

SERFF Tracking Number: HMRK-126680530 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number: 46070
Company Tracking Number: HM 902 VIS 610
TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
Product Name: Vision
Project Name/Number: Vision/HM 902 VIS 610

Filing at a Glance

Company: HM Life Insurance Company

Product Name: Vision

TOI: H20G Group Health - Vision

Sub-TOI: H20G.000 Health - Vision

Filing Type: Form

SERFF Tr Num: HMRK-126680530 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 46070

Co Tr Num: HM 902 VIS 610

State Status: Approved-Closed

Author: Jennifer Bayich

Reviewer(s): Rosalind Minor

Date Submitted: 06/28/2010

Disposition Date: 07/16/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Vision

Project Number: HM 902 VIS 610

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/16/2010

Deemer Date:

Submitted By: Jennifer Bayich

Filing Description:

Dear Sir or Madam:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Exempt from Filing
in Pennsylvania

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Association

Explanation for Other Group Market Type:

State Status Changed: 07/16/2010

Created By: Jennifer Bayich

Corresponding Filing Tracking Number:

Enclosed please find the above referenced forms submitted for approval for use in the state of Arkansas. When approved, these forms will revise HLG902-VIS, et.al approved by the Department on June 24, 2003.

The above forms provide Group Vision Insurance on a standalone basis; we will market these forms through brokers, agents and third party administrators to groups defined by applicable law. There is no deviation from generally accepted standard insurance practices.

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Standard variable provisions are noted in the enclosed Summary of Variables, along with other required supporting documentation.

Should you have any questions, please contact me at the left-side address or at my direct dial of 412-544-0923; if you prefer I may be reached via email to Jennifer.bayich@hminsurancegroup.com.

Thank you in advance for your attention to this filing.

Sincerely,

Jennifer L. Bayich, Esq.
Compliance Analyst III

Company and Contact

Filing Contact Information

Jennifer Bayich, Compliance Analyst II jennifer.bayich@hminsurancegroup.com
P.O. Box 535061 412-544-0923 [Phone]
P6504 412-544-1138 [FAX]
Pittsburgh, PA 15235-5061

Filing Company Information

HM Life Insurance Company CoCode: 93440 State of Domicile: Pennsylvania
PO Box 535065 Group Code: 812 Company Type:
Suite P6504 Group Name: HM Insurance Group State ID Number:
Pittsburgh, PA 15253-5065 FEIN Number: 06-1041332
(412) 544-1139 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation: 6 forms x \$50.00 = \$300.00
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
HM Life Insurance Company	\$300.00	06/28/2010	37598492

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/16/2010	07/16/2010

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Disposition

Disposition Date: 07/16/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Guaranty Association Notice	Approved-Closed	Yes
Supporting Document	Policy Information Notice	Approved-Closed	Yes
Supporting Document	Summary of Variables	Approved-Closed	Yes
Supporting Document	Submission Letter	Approved-Closed	Yes
Form	Group Vision Policy	Approved-Closed	Yes
Form	Group Vision Certificate	Approved-Closed	Yes
Form	Portability Endorsement	Approved-Closed	Yes
Form	Application for Group Vision Insurance	Approved-Closed	Yes
Form	Group Vision Insurance Enrollment Form	Approved-Closed	Yes
Form	Vision Benefits Employee Enrollment Form	Approved-Closed	Yes

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Form Schedule

Lead Form Number: HM 902 VIS 610

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 07/16/2010	HMP 902-VIS (6/10)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Group Vision Policy	Revised	Replaced Form #: HLGP902-VIS Previous Filing #:	52.000	Policy HM 902-VIS 610.pdf
Approved-Closed 07/16/2010	HMC 902-VIS (6/10)	Certificate	Group Vision Certificate	Revised	Replaced Form #: HLGC902-VIS Previous Filing #:	51.000	Certificate HM 902-VIS 610 CLEAN.pdf
Approved-Closed 07/16/2010	HMP-V 109	Policy/Cont ract/Fratern al Certificate	Portability Endorsement	Initial		0.000	Port End HMP-V 109.pdf
Approved-Closed 07/16/2010	HMA-V 109	Application/ Enrollment Form	Application for Group Vision Insurance	Revised	Replaced Form #: HG1658 (4/99) Previous Filing #:	0.000	Application Form HMA-V 109.pdf
Approved-Closed 07/16/2010	HME-V 109	Application/ Enrollment Form	Group Vision Insurance Enrollment Form	Revised	Replaced Form #: HG0873 (04/03) Previous Filing #:	0.000	Enrollment Form HME-V 109.pdf
Approved-Closed 07/16/2010	HG0935 (R8/09)	Application/ Enrollment Form	Vision Benefits Employee Enrollment Form	Initial		0.000	Enrollment Form HG0935 (R8 09).pdf

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

**GROUP VISION POLICY • NON-PARTICIPATING
THIS POLICY PROVIDES LIMITED BENEFITS**

[ADMINISTERED BY

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

POLICYHOLDER:	[*]
POLICY NUMBER:	[*]
POLICY EFFECTIVE DATE:	[*]
POLICY ANNIVERSARY DATE:	[*]
STATE OF ISSUE:	[*]
MINIMUM PARTICIPATION REQUIREMENT	[None] [5] [10] [15] [20] [25] Employees
PREMIUM DUE DATE	Policy Effective Date and the first day of each month thereafter
[RATE PER MEMBER	[*]
[RATES PER- Employee	[*]
Family	[*]
[RATES PER Employee	[*]
Employee and one Dependent	[*]
Family	[*]
[RATES PER Employee	[*]
Employee and Spouse/Domestic Partner	[*]
Employee and Children	[*]
Family	[*]
[COMPOSITE RATE	[*]

HM Life Insurance Company, herein called the Company or we, us or our, in consideration of the Application for this Policy and the timely [payment] [remittance] of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible Employees and their eligible Dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide the Vision Insurance benefits described in this Policy and the Certificates issued to the Policyholder in consideration of the Policyholder's application, if any, and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown above as long as the Minimum Participation Requirement is met on that date.

This Policy and the Certificates issued to the Policyholder describe the terms and conditions of Insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of the provisions of this Policy and the provisions of the Certificates issued to the Policyholder carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address.

The Certificates issued to the Policyholder go into effect, subject to its applicable terms and conditions, on the later of the Policy Effective Date shown above, or at 12:01 AM on the Certificate Effective Date shown on the cover page of the Certificates issued to the Policyholder at the Policyholder's address.

The laws of the State of Issue shown above govern this Policy and the Certificates issued to the Policyholder. We and the Policyholder agree to all of the terms of this Policy and the Certificates issued to the Policyholder.

[Schedule of Affiliates

The following Affiliates are covered under this Policy on the effective dates listed below. A newly-acquired Affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies us within [30] [60] [90] days of its acquisition and pays the required premium. If we are not notified within the required time period, the Affiliate will be covered on the date we agree in writing to provide coverage and receive the required premium. Individuals who are employed by the Affiliate on its effective date of coverage are eligible for coverage on that date.

[Affiliate or Affiliated means a company or organization that is [subsidiary to, affiliated with or controlled by the Policyholder] [a member 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 Policyholder may terminate an Affiliate as of any Premium Due Date by giving us [30] [45] [60] [90] [120] [180] [days] advance written notice. The effective date of such termination will be the date:

1. Specified in the notice; or
2. The first day of the month immediately following the date specified in the notice.

The Policyholder has the sole responsibility to notify Covered Person's when their coverage ends due to termination of an Affiliate. Our liability under this Policy is limited to benefits payable for eligible claims incurred prior to the date of termination.

Affiliate Name	Location	Effective Date
[*]	[*]	[*]]

Cancellation

We may cancel this Policy, after the first year as of any [Premium Due Date] [Policy Anniversary Date], by giving the Policyholder [15] [30] [31] [60] [90] days advance written notice. Except for [non-payment] [non-remittance] of premium we will not cancel this Policy for the initial [12] [24] [36] months this Policy is in force.]

The Policyholder may cancel this Policy at any time by giving us advance written notice. The date of cancellation will be the date specified in such notice or on the last day of the period for which premiums were paid if no date is specified.

The Policyholder is liable to us for any [unpaid premium] [premium not remitted] for the time this Policy was in force.

If a premium is not [paid] [remitted] when due, we will cancel this Policy at the end of the last period for which

premium was [paid] [remitted], subject to the Grace Period provision. The Premium Due Date is the Policy Effective date shown on the first page of this Policy and the first day of each month thereafter. The Policyholder has the sole responsibility to notify Members of such termination.

Cancellation of the Policy or a Member's insurance under the Policy will not influence a Member's right to a claim for benefits which arose prior to the cancellation. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of cancellation.

Effect of Early Termination

If the Policyholder cancels the Policy or a covered class at any time [within [12] [24] [36] months of the Effective Date] [prior to the next Policy Anniversary Date] of this Policy [or prior to the next Enrollment Period sponsored by the Policyholder] [any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation] [the difference between any premiums paid up to the date of cancellation and the total premium otherwise due during this period] will be billed directly to the Policyholder.

Grace Period

1. With Respect to the Policy

A Grace Period of [31] [60] [90] days will be granted for [payment] [remittance] of required premiums due after the first premium, unless:

- a. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
- b. Written notice of our intention not to renew is delivered to the Policyholder at least [15] [30] [60] [90] days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not [paid] [remitted] during the Policy Grace Period, Insurance will end on the last day of the [Grace Period] [of the period for which premiums were] [paid] [remitted] without further notice to the Policyholder. The Policyholder is liable to us for any [unpaid premium] [premium that has not been remitted] for the time this Policy was in force during the Policy Grace Period.

