership or corporation; and
 - The sole proprietor, partner or corporate officer is actively performing activities relating to the business, gains a livelihood from the sole proprietorship, partnership or corporation and meets the definition of *employee* as defined in the Certificate of Insurance.
- {The *policyholder's* group insurance plan may also provide coverage for retired *employees* and their *dependents*. {The Retiree Class will be eligible only if the *policyholder* has {{26} or more} active *employees* enrolled in the plan(s), in an *active status*, the *policyholder* requests such coverage, and it is approved by *us*.}} No part-time or temporarily employed person may be included in an eligible class, unless the *policyholder's* Employer Group Application makes specific reference that part-time or temporarily employed persons are included and is approved by *us*. }}
 - Part-time *employees* and their *dependents* may be an eligible class only if the *policyholder* makes specific reference that part-time employees be included, and it is approved by *us*.
 - The spouse or child of an *employee* may be included in an eligible class as a *dependent* of the *employee* only if the *employee* is covered under this *policy*.

Date eligible

Each *policyholder's* group insurance plan may provide one of the following as the *eligibility date* for *employees*, or *employees* and *dependents* as provided by this *policy*. The *eligibility date* must be elected by the *policyholder* in the Employer's Group Application. *Eligibility date* options include immediate or first of the month as outlined below.

Immediate eligibility

Each *employee* included in an *eligible class* on, or after, the date the *employer* becomes a *policyholder* will be eligible under this *policy* on that date, provided the employee has completed the required *waiting period*, if any, indicated on the Employer Group Application.

First of the month eligibility

Each *employee* included in an *eligible class* after the date the *employer* becomes a *policyholder* will be eligible under this *policy* on the first day of the next following calendar month, or the first day of the next following calendar month after the completion of the *waiting period*, if any, or as otherwise agreed to by the *policyholder* and *us*.

{**Note:** Any *employee* who voluntarily terminates his or her insurance must satisfy a new *waiting period* in order to become insured again under the *policyholder's* plan. {However, if a person's insurance

REQUIREMENTS FOR INSURANCE COVERAGE

terminated because he or she was no longer considered to be in an eligible class, that person is not required to satisfy a new waiting period if he or she again becomes a member of an eligible class within one year from the date his or her insurance terminated.}}

PARTICIPATION REQUIREMENTS

The *policyholder* is required to maintain *our* minimum underwriting, participation and contribution requirements, as specified on the Employer Group Application.

We reserve the right to waive or modify the underwriting, participation and contribution requirements. Any such waiver shall not be construed as a waiver of any of the other requirements of this *policy* and shall not obligate *us* to provide any future waivers including any for underwriting, participation or contribution requirements.

RENEWAL AND TERMINATION PRIVILEGE

Right to not renew or terminate this policy

The *policyholder* may terminate this policy by giving {written} {or} {*electronic*} notice to *us* no later than 31 days prior to the desired termination date.

The *policyholder* may terminate the insurance provided under any provision of this *policy*, with *our* consent, by giving {written} {or} {*electronic*} notice to *us* as of a date mutually agreeable to the *policyholder* and *us*.

The *policyholder* may terminate an eligible class of *covered persons*, if applicable, from the *policyholder's* group insurance plan, with *our* consent, as of a date mutually agreeable to the *policyholder* and *us*. Termination will occur only with respect to *covered persons* included in the terminated class.

We may terminate this *policy*, as allowed by applicable law, by giving written notice to the *policyholder*. Written notice will be mailed no later than 31 days prior to the termination date, except as otherwise outlined under this provision.

We may refuse to renew or *we* may terminate the *policy* as follows:

- The *policyholder* fails to remit premium when due{, except that coverage continues during the grace period applicable to the due but unpaid premium}. {The *policyholder* is responsible for premium during the grace period. If payment is not remitted by the end of the grace period, the *policy* will terminate at 12:00 a.m. on the day the grace period ends.}
- The *policyholder* has failed to comply with *our* minimum underwriting, participation and/or contribution requirements, as specified on the Employer Group Application.
- The *policyholder* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact. *We* may terminate the *policy* immediately, by giving {written} {or} {*electronic*} notice to the *policyholder* for instances of fraud or intentional misrepresentation of a material fact.
- If *we* decide to discontinue offering a particular group vision *policy*:
 - The *policyholder* and the *employees* will be notified of such discontinuation at least 90 days prior to the date of discontinuation of such coverage; and
 - The *policyholder* will be given the option to purchase any other group policy providing vision benefits that are being offered by *us* at such time.
- *We* cease to do business in the group vision insurance market, as applicable and as allowed by the state requirements. If *we* cease doing business in the group vision market, the *policyholders* and the *employees* covered by such policies and the Commissioner of Insurance will be notified of such discontinuation at least 180 days prior to the date of discontinuation of such coverage.