2. With Respect to a Member

If a Member is billed individually a Grace Period of 31 days will be granted for payment of required premiums. A Member's Insurance under this Policy will remain in force during the Individual Grace Period. We will reduce any benefits payable for any claims incurred during the Individual Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Individual Grace Period Insurance will end on the last day of the period for which premiums were paid without further notice to the Member. The Member is liable to us for any unpaid premium for the time the Policy was in force during this period.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates and amounts of Insurance in effect for Members. We will provide notifications of premiums due, when premiums are due and any change in the premium rate, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums [paid] [remitted]:

1. By the Policyholder for all Members other than those described in (2) below, including any amounts

contributed toward the cost of this coverage by Members; and

2. By Members who are billed individually.

[The Policyholder has no obligation to pay premium for the coverage provided under this Policy; however, the Policyholder does have an obligation under the Policy to remit premium collected through payroll deduction or otherwise to us at our administrative office on or before the premium due date.]

If the Policyholder does not [pay any premium] [remit any premium collected through payroll deduction] when due, this Policy will be cancelled as of the date the unpaid premium was due, except as provided with respect to the Policy in the Grace Period provision.

If a Member billed individually does not pay his premium when due his coverage under this Policy will be cancelled as of the date the unpaid premium was due, except as provided in the Grace Period provision.

[Retroactive Termination

Retroactive termination of a Member's insurance for any reason other than cancellation of the Policy or a covered class is limited to [30] [45] [60] [90] days from the effective date of such person's Insurance under this Policy or following the next Enrollment Period sponsored by the Policyholder. We may refuse to credit premiums for a retroactively terminated Member if benefits under the Policy have been paid on behalf of, or authorized for such person after the effective date of the request for termination.]

Changes in Premium Rates

We may change the premium rates from time to time with at least [15] [30] [60] [90] days advance written notice to the Policyholder. No change in rates will be made until [12][24][36] months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Policy change;

[2.] [The number of Members eligible for coverage increases or decreases by more than [5][10] [15] [20] [25]% since the later of the Policy Effective Date and the date of the last renewal of this Policy;]

[3.][Less than [5][10][15] [20] [25] Employees eligible for coverage are insured under this Policy;]

[4.] Coverage is reinstated following failure to pay premium during the Grace Period;

[5.] [Acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by [5][10][15] [20][25]% or more the number of eligible individuals;]

[6.] [A change in the number of eligible individuals which would, on a manual rate basis, require a change of [5][10] [15] [20] [25]% or more in the premium rate;]

[7.] A change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or

[8.] The Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being [paid] [remitted].

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been [paid] [remitted].

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium [paid] [remitted].

[Reinstatement

This Policy may be reinstated within [60] [90] day of the end of the last period for which premium was [paid] [remitted] if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to us and [payment] [remittance] of all overdue premiums.

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

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this 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 this Policy.

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

Entire Contract; Changes

This Policy, including the application (if any), endorsements, amendments and any attached papers constitutes the entire contract of Insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a Member has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

We will provide an electronic copy of the Certificate of Insurance to the Policyholder for distribution by the Policyholder to their covered Employees. The Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this 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 the Policyholder to obtain this Policy 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, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to us by the Premium Due Date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose Insurance has terminated;
4. any additional information required by us.

Clerical Error

A Member's Insurance will not be affected by error or delay in keeping records of Insurance under this 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 this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

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

Incorporation

The provisions of the Certificates issued to the Policyholder, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.



President

HM Life Insurance Company
120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

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

POLICYHOLDER [Policyholder]
[PARTICIPATING ORGANIZATION] [Policyholder's Affiliate]
POLICY EFFECTIVE DATE: [July 1, 2010]
CERTIFICATE EFFECTIVE DATE: [July 1, 2010]
STATE OF ISSUE: [State]

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]

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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 [payment] [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

[If you were hired [30] [31] [60] [days] [or more] [on or] [before] [after] the Certificate Effective Date:] [None] [30] [31] [45] [60] [90] [days] [The period determined by the Policyholder's personnel practices [, but not more than 90 days].]

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
[Spouse]
[Children]

SCHEDULE OF BENEFITS

COORDINATION OF BENEFITS INCLUDED – SEE PAGE 22.

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 Member's Price][; or]

[3.] [The difference between the Allowance and the Member's Price - we will pay the dollar amount of the Allowance][; or]

[4.] [The difference between the Allowance and the Scheduled Fee - we will pay the dollar amount of the Allowance or the Provider's actual charge, if less][; or]

[5.] [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]

[6.] [The difference between any negotiated Discount and the Scheduled Fee][; or]

[7.] [The difference between the Allowance plus any negotiated Discount and the Usual and Customary Charge Fee - we will pay the dollar amount of the Allowance, or the Provider's actual charge, if less][; or]

[8.] [The difference between any negotiated Discount and the Usual and Customary Charge][; or]

[9.] [The difference between the Coinsurance Percentage 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] [y]our total responsibility is:

[1.][T]he 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 [; or]

[2.] [The difference between the Coinsurance Percentage and the Provider's actual charge for the material or service - we will pay the dollar amount of the Coinsurance Percentage. That calculation is based on the Usual and Customary Charge for the material or service, not the Provider's actual charge – the Member is responsible for any overage].]

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

[If a Covered Expense is not available through an In-Network Provider within [25] [50] [75] [100] 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.]

Covered Expense	Frequency		
Exam [Eyewear (frames and spectacle lenses [or contact lenses] [- includes contact lens evaluation, fitting and follow-up care])] [Eyeglasses [(f)frames [and] (s)pectacle lenses]] [Contact Lenses [(in lieu of Eyeglasses] [- includes contact lens [evaluation][,] [fitting] [and] [follow-up care])] [Contact Lens [evaluation][,] [fitting] [and] [follow-up care]]	[Once every [other] [12] [24] [months] [plan year]] [*] [* [Or] [once every [other] [12] [24] [months] [plan year] under age 19] [, or age 19 and over] [with a prescription change of 0.5 diopter or a 10 degree shift in axis] [Not Available]		
[Fashion Value Plan] [Fashion Plan] [Fashion Excellence Plan] [Fashion Excellence Gold Plan] [Designer Plan] [Designer Gold Plan] [Premier Plan] [Premier Platinum Plan] [Premier Platinum Plus Plan] [Hybrid Affinity Plan] [Hybrid Affinity Gold Plan]	In-Network Benefits		
	[HVHC Retail Network]	[Independent Provider Network]	[Wal-Mart Retail Network]]

Covered Expense	
Exam	[Paid in Full] [\$[5 - 75] Copayment] [Member is responsible for the entire cost]

<p>[Eyewear (includes frames and spectacle lenses [in lieu of contact lenses] [or contact lenses] [in lieu of eyeglasses])) [Contact Lenses [Evaluation][,] [Fitting][and] [Follow-up Care]]</p>	<p>[Included] [Paid in Full] [\$5 - 75] Copayment] [OR] [\$10 - 500] Allowance] [plus an additional] [5][10] [15] [20] [25] [30]% Discount] [on any overage] [Member is responsible for the entire cost]</p>	
<p>[Eyeglasses (frames and spectacle lenses Frames) [Frame] [Collection Frame [(in lieu of Allowance [and Discount] for a Non-Collection Frame)] [Fashion Frame Collection Designer Frame Collection Premier Frame Collection] [Non-Collection Frame] [Retail Wholesale] [Priced up to \$70 retail Priced over \$70 retail]</p>	<p>[Allowance]</p>	<p>[Member's Price]</p>
	<p>[Paid in Full] [\$5 - 50] Copayment] [OR] [\$10 - 300] Allowance] [plus an additional] [5][10] [15] [20] [25] [30]% Discount] [on any overage] [Member is responsible for the entire cost] [Up to \$30 (Member is responsible for the first \$40)] 10% (Member is responsible for 90% of the retail value)]</p>	
	<p>[\$5 - 35]]</p>	<p>[\$5 - 70] plus an additional 10% Discount on any amount over \$70]]</p>
<p>Spectacle Lenses [(per pair)] [Standard Spectacle Lenses] [Single Vision Lenses] [Bifocal Lenses] [Trifocal Lenses] [Lenticular Lenses] [Standard Progressive Lenses] [Premium Progressive Lenses]</p>	<p>[Included] [[Paid in Full] [\$5 - 200] Copayment] [OR] [\$10 - 600] Allowance] [plus an additional] [5][10] [15] [20] [25] [30]% Discount] [on any overage] [Member is responsible for the entire cost]</p>	
	<p>[\$5 - 300]</p>	<p>[\$5 - 600]</p>
	<p>[\$5 - 300]</p>	<p>[\$5 - 600]</p>
<p>[Contact Lenses [(per pair) [-] [in lieu of Eyeglasses)]) [Collection Contact Lenses] [(in lieu of Allowance [and Discount] for a Non-Collection Contact Lens)] [Soft Contact Lenses] [Standard Contact Lenses] [Daily Wear Contact Lenses] [Planned Replacement Contact Lenses] [Disposable Contact Lenses] [Non- Collection Contact Lenses] [Specialty Contact Lenses] [Medically Necessary Contact Lenses] [Contact Lenses [Evaluation][,] [Fitting] [and] [Follow-up Care]</p>	<p>[Included] [Paid in Full] [\$5 - 100] Copayment] [OR] [\$10 - 1000] Allowance] [plus an additional] [5][10] [15] [20] [25] [30]% Discount] [on any overage] [Member is responsible for the entire cost]]</p>	
<p>[Contact Lenses [Evaluation][,] [Fitting] [and] [Follow-up Care] [Soft Contact Lenses] [Standard Contact Lenses] [Daily Wear Contact Lenses] [Planned Replacement Contact Lenses]</p>	<p>[Included] [Paid in Full] [\$5 - 100] Copayment] [OR] [\$10 - 750] Allowance] [plus an additional] [5][10] [15] [20] [25] [30]% Discount] [on any overage] [Member is responsible for the entire cost]]</p>	

[Disposable Contact Lenses] [Non- Collection Contact Lenses] [Specialty Contact Lenses] [Medically Necessary Contact Lenses]	
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[There is an additional cost for the following Lens Options; other lens options, powers and frames may require an additional cost.

Lens Options [(per pair)]	[Member's Price]
[Oversize Lenses]	[Included] [Paid in Full] [\$5 - 100] [Copayment] [OR] \$[10 - 100] Allowance] [Member is responsible for the entire cost]
[Fashion tinting of plastic lenses]	[Included] [Paid in Full] [\$5 - 30] [Copayment] [OR] \$[10 - 30] Allowance] [Member is responsible for the entire cost]
[Gradient tinting of plastic lenses]	[Included] [Paid in Full] [\$5 - 30] [Copayment] [OR] \$[10 - 30] Allowance] [Member is responsible for the entire cost]
[Fashion and gradient tinting of plastic lenses]	[Included] [Paid in Full] [\$5 - 30] [Copayment] [OR] \$[10 - 30] Allowance] [Member is responsible for the entire cost]
[Solid Tint]	[Included] [Paid in Full] [\$5 - 30] [Copayment] [OR] \$[10 - 30] Allowance] [Member is responsible for the entire cost]
[Gradient Tint]	[Included] [Paid in Full] [\$5 - 30] [Copayment] [OR] \$[10 - 30] Allowance] [Member is responsible for the entire cost]
[Glass-Grey #3 prescription sunglass lenses]	[Included] [Paid in Full] [\$5 - 60] [Copayment] [OR] \$[10 - 60] Allowance] [Member is responsible for the entire cost]
[Glass Lenses]	[Included] [Paid in Full] [\$5 - 50] [Copayment] [OR] \$[10 - 50] Allowance] [Member is responsible for the entire cost]
[Ultraviolet Coating]	[Included] [Paid in Full] [\$5 - 60] [Copayment] [OR] \$[10 - 60] Allowance] [Member is responsible for the entire cost]
[Scratch Resistant Coating]	[Included] [Paid in Full] [\$5 - 60] [Copayment] [OR] \$[10 - 60] Allowance] [Member is responsible for the entire cost]
[Standard Scratch Resistant Coating]	[Included] [Paid in Full] [\$5 - 60] [Copayment] [OR] \$[10 - 60] Allowance] [Member is responsible for the entire cost]
[Premium Scratch Resistant Coating]	[Included] [Paid in Full] [\$5 - 100] [Copayment] [OR] \$[10 - 100] Allowance] [Member is responsible for the entire cost]
[Scratch Protection Plan (single vision)]	[Included] [Paid in Full] [\$5 - 100] [Copayment] [OR] \$[10 - 100] Allowance] [Member is responsible for the entire cost]
[Scratch Protection Plan (multi focal vision)]	[Included] [Paid in Full] [\$5 - 100] [Copayment] [OR] \$[10 - 100] Allowance] [Member is responsible for the entire cost]
[Polycarbonate Lenses]	[Included] [Paid in Full] [\$5 - 70] [Copayment] [OR] \$[10 - 70] Allowance] [Member is responsible for the entire cost]
[Blended Segment Lenses]	[Included] [Paid in Full] [\$5 - 40] [Copayment] [OR] \$[10 - 40] Allowance] [Member is responsible for the entire cost]
[Intermediate Vision Lenses]	[Included] [Paid in Full] [\$5 - 100] [Copayment] [OR] \$[10 - 100] Allowance] [Member is responsible for the entire cost]
[Standard Progressive Lenses]	[Included] [Paid in Full] [\$5 - 200] [Copayment] [OR] \$[10 - 200] Allowance] [Member is responsible for the entire cost]
[Premium Progressive Lens]	[Included] [Paid in Full] [\$5 - 300] [Copayment] [OR] \$[10 - 300] Allowance] [Member is responsible for the entire cost]
[Free Form Progressive Lenses]	[Included] [Paid in Full] [\$5 - 600] [Copayment] [OR] \$[10 - 600] Allowance] [Member is responsible for the entire cost]
[Ultra Progressive Lenses]	[Included] [Paid in Full] [\$5 - 400] [Copayment] [OR] \$[10 - 400] Allowance] [Member is responsible for the entire cost]
[Photochromic Glass Lenses]	[Included] [Paid in Full] [\$5 - 100] [Copayment] [OR] \$[10 - 100] Allowance] [Member is responsible for the entire cost]
[Plastic Photosensitive Lenses]	[Included] [Paid in Full] [\$5 - 75] [Copayment] [OR] \$[10 - 75] Allowance] [Member is responsible for the entire cost]
[Polarized Lenses]	[Included] [Paid in Full] [\$5 - 150] [Copayment] [OR] \$[10 - 150] Allowance] [Member is responsible for the entire cost]

[Standard Anti-Reflective (AR) Coating]	[Included] [Paid in Full] [\$5 - 75] [Copayment] [OR] \$[10 - 75] Allowance] [Member is responsible for the entire cost]
[Premium Anti-Reflective (AR) Coating]	[Included] [Paid in Full] [\$5 - 100] [Copayment] [OR] \$[10 - 100] Allowance] [Member is responsible for the entire cost]
[Ultra Anti-Reflective (AR) Coating]	[Included] [Paid in Full] [\$5 - 150] [Copayment] [OR] \$[10 - 150] Allowance] [Member is responsible for the entire cost]
[Standard] [Hi-Index Lenses]	[Included] [Paid in Full] [\$5 - 150] [Copayment] [OR] \$[10 - 150] Allowance] [Member is responsible for the entire cost]
[Premium Hi-Index Lenses]	[Included] [Paid in Full] [\$5 - 250] [Copayment] [OR] \$[10 - 250] Allowance] [Member is responsible for the entire cost]

[Covered Expense]	Out-of-Network Benefits
[Exam]	[\$[10 – 200] Reimbursement] [Member is responsible for the entire cost]
[Eyewear (includes frames and spectacle lenses [or contact lenses] [in lieu of contact lenses]	[\$[10 – 500] Reimbursement] [Member is responsible for the entire cost]]
[Frames [Retail Wholesale]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]]
[Spectacle Lenses [(per pair)] [Standard Spectacle Lenses] [Single Vision Lenses] [Bifocal Lenses] [Trifocal Lenses] [Lenticular Lenses] [Standard Progressive Lenses] [Premium Progressive Lens]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost] [Included]]
[Contact Lenses] [(per pair [– in lieu of eyeglasses])] [Soft Contact Lenses] [Standard Contact Lenses] [Daily Wear Contact Lenses] [Planned Replacement Contact [Disposable Contact Lenses] [Specialty Contact Lenses] [Medically Necessary Contact Lenses (with prior approval)] [Contact Lens [Evaluation][,] [Fitting] [and] [Follow-up Care]	[\$[10 - 500] Reimbursement] [Member is responsible for the entire cost] [Included]]
[Contact Lens [Evaluation][,] [Fitting] [and] [Follow-up Care] [Soft Contact Lenses] [Standard Contact Lenses] [Daily Wear Contact Lenses] [Planned Replacement Contact [Disposable Contact Lenses] [Specialty Contact Lenses] [Medically Necessary Contact Lenses (with prior approval)]	[\$[10 - 200] Reimbursement] [Member is responsible for the entire cost] [Included]]

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

Lens Options [(per pair)]	
[Oversize Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Fashion tinting of plastic lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Gradient tinting of plastic lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Fashion and gradient tinting of plastic lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Solid Tint]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Gradient Tint]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Glass-Grey #3 prescription sunglass lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Glass Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Ultraviolet Coating]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Scratch Resistant Coating]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Standard Scratch Resistant Coating]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Premium Scratch Resistant Coating]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Scratch Protection Plan (single vision)]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Scratch Protection Plan (multi focal vision)]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Polycarbonate Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Blended Segment Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Intermediate Vision Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Standard Progressive Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Premium Progressive Lens]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Free Form Progressive Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Ultra Progressive Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Photochromic Glass Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Plastic Photosensitive Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Polarized Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Standard Anti-Reflective (AR) Coating]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Premium Anti-Reflective (AR) Coating]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]

[Ultra Anti-Reflective (AR) Coating]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Standard] [Hi-Index Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]
[Premium Hi-Index Lenses]	[\$[10 - 300] Reimbursement] [Member is responsible for the entire cost]

An 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.

[No additional discounts are available on frames or contact lenses purchased at Wal-Mart.]

[Polycarbonate lenses are covered in full for Dependent Children, monocular patients, and patients with prescriptions \geq +/- 6.00 diopters.]

[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.]

[If you purchase a frame a participating independent Provider, your total cost is limited to two times the difference between the Allowance and the wholesale cost of the selected frame.]

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

- One pair of Daily Wear Contact Lenses; or
- Two boxes of Planned Replacement Contact Lenses; or.
- Four boxes of Disposable Contact Lenses.

All contact lenses in the Collection are single vision spherical lenses.]

[Specialty Contact Lenses are limited to one pair of lenses. These lenses include (but are not limited to) toric, rigid gas permeable and multifocal 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.]

[Contact lens evaluation [,] [and] [fitting] [and follow-up care] applies to standard daily wear, disposable, planned replacement[,] [and] [specialty] [and medically necessary contact lenses].]

[The Allowance can be applied towards a complete contact lens evaluation, fitting and follow-up care where available.]

[The Reimbursement can be applied towards a complete contact lens evaluation, fitting services and follow-up care where available.]

[Low Vision Coverage

Covered Service	In-Network Benefits
Comprehensive Evaluation	
Frequency	One comprehensive evaluation every 60 months (includes our follow-up visits in that period)
Maximum Allowance per Evaluation	[\$50 – 600]
Maximum Allowance per Follow-up Visit	[\$50 – 600]
Maximum Allowance per Aid	[\$50 - 600]
Lifetime Maximum Allowance for all Aids	[\$250 - 1200]
Out-of-Network	Member is responsible for the entire cost

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. Any amount due over the allowances above for an evaluation, follow-up visits or aids is the Member's responsibility. 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. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.]

[Occupational and Safety Program

Covered Service	Coinsurance
Occupational Frames	[50% - 100%]
Safety Frames	[50% - 100%]
Safety Lenses [(per pair)]	[50% - 100%]

This program:

1. Provides suitable eyewear for improved job performance;
2. Is available both In-Network and Out-of-Network; and
3. Is not subject to prior approval.