RENEWAL AND TERMINATION PRIVILEGE

Effect of termination of this agreement

Upon termination of this *policy*, it is the *policyholder's* obligation to notify all *employees* insured under this *policy* of such termination, except for the specific situations outlined in the “Right to Not Renew or Terminate This Policy” provision. If the *policyholder* requires a contribution from the *employees* to offset a portion of the premiums, it is the responsibility of the *policyholder* to refund to those employees the portion of the contribution, if any, which the *policyholder* may have collected for any period of time following the termination of this *policy*.

Our obligation to offer continuation coverage under the consolidated Omnibus Budget Reconciliation Act (COBRA) to *covered persons* ends on the date the *policy* terminates. *Our* obligation to offer continuation coverage to *covered persons* under any other applicable law ends on the date this *policy* terminates or on such date as may be required under the applicable continuation of coverage law. It shall be the responsibility of the *policyholder* to secure continuation of coverage for *covered persons* whose continuation rights run beyond the termination of this *policy*.

Termination of insurance

Unless otherwise agreed to by the *policyholder* and *us*, termination of insurance will occur following any of the events listed below:

- The date this *policy* terminates in accordance with its terms and conditions;
- The termination date according to the “Right to not renew or terminate this policy” provision;
- The date the *policyholder*, acting with *our* knowledge and consent, deletes an optional benefit under this *policy*; termination under this paragraph will occur only with respect to such deleted optional benefit coverage;
- The date the *policyholder*, acting with *our* knowledge and consent, deletes an eligible class of *employees*, if applicable, from the *policyholder's* group insurance plan; termination under this paragraph will occur only with respect to *covered persons* included in the terminated class; or
- The date the *policyholder*, acting with *our* knowledge and written consent, terminates any provision of this *policy*; termination under this paragraph will occur on a date mutually agreeable to the *policyholder* and *us*.

{Retroactive terminations are not permitted under this *policy*. The *policyholder* will be required to pay premium through the actual date *we* are notified of the termination of a *covered person* or this *policy*.}[MJJ1]

Rescission, reduction of insurance or increase past premium

We reserve the right to rescind this *policy* or reduce insurance coverage or increase past premium, unless prohibited by applicable law. This action may be applied to one or all *covered persons* when *we* have been provided incomplete or inaccurate or untimely information on any enrollment form, Employer Group Application or any other eligibility form, if such intentional misrepresentation materially affected the acceptance of the group, the individual, or the risk.

RENEWAL AND TERMINATION PRIVILEGE

If on the date coverage is rescinded or reduced, no claims have been paid under this *policy*, we will return to the *policyholder* all premiums paid for such coverage.

If on the date coverage is rescinded or reduced, claims have been paid under this *policy*, we reserve the right to deduct an amount equal to the amount of such claims paid from the premiums to be returned to the *policyholder*. The *policyholder* is responsible for any amount of claims in excess of premium.

Reinstatement

If the *policy* terminates, it may be reinstated at *our* option. Reinstatement requests must be submitted {in writing} {or} {electronically} by the *policyholder*, are subject to *our* approval and are not guaranteed.

Any premium accepted in connection with a reinstatement will be applied to the period for which the premium was not previously paid.

{A *policyholder* that requests reinstatement will be assessed a Reinstatement Fee. {Information regarding fee amounts is available by accessing the *employer* portal of *our* Website.}}

[PREMIUMS]

Payment of premiums

Unless otherwise agreed to by *us*, the first premium is due on the *policyholder's* effective date under this *policy* and subsequent premiums are due {prior to} the first of each calendar month thereafter. {If the required premium is not received by *us* prior to the first day of each calendar month, or as otherwise agreed upon, the *policyholder* will be assessed a late payment fee. Information regarding fee amounts is available by accessing the *employer* portal of *our* Website.}

The required premium due on each premium due date is the sum of the premium for all *employees* in the *policyholder's* group health plan{, including any applicable late charge}. The premiums due will be determined by applying the premium rates then in effect for each type of insurance provided by this *policy* to the amount of insurance in force.