In-Network the Member's cost is limited to the difference between the Coinsurance Percentage and the amount the Provider has agreed to take as reimbursement for the materials. In-Network Providers have a collection of frames for the Occupational Program and Safety Program.

Out-of-Network a Member is responsible for the difference between the Coinsurance Percentage and the Provider's actual charge for the exam and materials.

Safety glasses will meet ANSI Z.87 requirements.]

[Safety Program

Covered Service	In-Network Benefits
Eyewear (Safety Lenses and Safety Frames) [Safety Lens] [Standard Progressive Addition Safety Lens [Premium Progressive Varilux™, etc.)] [Safety Frames] [Collection Safety Frame (in lieu of Allowance)for a Non-Collection Safety Frame Safety Fashion Frame Collection Safety Designer Frame Collection Safety Designer Frame Collection Non-collection Safety Frame]	[Paid in Full] [\$[5-70] Copayment] [OR] [\$ [10 - 300] Allowance] [plus 20% Discount on any overage]
Out-of-Network	Member is responsible for the entire cost

This program is used to evaluate a person's vision to determine the most suitable eyewear for improved job performance – it is not subject to prior approval.

All ranges of prescriptions and sizes plus oversize Lenses; fashion and gradient tinting; scratch resistant coating; polycarbonate Lenses; ultraviolet coating; and glass-grey #3 prescription sunglasses are included in the Safety Program.

The Safety Frame Collections meet or exceed the Z87.1 American National Standard and the requirements of the Occupational Safety and Health Administration (OSHA) for impact resistance.

Polycarbonate lenses meet or exceed the Z87.1 American National Standard and the requirements of the Occupational Safety and Health Administration (OSHA) for impact resistance.]

[Laser Vision Correction Surgery

In-Network [Discount] [Allowance]	[[10] [20] [25]%, or receive an additional 5% discount on any advertised specials, or the Provider's actual charge, whichever is lower]] [\$500 - 3000] or the Provider's actual charge if less The Allowance is for [one] [or both] eye[s] and is the maximum that will be paid for laser vision correction in a Member's lifetime]]
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Out-of Network	Member is responsible for the entire cost
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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).

Approval must be obtained prior to surgery [to receive the discount]. 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.

Surgery must be performed within [one] [two] [three] [four] [five] [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.]

[Disease Management Program

Covered Service	In-Network Benefit
Exam	Two additional eye examinations per year are paid in full
Polycarbonate Lenses and Plastic Photosensitive Lenses	Paid in full
Replacement pair of Spectacle Lenses	Paid in full if the second eye exam identifies a prescription change of +/- 0.50 diopters or greater
Progressive Lenses	If diagnosed with Cataracts - standard progressive lenses paid in full OR premium progressive lenses after a \$40 Copayment

Out-of Network	Member is responsible for the entire cost
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The Disease Management Program helps manage eye diseases related to Macular Degeneration, Diabetes, Glaucoma and Cataracts. If a Member is diagnosed with Diabetes, Cataracts or Glaucoma he is eligible for the Disease Management Program. Participation in the Disease Management Program is subject to prior approval. To participate in the program the Member or the attending Provider must send a completed request to the Administrator. Once approved we will:

1. Cover two additional eye examinations per year and waive any copayment;
2. Waive any additional In-Network Copayment for Polycarbonate Lenses and Plastic Photosensitive Lenses;
3. Cover a replacement pair of spectacle lenses if the second eye exam identifies a prescription change of +/- 0.50 diopters or greater and waive any copayment; and

4. If a Member is diagnosed with Cataracts, provide:
 - a. Standard progressive lenses and waive any copayment; or
 - b. Premium progressive lenses after a \$40 copayment.]

[Replacement Contact Lens Program

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

[Eyeglass Warranty

Davis Vision provides a breakage warranty to repair or replace any collection frame and/or lens(es) for a period of one year from the date of delivery. This warranty applies to eyeglasses (spectacle lenses, frames from the Davis Vision frame collection and frames obtained from a national retail chain that is part of Davis Vision's Provider Network where the Davis Vision frame collection is not displayed).]

[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. Disposable contact lenses are available at a 10% discount. At Wal-Mart locations a Member will receive the full allowances toward Wal-Mart's everyday low prices. No additional discounts are available at Wal-Mart 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.

[Active Service means the person is either:

1. At work on one of the their scheduled work days and is performing his regular duties on a scheduled basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires him to travel;
2. On a scheduled holiday, vacation day or period of Employer-approved paid leave of absence provided the person was in Active Service on the preceding scheduled workday.

A person is not considered in Active Service if he is:

1. An in-patient in a hospital, skilled nursing facility, rehabilitation hospital, convalescent / personal care facility or receiving out-patient care and/or therapy that affects a person's ability to perform his regular duties on a scheduled basis; or
2. Confined at home under a Physician's care.]

[Affiliate or Affiliated means a company or organization that is subsidiary to, affiliated with or controlled by the Policyholder.]

[Affiliate or Affiliated means a company or organization that is a member 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.]

[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 means your [or your [Partner's] [Spouse's] unmarried natural or unmarried step Child who[:]

[a.] is under age [19] [23] [25] [26] [30]; or

b. is unmarried, under age [23] [25] [26] [30] and attends an accredited educational institution as a full-time student.]

Attainment of the limiting age shall not operate to terminate the coverage of an Eligible Dependent child if at such date the Dependent child is and continues thereafter to be both: (1) incapable of self-sustaining employment by reason of mental or physical handicap; (2) chiefly dependent upon the Eligible Participant for support and maintenance, or the Eligible Participant's estate is chargeable for the care of said Dependent; and (3) the Dependent child remains in such condition. We request notice of such incapacity as soon as reasonably possible after the child reaches the limiting age.

This Insurance will continue for as long as the Employee's [Insurance stays in force] [remains eligible] and the Child remains incapacitated. Additional proof may be required from time to time but not more often than once a year.]

This term includes a Child who:

1. Is living with you or your [Partner] [Spouse] in a parent Child relationship; or
2. Is adopted by or placed for adoption with, or is party in a suit for adoption by, you or your [Partner] [Spouse]; or
3. Is required to be provided coverage by you or your [Partner] [Spouse] under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a 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).]

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

[Coinsurance Percentage means the portion of eligible expenses payable to a Member under the Policy. Coinsurance Percentages, if applicable, are shown in the *Schedule of Benefits*.]

[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.] [Spouse; or]

[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 means a person of [the same] [or] [the opposite] sex who:

[1.] [is not married or legally separated];]

[2.] [has not been party to an action or proceeding for divorce or annulment within the last six months, or has been a party to such an action or proceeding and at least six months have elapsed since the date of the judgment terminating the marriage];]

[3.] [is not currently registered in a domestic partnership with a different Domestic Partner and has not been in such a relationship for at least six months];]

[4.] [occupies the same residence as the Employee];]

[5.] [has not entered into a Domestic Partnership Arrangement that is temporary, social, political, commercial or economic in nature];] [and]

[6.] [has entered into a Domestic Partnership Arrangement with the Employee].

[Domestic Partnership Arrangement means the Employee and another person of [the same] [or] [the opposite] sex has any three of 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;]

[2.] [joint ownership of a vehicle;]

[3.] [joint ownership of a checking account or credit account;]

[4.] [designation of the domestic partner as a beneficiary for the employee's life Insurance or retirement benefits;]

[5.] [designation of the domestic partner as a beneficiary of the employee's will;]

[6.] [designation of the domestic partner as holding power of attorney for health care];] or]

[7.] [shared household expenses].]

Employee means [a full time] [an] Employee of the Policyholder [who works at least [10] [15] [20] hours per week] [and meets all of the requirements of one of the Covered Classes shown below:].

[Class 1] [All Employees of the Policyholder who are officers]

[Class 2] [All Employees of the Policyholder who are managers or supervisors]

[Class 3] [All Employees of the Policyholder] at [location]]

[Class 4] All other Employees of the Policyholder]

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*. This time period is measured from the date of your last eye examination or the date you received the eyeglasses, fame or spectacle lenses or contact lenses.

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 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”] [“Spouse ”] 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.

[Participating Organization means the entity shown on the cover page of this Certificate. Such entity must be an Affiliate or Affiliated with the Policyholder];

[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 a person of the opposite sex who is legally married to the Employee.]

[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 and 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 [Partners] [Employee and Spouse] are eligible as an Employee one but not both may elect Dependent coverage.

EFFECTIVE DATE

[You] [and] [Y]our eligible Dependent's Insurance becomes effective on the later of the[:]

[1.] [D]ate [First day of the month] [following the date][:]

[a.] A completed enrollment form[, if any,] is submitted for the person or persons to be insured and we approve that form; and

[b.] 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[: or]

[2. The person or persons to be insured meets the *Active Service Requirement*].

[A newborn Dependent Child is automatically covered from birth provided we receive notification within ~~31~~ **90** days after the birth of the newborn.

A Child adopted by you] or your [Partner] [Spouse], 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 as follows: Newly adopted children are covered from the moment the petition for adoption is filed. If the newly adopted child is a newborn, the child is covered from the moment of birth if you file the petition for adoption within 60 days of the date of the child's birth. If we receive the enrollment form more than 60 days after the date you file the petition for adoption or the birth of the child, you cannot enroll the child until the first day of the calendar month coinciding with or next following 31 days from that date.

A Child required to be provided coverage by you or your [Partner] [Spouse] 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] [at any time] [during the following periods:]

[1.] [Within [31] [45] [60] [90] days after the date you are [or your Dependent is] first eligible for coverage[:]; or]

[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[, unless you have a certificate of credible coverage from another vision plan, or did not apply when *first eligible* because of other vision coverage]. If you do not enroll [yourself] [or] [your Dependent] when *first eligible* [you] [and/or] [your Dependent] 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 his] Dependent's Insurance under the Policy within [31] 45] [60] [90] days of the [first day of the month following the] [date] [he] [or] [that Dependent] is *first eligible*; or
2. Elects coverage on [himself] [and/or] [his Dependents] within 31 days of the [first day of the month following 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] [Spouse] 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:

[1.] [Day] [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:

- a. A completed enrollment form, if any, is submitted or the person or persons to be insured and we approve that form; and
- b. Provided 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[; or]

[2. The date the person to be insured meets the *Active Service Requirement*].]

[ACTIVE SERVICE REQUIREMENT

If a person is not in Active Service on the date he would otherwise have become insured, coverage on that person will become effective on the day following the date he returns to Active Service.]

TERMINATION OF INSURANCE

Please read the *Continuation* section of the 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 [day] [first of the month following] the date the Policy or Insurance for a Covered Class is terminated; or
2. The [day] [next premium due date after first of the month] following the date he is no longer in a Covered Class or satisfies eligibility requirements under the Policy;
- [3.] [With respect to a Child the [day] [next premium due date after first of the month] [last day of the calendar year] following the date the Child is no longer in a Covered Class or satisfies eligibility requirements under the 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 provided for in *Continuation*; or
- [7.] [With respect to a [Spouse] [or] [Domestic Partner], the [day] [first of the month] following the date of the death of the Employee or the [day] [first of the month] following the date of [divorce from the Employee][, or [termination of a Domestic Partnership Arrangement]][; or]

[8.] [The [day] [first of the month] last day of the calendar year] following the date the Employee retires from Active Service with the Policyholder].

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 [for] [15][30][45][60][90] days [until the end of][following] [from] [the month] [in which] [date] the layoff or leave of absence began] [the period of time granted by your Employer] 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.] Continuation of Coverage

If a Member's Insurance terminates for any reason other than payment of any required premium when due or termination of the Policy, he may elect to continue coverage under the Policy. To do so, the Member must:

- a. Have been continuously insured for at least [6] [12] [24] [36] months under the Policy and/or any plan it replaced just before the date their Insurance terminates; and
- b. Make the election within 31 days of termination and pay all required premiums for the continued coverage.

Continued coverage is subject to all of the provisions and limitations of the Policy. The premium rate charged for the continued coverage will be 105% of the rate charged under the Policy. Premiums for continued coverage will be billed directly to the terminated individual on a monthly, quarterly, semi-annual or annual basis, as elected by the Member. Premiums for the continued coverage:

- a. Will be billed directly to such person collected from the terminated individual on a quarterly, semi-annual or annual basis, depending on his election; and
- b. Are due on or before the premium due date shown on the invoice, bill or other request for payment.

The entire amount due for the continued coverage should be paid on or before the premium due date.

Coverage continued under this provision will end when the Policy terminates or the last period for which premium is paid, whichever occurs first. [At that time the Member may elect COBRA.]

[5.] [COBRA

In general, the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers, (other than certain church employers) who normally employed 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.]

[PORTABILITY

If a Member's Insurance terminates for any reason other than payment of any required premium when due he may elect to continue coverage under the Policy. To do so the Member must:

1. Have been continuously insured for at least {12 is standard;} [6] [12] [24] [36] months under the Policy and/or any plan it replaced just before the date their Insurance terminates; and
2. Make the election within 31 days of termination and pay all required premiums for the continued coverage.

Ported coverage is subject to all of the provisions and limitations of the Policy. The premium rate charged for the continued coverage will be 105% of the rate charged under the Policy. Premiums for ported coverage will be billed directly to the terminated individual on a monthly, quarterly, semi-annual or annual basis, as elected by the Member. Premiums for the ported coverage:

1. Will be billed directly to such person collected from the terminated individual on a quarterly, semi-annual or annual basis, depending on his election as elected by the Member; and
2. Are due on or before the premium due date shown on the invoice, bill or other request for payment.

The entire amount due for the ported coverage should be paid on or before the premium due date.

Coverage ported under this provision will end automatically at the end of the last period for which premium is paid.]

[REINSTATEMENT

If Insurance ends because:

1. You are no longer eligible [you] [and] [your Dependents] may become insured again [without satisfying another Waiting Period] provided you re-enroll [yourself] [and] [your Dependents] within [90] [180] [365] days. If you do not re-enroll [yourself] [and] [your Dependents] within 31 days of the date you become eligible again you must wait until the next Enrollment Period [or a Life Event] to enroll.
2. 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.
3. A Dependent becomes 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.

4. 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 within [12] [24] [36] months of service.]
- [6.] [For sickness or injury covered by a workers' compensation act or other similar legislation.]
- [7.] [Incurred as a direct or indirect result of war (declared or undeclared).]
- [8.][Incurred as a result of an intentionally self-inflicted injury or injury sustained while committing a crime.]
- [9.][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.]
- [10.][For any medical treatment rendered outside the United States or Canada.]
- [11.][For services rendered by practitioners who do not meet the definition of Provider.]
- [12.][For expenses covered by any other group Insurance.]
- [13.][For expenses covered by a health maintenance organization or hospital or medical services prepayment plan available through an employer, union or association]
- [14.][For any expenses covered by any union welfare plan or governmental program or a plan required by law.]
- [15.][For comprehensive low vision evaluations, subsequent follow-up visits following such evaluation or low vision aids for which prior approval was not obtained from us or our authorized representative.]
- [16.][For medically necessary contact lenses prescribed for a Member for which prior approval was not obtained from us or our authorized representative.]
- [17.][For laser vision correction for which prior approval was not obtained from us or our authorized representative.]

[COORDINATION OF BENEFITS

Coordination of Benefits ("COB") applies when a Member has vision coverage under more than one plan. If a Member is also covered under another plan, we will coordinate the payment benefits under the Policy with the other plan so as to prevent duplicate payments for any Allowable Expense. Each plan will pay benefits in the

order described in "Order of Benefit Determination" but will not pay more than the remaining unreimbursed Allowable Expenses Incurred during the Claim Determination Period. This considers all benefits that a plan paid or would have paid had a claim been filed.

"Allowable Expense" means a necessary, reasonable and customary item of expense for any expense which is covered at least in part by the Policy. This term does not include a service, supply, or treatment which is not covered by the Policy. When a benefit is provided in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and benefit paid.

"Claim Determination Period" means a full or partial Plan Year during which the Member on whom a claim is based is covered under our Policy.

1. Order of Benefit Determination

If a Member is covered under the Policy and one or more other plans at the same time, the plans will pay benefits in this order:

- a. any plan that has no similar Coordination of Benefits Provision will pay first;
- b. the plans that have a Coordination of Benefits Provision will pay as follows:
 - (1) first, any plan in which the Member is covered other than as a Dependent,
 - (2) second, any plan in which the Member is covered as a Dependent.

If the Member is covered as a Dependent under two or more plans, the plan in which the Member is a Dependent of a person whose date of birth, excluding year of birth, occurs earlier in a calendar year will pay before the plan in which the Member is a Dependent of a person whose date of birth, excluding year of birth, occurs later in the Calendar Year.

Other rules apply if a claim is made for a Covered Dependent Child whose parents are separated or divorced:

- a. if the parent with custody of the Child has not remarried, the plans will pay in this order:
 - (1) first - any plan under which the Child is covered as a Dependent of the parent who has custody;
 - (2) second - any plan under which the Child is covered as a Dependent of the parent who does not have custody.
- b. if the parent with custody of the Child has remarried, the plans will pay in this order:
 - (1) first, any plan under which the Child is covered as a Dependent of the parent who has custody;
 - (2) second, any plan under which the Child is covered as the Dependent of the step-parent;
 - (3) third, any plan under which the Child is covered as the Dependent of the parent who does not have custody.

These rules do not apply when a court decree fixes the responsibility for the health care cost of a Child whose parents have separated or divorced. Any plan under which the Child is covered as the Dependent of a parent with this legal responsibility will always pay first. If the above rules do not apply, the plan which has covered the Member for the longest continuous period of time will determine its benefits first followed by the next succeeding plan. However, if the Member upon whom a claim is based is a laid off or retired Employee or a Covered Dependent, the plan (if any) providing coverage as such will be determined after the benefits of any other plan covering the Member as an active Employee.

2. Right to Receive and Release Needed Information

We have the right to obtain or give information needed to coordinate benefit payments with other plans. This can be from or to any other Insurance company, organization or person, subject to the consent of the Member. Any Member claiming benefits must furnish us with the necessary information needed to coordinate benefit payments.

3. Right to Make Payments

We have the right to pay any other organization, as needed, to properly carry out this provision. Any such payments made in good faith are considered benefits paid under the Policy, and fully discharge our liability, to the extent of such payments.

4. Right to Recovery

We have the right to retrieve any excess amounts that may have been paid out should they exceed the provisions of the Policy. This can be from the Member for whom the payments were made. It can also be from any other Insurance company or organization.]

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 (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we are liable.

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.

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 shall 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 shall 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 shall 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] [24] [36] 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] [24] [36] 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 applicable representative shall 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.

HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099
1-800-328-5433

PORTABILITY ENDORSEMENT

To be attached to and made part of Policy [*] issued to [*] as Policyholder.

Effective [*] the Policyholder, by signing below, acknowledges and understands if the above referenced Policy is cancelled for any reason coverage under the Policy with respect to any Member whose coverage is currently being ported, or who elects to port his coverage within 31 days of the date of cancellation:

1. Will remain in effect for reporting purposes after the date of cancellation until all such persons are no longer eligible to continue coverage due to non-payment of the required premium when due; and
2. Any person currently insured under the Policy must elect to port coverage and pay the first premium for the ported coverage within 31 days of the date of cancellation; and
3. A person's ability to elect to port his coverage within 31 days of that date is subject to the terms and conditions of the Policy; and
4. The Policyholder has no other obligations under the Policy with respect to such persons, including but not limited to maintaining eligibility or collecting premium after the Policy is cancelled.

We will forward any information necessary for reporting purposes to the Policyholder upon request. The Policyholder understands and acknowledges such information is limited to any records maintained in connection with the Policy and distribution of any such information is subject to our current business practices and privacy policy.