{Unless otherwise agreed to by *us*, all premiums are payable to *us* and will be deducted or transferred electronically from a bank account designated by the *policyholder* and agreed to by *us*. This *electronic* transaction will occur {during the last business week} {on the last business day} of the month for the following month's premium, or as otherwise agreed upon by the *policyholder* and *us*. If there are not sufficient funds in the designated bank account on the date that premiums are deducted or transferred, the *policyholder* will be assessed an insufficient funds fee. {Information regarding fee amounts is available by accessing the *employer* portal of our Website.}}

{Premiums should be sent to the designated location on the premium statement. Premiums will be recorded as paid on the date we received the payment. If there are not sufficient funds in the designated bank account on the date that premiums are deducted, the *policyholder* will be assessed an insufficient funds fee.}}

[MJJ2]

{Premium statement

{A premium statement will be prepared in accordance with the billing method *we* arrange with the *policyholder*. This premium statement will show the premium due. It will also reflect any pro rata premium charges and credits resulting from changes in the number of *covered persons* and changes in the amounts of insurance that took place during the period following the last premium statement. In the event that notice of termination of coverage, or a decrease in coverage, for a *covered person* is received by *us* more than one month after the termination or decrease, retroactive premium credit will {not be permitted} {be limited to {one, two, three} month's premium}.)}

Premium rate change

Premium rates for this *policy* will be calculated as specified in the "Payment of Premiums" provision. *We* reserve the right to change any premium rate, including on retrospective basis when:

- Terms of the *policy* are changed by *us*; or
- Our liability has been altered, in our opinion, because of:
 - A change in state of federal law; or
 - A substantive change in the composition of the *group*; or
 - Fraud or misrepresentation of a material fact by the *policyholder*, *employee* or an *employee's* *dependent*; or

[PREMIUMS]

- The *policyholder* changes the terms of this *policy* with *our* {written} {or} {electronically transmitted} consent; or
- {We provide 30 days {written} {or} {electronic} notice to the *policyholder* that rates will change, as permitted by applicable law. Such notice shall include the effective date of the change in premium rates.}

Premium charges for benefit changes or a modification of an individual's coverage

If the group vision plan benefits or an individual's insurance coverage are modified other than on a premium due date, any applicable change in premium resulting from the modification will become effective as follows:

{For a group with 2 – 99 *employees* the change in premium will be effective on the date the change in coverage becomes effective.}

{For a group with 100 or more *employees*:

- If the change is effective on or before the 15th of the month, the change in premium will be effective on the first of the month during which the change in coverage is effective;
- If the change is effective after the 15th of the month, the change in premium will be effective on the first of the month following the effective date of change in coverage.}

{The effective date of a change in premium will only vary from the above upon mutual written agreement between the *policyholder* and *us*.}

[Discounted Premium Disclosure

From time to time, we may offer prospective [or renewing] *policyholders* discounted premium for the selection of multiple lines of coverage with us.]

{Notice of individual coverage terminations

{Notification for individual coverage termination must be received by *us* within three working days of the termination date. If the required notification is not received within three working days, the *policyholder* will be assessed a failure to notify fee. Information regarding fee amounts is available by accessing the *employer* portal of *our* Website.

{Refunds of premium for retroactive terminations are not available unless otherwise specifically required by law.}}

{Notice of any person's coverage termination should be given within {30-60} days of the termination date. Failure to notify *us* of a termination of coverage within {30-60} days will result in the *policyholder* being liable for the difference between the premiums paid and all benefits provided or claims verified and/or paid after the date of termination.}

[MJJ3]

[PREMIUMS]

{Grace period

While this *policy* continues in force, a grace period of {30-90} days will be allowed to the *policyholder* following the premium due date, for the payment of each required premium due. This *policy* will remain in force during the grace period. If the required premium is not paid by the end of the {30-90} day period, this *policy* will terminate. {effective as of the last day of the month for which the last premium was received. Any claims incurred after the last day of the month for which premium was received are the responsibility of the *policyholder*}.}

{Unpaid premium

{If the required premium is not paid by the end of the {30-90} day grace period, *we* reserve the right to collect the premium for the grace period.}

{Unpaid premium is subject to a late charge of {1.5%} per month{, for each late month beginning on the first day after the premium due date} {for each late month beginning on the first day after the end of the grace period}.}