HM Life Insurance Company

By



President

Agreed to by the Policyholder:



Application for Group Vision Insurance

Please Type or Print – Must be completed in full. Indicate "N/A" or "none" if item does not apply.

Applicant			
Full Legal Name of Group (to appear on Policy)		Tax ID Number	
Key Contact Person	Business Telephone	Fax Number	
E-mail	Internet Address		
Address	City	State	ZIP
Delivery Address (if different from above)	City	State	ZIP
Nature of Business		SIC Code	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Partner <input type="checkbox"/> Franchise <input type="checkbox"/> Association <input type="checkbox"/> Other			
List Classes of Employees to Be Covered:		Eligibility Waiting Period (new hires only):	
Are there any affiliates to be insured? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list below; if additional space is needed, please attach a separate sheet.			
Full Legal Name of Affiliate		Nature of Business	
Address of Affiliate		City	State ZIP
Requested Effective Date:		Number of Eligible Employees:	
Will the requested insurance replace existing insurance?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is this a Section 125 plan? <input type="checkbox"/> Yes <input type="checkbox"/> No			

** Spouse may include domestic partner*

Applicant Agrees That
<p>The insurance coverage requested and requested effective date must be approved by Davis Vision under its current rules and practices.</p> <p>No insurance agent or broker has authority to guarantee acceptability of requested insurance coverage. All materials describing this coverage must be approved in writing by the administrator and carrier prior to distribution. Note: Coverage will not be in effect until notified in writing by Davis Vision. Do not cancel prior coverage until notified.</p> <p>Premium rates quoted were based on the data submitted to Davis Vision. Final premium rates will be determined on the basis of the actual composition of the group of persons who become insured.</p> <p>I represent that the statements contained in this application are true and complete to the best of my knowledge and belief, and I understand that they form the basis for Davis Vision's approval of the coverage requested.</p>

Signature of Applicant's Authorized Representative

Date

Title

Print Name of Applicant's Authorized Representative

Signature of Witness and/or Agent

Location, City/State

Print Name of Witness and/or Agent

Agent License Number

This application must be accompanied by the Coverage Transmittal form and the proposal.

Fraud Notice (Please read carefully)

Any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

In Arkansas, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For your protection, California requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in a state prison.

In the District of Columbia, WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In Florida, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

In Kentucky, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. Any application for insurance in writing by the applicant shall be altered solely by the applicant or by his written consent; except that insertions may be made by the insurer for administrative purposes only in such manner as to indicate clearly that such insertions are not to be ascribed to the applicant.

In Maryland, any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In New Jersey, any person who includes any false or misleading information on an application for insurance is subject to criminal and civil penalties.

In Ohio, any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma, WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In Oregon, any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties if intentional and material to the risk.

In Pennsylvania, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In Rhode Island, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Washington, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Underwritten by:



Administrative Office
P.O. Box 535050
Pittsburgh, PA 15253-5050

800.328.5433
www.hminsurancgroup.com

Administered by:

Davis Vision
159 Express Street
Plainview, NY 11803

1-800-328-4728
www.davisvision.com



For Davis Vision Use Only		
Policy #	RFP ID	Effective Date
Type of Application: <input type="checkbox"/> Initial <input type="checkbox"/> Life Event <input type="checkbox"/> Late Applicant <input type="checkbox"/> Enrollment <input type="checkbox"/> Describe: _____		

Group Vision Insurance Enrollment Form

INFORMATION NEEDED FOR UNDERWRITING PURPOSES

Please print in blue or black ink. Every entry on this form should be completed to avoid delay in processing your request. If an informational block does not apply or information is not available, please indicate "none" in the space provided. If a form is incomplete, it may be returned. Please read the Fraud Notice before completing. When finished sign and date this form, make a copy for your records and send the original to the address below.

Group Information				
Group Name		Group Location		
Applicant Information				
Name (Last, M.I., First)				
Address		City		State ZIP Code
Phone Number		Social Security Number		Date of Hire
Spouse* Information				
Name (Last, M.I., First)				Social Security Number
Children's Information (Attach additional sheet if necessary)				
Name (Last, M.I., First)	Social Security Number	Birth Date	Full Time Student?	Graduation Date (if applicable)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

* Spouse may include domestic partner

Acknowledgement (Please read carefully)
<p>By signing as Applicant:</p> <p>I certify that I have read and completed this form.</p> <p>I represent that the statements contained herein are true and complete to the best of my knowledge and belief, and I understand that they form the basis of any coverage under the group policy. I realize that any false statement or misrepresentation made in this form may result in loss of coverage under the policy.</p> <p>I understand that the term spouse as used herein may also mean domestic partner.</p> <p>If applicable, I have authorized the individual named within the Statement of Accountability to translate this document and/or to read and complete this document on my behalf because I do not read, write or speak English, or for another reason explained within the Statement of Accountability; further, I understand that the named individual within such section has obtained and listed personal and medical information which I have disclosed to him or her. I acknowledge the individual named within the Statement of Accountability has read this form to me and that I understand this form in its entirety.</p>

I understand by electing coverage I agree to contribute through payroll deduction or otherwise amounts sufficient to cover the cost of my participation, and the cost of participation of any other person named on this form, in the plan for 12 months from the effective date of coverage, or the next enrollment period (if any) sponsored by the group named in this form.

Applicant's Signature

Date

Agent's and/or Witness' Signature (if applicable)

Date

State of Enrollment

Statement of Accountability (Please read carefully)

I, _____, personally read and completed this enrollment form for the applicant because:

- Applicant does not read English Applicant does not speak English
 Applicant does not write English Other (*explain*): _____

I translated the contents of this form, including the Fraud Notice, and to the best of my knowledge obtained and listed all the requested information disclosed by the applicant.

Translator's Signature

Date

Fraud Notice

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In Washington, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

IF MAILED, ORIGINAL IS TO BE SENT TO DAVIS VISION AT THE ADDRESS BELOW.
COPY TO BE RETAINED BY APPLICANT OR APPLICANT'S AUTHORIZED REPRESENTATIVE.

Underwritten by:

Administered by:



Administrative Office
P.O. Box 535050
Pittsburgh, PA 15253-5050

800.328.5433
www.hminsurancgroup.com

Davis Vision
159 Express Street
Plainview, NY 11803

1-800-328-4728
www.davisvision.com

SERFF Tracking Number: HMRK-126680530

State: Arkansas

Filing Company: HM Life Insurance Company

State Tracking Number: 46070

Company Tracking Number: HM 902 VIS 610

TOI: H20G Group Health - Vision

Sub-TOI: H20G.000 Health - Vision

Product Name: Vision

Project Name/Number: Vision/HM 902 VIS 610

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability Certification.pdf	Approved-Closed	07/16/2010
Satisfied - Item: Application Comments: Application is under the form schedule.	Approved-Closed	07/16/2010
Satisfied - Item: Guaranty Association Notice Comments: To be included under cover page of Policy and Certificate. Attachment: AR Guaranty Assoc Notice.pdf	Approved-Closed	07/16/2010
Satisfied - Item: Policy Information Notice Comments: To be included under the cover page of the policy and certificate. Attachment: AR Policy info.pdf	Approved-Closed	07/16/2010
Satisfied - Item: Summary of Variables	Approved-Closed	07/16/2010

SERFF Tracking Number: HMRK-126680530

State: Arkansas

Filing Company: HM Life Insurance Company

State Tracking Number: 46070

Company Tracking Number: HM 902 VIS 610

TOI: H20G Group Health - Vision

Sub-TOI: H20G.000 Health - Vision

Product Name: Vision

Project Name/Number: Vision/HM 902 VIS 610

Comments:

Attachment:

HM 902-VIS 610 Variable Summary.pdf

Item Status:

Status

Satisfied - Item: Submission Letter

Approved-Closed

Date:

07/16/2010

Comments:

Attachment:

Arkansas submission letter.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

This is to certify that the following forms comply with the requirements of Ark. Stat. Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch Reading Ease Score of:

<u>FORM NO.</u>	<u>DESCRIPTION</u>	<u>FLESCH SCORE</u>
HMP902-VIS (6/10)	Policy	51.8
HMC902-VIS (6/10)	Certificate	51.1



Signed by Company Officer

June 17, 2010
Date

Domenic Palmieri
Name

Senior Vice President – Finance
Title

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”). The purpose of the Guaranty Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers’ care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”) may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice.

The Arkansas Life and Health Insurance Guaranty Association
C/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act (“Act”). Below is a brief summary of the Act’s coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone’s rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract, or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends and voting rights and experience rating credits;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).
- unallocated annuity contracts issued to/in connection with benefits plans protected under Federal Pension Benefit Corporation ("FPBC" (whether the FPBC is yet liable or not));
- portions of an unallocated annuity contract not owned by a benefit plan or government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- obligations that do not arise under the policy or contract,, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuities, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

ARKANSAS POLICY INFORMATION NOTICE

Address and Telephone Number of HM Life Insurance Company:

HM Life Insurance Company
120 Fifth Avenue, Fifth Avenue Place
Pittsburgh, Pennsylvania 15222-3099
1-800-833-1115 OR (412) 544-1000

Address and Telephone Number of Davis Vision, Inc. Service Center

Davis Vision, Inc.
159 Express Street
Plainview, NY 11803
1-800-328-4728

Name, Address and Telephone Number of Agent:

{Insert Agent Name}
{Insert Agent Address}
{Insert Agent Phone Number}

If we at HM Life Insurance Company, or Davis Vision fail to provide you with reasonable and adequate service, you should feel free to contact the Arkansas Insurance Department at this address:

Arkansas Insurance Department

Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
(501)371-2640 or (800)-852-5494

Explanation of Variables HM 902-VIS (6/10), ET. AL

This summary is broken out into applicable documents and a summary of standard plans.

Benefits may be provided by a Preferred Provider Organization (PPO) or on an indemnity reimbursement basis.

The enclosed policy form filing includes the standard variable provisions - there are several kinds of variables including:

- Optional benefit provisions provided upon request and contract provisions, which are used in specific situations depending upon the requested plan design.
- Variable amounts, periods, and/or durations, all of which are shown in brackets. Such amount, period or duration used will depend on the product design requested by the client, subject to underwriting approval.
- Benefit provision variations – where alternate provisions are available each variation is bracketed.
- Sequential numbers or letters within a paragraph to show a progression are bracketed for construction purposes.
- Use of an asterisk within brackets “[*]” indicates a name, date, number or class designation (for example in the footer of the certificate “Hourly Employees” or a similar reference may appear) as appropriate.
- Text outside of brackets is not considered variable.

Note:

- These forms are submitted in final printed form in 10 point type on 8 ½ by 11 pages. The certificate of insurance may be printed in a booklet format (5 ½ by 8 ½ pages), if requested by the client.
- All exclusions and limitations may be included or deleted in their entirety. Optional wording within the exclusion or limitation is shown in brackets.
- Definitions that do not apply to the benefit description may be deleted in their entirety.
- Entire provisions or a numbered description within a provision may be moved in its entirety to accommodate construction due to system changes.
- The employer generally determines eligibility and service waiting periods, if any, for their employees. Thus the definition of any member, and/or any service waiting period associated with eligibility for benefits is subject to change. We will not agree to a definition of employee, spouse, domestic partner or child, or a service waiting period that is not applied consistently to all members within a given class.
- We may issue certificates in a foreign language, based on a direct translation of the filed wording.
- Text within brackets may be customized as a result of negotiations with the Policyholder.
- In the interest of space a standard benefit description is shown in the policy and certificate with variable information bracketed.
- Additional variations not shown in the enclosed policy form may be agreed upon as a result of negotiations between HM Life and the Policyholder. However, we will not agree to any provision, which is, to the best of our knowledge and belief, ambiguous or unclear, or inconsistent with any law or regulation of the state or federal government.

Explanation of Variables HM 902-VIS (6/10), ET. AL

We utilize with Davis Vision's Provider Network to provide vision coverage for expenses incurred for vision examinations and materials (frames, lenses, contacts, etc.) for the preferred provider option. Davis Vision offers, through its network of providers, the eyewear collections. In-network providers may also use a combination of those eyewear collections or their own eyewear collection. The collections include optional in-network items that are enhancements to standard frames or lenses.

HM Life Insurance Company is part of HM Insurance Group. Both HM Insurance Group and Davis Vision are subsidiaries of Highmark, Inc.

Forms are issued directly through a group policy. Policy forms will only be issued to eligible groups as defined by applicable law. Certificates of Insurance are issued to all group policyholders and/or participating organizations for distribution to eligible members.

APPLICATION FORM HMA-V 109

Variable information is limited to check boxes, spaces used to fill in unique information concerning the group and capture signatures.

POLICY HMP 902-VIS (6/10)

Policy is presented in an abridged format – certificate provisions are incorporated by reference; within this form:

- “paid” / “payment” or any similar reference is used for non-contributory or contributory plans; “remitted” / “remittance” or any similar reference may be used for voluntary plans
- The name of the administrator is bracketed for future considerations.
- Entries for – **POLICYHOLDER, POLICY NUMBER; POLICY EFFECTIVE DATE, POLICY ANNIVERSARY DATE AND STATE OF ISSUE** are bracketed.
- **MINIMUM PARTICIPATION REQUIREMENT** - available ranges are None, 5, 10, 15, 20 or 25 Employees; “none” is standard.
- The entry for actual rate based on the type of rate charged is bracketed; one or multiple entries may be used – if multiple entries are used the rating structure must be based on location or class; within this section:

RATE PER MEMBER is used if all Members are charged the same rate

RATES PER- Employee / Family used for a two tier rating structure

RATES PER - Employee / Employee and one Dependent / Family used for a three tier rating structure

RATES PER – Employee / Employee and Spouse/Domestic Partner / Employee and Children/ Family used for a four tier rating structure.

COMPOSITE RATE – used if rates are presented on a composite basis regardless of family makeup.

- **Schedule of Affiliates** – entire provision is variable; if included, within the provision:

The Notification period for the addition of a new affiliate is either 30, 60 or 90 days.

There are two available definitions of “Affiliate” or “Affiliated” –

“Affiliate or Affiliated means a company or organization that is subsidiary to, affiliated with or controlled by the Policyholder.”

“Affiliate or Affiliated means a company or organization that is a member 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.”

An affiliate may be terminated with 30, 45, 60, 90, 120 or 180 days advance written notice

The name of the affiliate, location of the affiliate and effective date of the affiliate are all variable.

Explanation of Variables HM 902-VIS (6/10), ET. AL

- **Cancellation** – within this provision:
After the first year policy may be cancelled as of any “Premium Due Date” or “Policy Anniversary Date” by giving 15, 30, 60 or 90 days advance written notice – 30 is standard.
Policy will not be cancelled except for non-payment of premium for the first 12, 24, 36 months it is in effect – 24 months is standard.

- **Effect of Early Termination** – within this provision:
Three time period are available to trigger reimbursement - within 12, 24, 36 months of the Effective Date, prior to the next Policy Anniversary Date or prior to the next Enrollment Period
Two reimbursement calculations are available –

 “any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation”; or

 “the difference between any premiums paid up to the date of cancellation and the total premium otherwise due during this period”.

- **Grace Period** – within this provision:
For the policy a 31, 60 or 90 day grace period is available.
Written notice may be given with 15, 30, 60, 90 days before the premium is due.

- **Premium Payment** – within this provision:
“The Policyholder has no obligation to pay premium for the coverage provided under this Policy; however, the Policyholder does have an obligation under the Policy to remit premium collected through payroll deduction or otherwise to us at our administrative office on or before the premium due date.” May be used for voluntary plans.

- **Retroactive Termination** – entire provision is variable; within this provision such terminations are limited to 30, 45, 60 or 90 days

- **Changes in Premium Rates** – within this provision:
Premium rates may be changed with 15, 30, 60 or 90 days notice.
Rates will not changed for the first 12, 24 or 36 months the policy is in effect – 24 is standard.
Rates may be changed with a 5, 10, 15, 20 or 25% shift in population – entire requirement variable.
Rates may be changes if less than 5, 10, 15, 20 or 25 employees are eligible – entire requirement variable
Rates may be changes if an acquisition affects 5, 10, 15, 20 or 25% or eligible members – entire requirement is variable.
Rates may be changed if a change in population would require a 5, 10, 15, 20 or 25% change in the manual rate basis – entire requirement is variable.

- **Reinstatement** – entire provision is variable; within this provision reinstatement may take place within 60 or 90 days.

- Name of president is considered variable to accommodate future organization changes.

PORTABILITY ENDORSEMENT HMP-V 109

Used when coverage remains active after group policy terminates; policyholder has to acknowledge. Entries for – Policyholder, Policy Number and Effective bracketed; name of HM Life and/or administrator is bracketed for future business processes and considerations.

Name of president is considered variable to accommodate future organization changes.

Explanation of Variables HM 902-VIS (6/10), ET. AL

ENROLLMENT FORM HG0935 (R8/09)

Used when HM Life verifies enrollment; variable information limited to check boxes, spaces used to fill in unique information concerning the group, employee, spouse and children; and capture signatures.

ENROLLMENT FORM HME-V 109

Used when Davis Vision verifies enrollment; variable information limited to check boxes, spaces used to fill in unique information concerning the group, employee, spouse and children; and capture signatures.

CERTIFICATE HMC 902-VIS (6/10)

Cover page - name of president is considered variable to accommodate future organization changes.

Entries for – **POLICYHOLDER, PARTICIPATING ORGANIZATION, POLICY EFFECTIVE DATE, CERTIFICATE ISSUE DATE,** and **STATE OF ISSUE** are bracketed; **PARTICIPATING ORGANIZATION** will only be included if affiliated companies are covered.

Name of administrator is bracketed for future considerations.

Table of Contents - page numbers are variable and will be system generated.

Introduction section - 2nd paragraph - payment / remittance bracketed; remittance will be used with voluntary plans upon request ; direct billing statement used if continuation due to lay off, leave of absence, etc. is included, or if retirees are covered and billed directly ,or if coverage may be continued after termination subject to payment of premium.

Waiting Period section – available options within this section:

- No waiting period;
- No waiting period if hired before the certificate effective date;
- No waiting period if hired within 30, 31 or 60 days before the effective date of the certificate;
- No waiting period if hired on or after the certificate effective date.
- Waiting period of 31, 45, 60 or 90 days; or the period determined by the Policyholder's personnel practices; or the period determined by the Policyholder's personnel practices but not more than 90 days if hired on or after the certificate effective date.
- Waiting period of 31, 45, 60 or 90 days; or the period determined by the Policyholder's personnel practices; or the period determined by the Policyholder's personnel practices but not more than 90 days

Members section - includes eligible employees, partners and children. Employee is considered a common term – subscriber, associate, participant, beneficiary, retiree, etc. may be substituted for “employee”. If “member” is substituted for “employee” all references to “Member” in the certificate will be changed to “Member”. “Spouse” may be used in lieu of “partner” if domestic partners are not covered.

Schedule of Benefits section – within this section:

No benefits are payable for any Member until the waiting period has been completed is standard.

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). Outside of the Network' removed if benefits are provided on a reimbursement basis only.

When services or materials are received from a Provider who is part of the Network, the member is responsible for either a Copayment, the Member's Price, the difference between the Allowance and the Member's Price, the difference between the Allowance and the Scheduled Fee, the difference between the Allowance plus any negotiated Discount and the Scheduled Fee, the difference between any negotiated Discount and the Scheduled Fee, the difference between the Allowance plus any negotiated Discount and the Usual and Customary Charge, the difference between any negotiated Discount and the Usual and

Explanation of Variables HM 902-VIS (6/10), ET. AL

Customary Charge or difference between the Co-Insurance Percentage and the Scheduled Fee included based on plan design. "Member's Price" is only used with Hybrid type plans.

If a co-insurance percentage is used to determine reimbursement we pay the dollar amount of the co-Insurance Percentage. The calculation is based on the usual and customary charge for the material or service – the member is responsible for any overage.

Copayments only apply in-network.

Mileage range for benefits provided out of network is limited to 25, 50, 75 or 100 miles of the member's residence.

Network options, benefit options and plans may be offered singularly or in combination; standard offer is a plan with in-network and out of network benefits; however a closed network only and out of network only plan may be offered.

Plan options are only included if more than one is available. Multiple plans may be offered to the same class of employees or group – if all networks are included at the same copayment level the network reference may be displayed below the plan description. "Included" means the network is available.

Hybrid plans offer exam only or material only in-network with discounts from in-network providers on the services that are not insured.

Use of brackets in this section for "Exam", "Frames", "Spectacle Lenses", "Contacts", "Additional Items", "Out-of-Network Benefits", etc. indicate one or a combination may be chosen.

Bracketing around a number indicates a number that may be elected. The ranges shown for Copayments and Member's Prices are in \$1.00 increments beginning at \$5.00. "Paid in Full" indicates a Zero Co-payment. The ranges shown for Allowances are in \$1.00 increments beginning at \$10.00. The ranges shown for Reimbursements are in \$1.00 increments beginning at \$10.00. The ranges shown for coinsurance percentages are in 5% increments.

"Allowance" is the maximum dollar amount that will be paid In-Network, if the Providers charge is less than the allowance we will only pay up to the Providers charge.

"Reimbursement" is the maximum amount that will be paid Out-of-Network, if the Providers charge is less than the allowance we will only pay up to the Providers charge.

"Discount" is the amount negotiated with an in-Network Provider as the percentage by which they will reduce the charge.

"Member's Price" is the dollar amount negotiated with an in-Network Provider as the maximum total charge.

"Included" means the covered service is covered as part of the overall benefit.

"Not available" means the covered service is not part of the benefit description.

"Member is responsible for the entire cost" means the benefit is not covered by the plan.

In and out of Network benefits may be provided as: exam only, materials only or exam and materials.

In-Network Benefits may be broken out by collection / non-collection; if so a copayment will apply to the collection portion and an allowance discount to the non-collection portion.

If In-Networks are not broken out by collection the following reimbursement structures may apply to the benefit:

Explanation of Variables HM 902-VIS (6/10), ET. AL

Exam –

- Co-payment only

Other than exam –

- Co-payment only
- Co-payment or Allowance
- Co-payment or Allowance plus discount
- Allowance
- Allowance plus Discount
- Discount
- Member's Price
- Allowance to Member's Price

Different copayments may be applied by network ; e.g. \$10 copay at HVHC Retail, \$20 copay at independent private practice Providers, \$30 copayment at Wal-Mart, etc.}

“Per pair” and/or “once” may be removed from the applicable service or supply; eyeglasses and/or frame and spectacle lens may be used to describe the provision of eyeglasses but not both; contacts may be supplied in lieu of or in addition to eyeglasses or frame and spectacle lens.

Use of brackets for the plans (i.e., Fashion Value Plan, etc.), the network options (i.e., HVHC Retail, etc.), Contact Lens Evaluation, Fitting and Follow-up Care”, “Eyewear”, “Eyeglasses (frames and spectacle lenses), “Contact Lenses”, “Additional Items” indicate one or a combination of such benefits may be chosen.

Use of a copayment is the standard offer in-network. In-network an Allowance or an Allowance plus a Discount may be paid in lieu of a co-payment. An allowance is a flat dollar amount. Discounts are only offered in-network with a hybrid plans - a discount is either a flat dollar amount or a percentage of the Provider's charge. If out-of-network charges are covered a flat dollar reimbursement is paid.

Allowances / discounts are not available for exams.

In and out of Network benefits may be provided as: exam only, materials only or exam and materials; different copayments, allowances and discounts may apply to the in-network options.

Frequency – the “months” convention standard; standard offer –

Eye Examination, once every	12 months
Eyeglasses (Spectacle lenses per pair and Frame), once every	24 months
Contact Lenses per pair (in lieu of Eyeglasses – includes Evaluation Fitting and Follow-up), once every	24 months

Frequency May be limited to under age 19, and/or age 19 and over, or with a prescription change of 0.5 diopter or a 10 degree shift in axis. Frequency can apply to frames and spectacle lenses, contact lenses, contact lens evaluation and fitting, etc separately or together. Rx change options are not available with “eyeglasses” option; frame will not be replaced more frequently than every 12/24 month with an Rx change.

In and out of network frequency periods and occupational and safety /safety program (if offered) frequency periods match.

Additional benefit offers –

- Low vision coverage in-network only, reimbursements and discounts are not available.

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- Occupational and Safety Program – available in-network and out- of- network; not subject to prior approval.
- Safety Program – available in-network only; not subject to prior approval.
- Laser Vision Correction – available in-network only; either an Allowance or Discount is offered, but not both.
- Disease Management Program – available in-network only, subject to prior approval
- Replacement Contact Lens Program – value added feature.
- Eyeglass Warranty – available if collection frames are covered.
- Ancillary Product Discount – available from in-network providers after a benefit has been exhausted, or if a person is not eligible or a benefit.

Eyewear may be offered as:

- Frames and spectacle lenses with a separate contact lens benefit; all combined eyewear benefit options may be offered with a copayment; an allowance; an allowance plus a discount; member's price, or discount only.
- Frames and spectacle lenses and contact lenses with a separate contact lens evaluation, fitting and follow-up benefit.
- Frames and spectacle lenses and contact lenses including contact lens evaluation, fitting and follow-up benefit description included or excluded from the cost.
- Expanded frame and spectacle lens offer without contacts and contact lens evaluation and fitting

Frames may be offered with one or all of the collections or without any of the collections. If offered as "non-collection only that entry will not appear. Non-collection frames may be offered as a function of a retail or wholesale allowance based on the cost of the frame or a retail dollar amount, but not both.

Lenses may be offered per pair or singularly, with a copayment only, copayment plus an allowance once the copayment is satisfied, copayment plus an allowance once the copayment is satisfied with an additional discount, allowance, allowance plus an additional discount, member's price or discount. Lens options may be offered all together or in combination with one or more lens types.

Frames can be expressed as a frame or broken out into collection and non-collection frames. If non-collection frames are offered the benefit description can be further broken out into retail / wholesale offer or an offer that is a function of the retail price of the frame.

Eyeglasses options:

- Hybrid based on Member's Price
- Hybrid based on Allowance to Member's Price.

Contact Lenses may be presented as:

- Contact Lenses (in lieu of Eyeglasses - frames and spectacle lenses)
- Collection Contact Lenses (in lieu of Allowance for Non-Collection Contact Lenses)
- Non-Collection Contact Lenses (in Lieu of Collection Contact Lenses)
- Collection Contact Lenses (in lieu of Allowance and Discount for Non-Collection Contact Lenses)

Soft, Standard, Daily Wear, Planned Replacement and Disposable lens types may be included if a separate copayment and or allowance / discount applies by contact lens type.

Specialty and Medically Necessary contact lenses may be included as a separate benefit with a copayment only, copayment plus an allowance once the copayment is satisfied, copayment plus an allowance once the copayment is satisfied with an additional discount, allowance, allowance plus an additional discount, or discount.

Allowances / discounts are not available for collection contact lenses.

Explanation of Variables HM 902-VIS (6/10), ET. AL

If only "Contact Lenses" or "Contact Lenses (in lieu of Eyeglasses – frames and spectacle lenses" is shown the benefit may be offered with a copayment only, copayment plus an allowance once the copayment is satisfied, copayment plus an allowance once the copayment is satisfied with an additional discount, allowance, allowance plus an additional discount, member's price or discount.

The evaluation, fitting option applies if an evaluation and fitting option is not listed as a separate heading and can apply to collection contact lenses only or both collection and non-collection contact lenses.

Generally the soft, standard and daily wear benefit descriptions will be combined; soft, standard, daily wear, disposable and planned replacement may also be combined.

The contact lens evaluation, fitting and follow-up care may be offered separately; if the same options that apply to contact lenses apply to the evaluation and fitting benefit.

Out-of-Network -

Eyewear may be presented as:

- Frames and spectacle lenses with a separate contact lens benefit
- Frames and spectacle lenses and contact lenses with a separate contact lens evaluation, fitting and follow-up benefit
- Frames and spectacle lenses and contact lenses including contact lens evaluation, fitting and follow-up benefit
- Frames
- Spectacle Lenses
- Contacts including evaluation and fitting
- Contact lenses with a separate evaluation and fitting benefit

Lenses may be offered per pair or singularly; lens options may be offered all together or in combination with one or more lens types.

Soft, Standard, Daily Wear, Planned Replacement and Disposable lens types may be included for both the contact lens and contact lens evaluation and fitting if a separate reimbursement level applies to the different types of lenses

Specialty and Medically Necessary contact lenses may be included as a separate benefit.

The evaluation, fitting option applies if an evaluation and fitting option is not listed as a separate heading and can apply to collection contact lenses only or both collection and non-collection contact lenses.

The additional items - may be offered singularly or in combination.

For purposes of construction out-of-network benefits may be presented in the same table as in-network benefits.

Generally the soft, standard and daily wear benefit descriptions will be combined; soft, standard, daily wear. Disposable and planned replacement may also be combined.

Lens Options - if offered are paid at a reimbursement level or not covered. Any item that is not offered can either be removed or described as "Member is responsible for the entire cost".

The following qualifying statements are included based on plan design; "eye exam" is always included; the one describing additional discounts at Wal-Mart is included in all hybrid plans and all plans with discounted in-network benefits.

[No additional discounts are available on frames or contact lenses purchased at Wal-Mart.]

Explanation of Variables HM 902-VIS (6/10), ET. AL

[Polycarbonate lenses are covered in full for dependent children, monocular patients, and patients with prescriptions $\geq \pm 6.00$ diopters.]

[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.]

[If you purchase a frame a participating independent Provider, your total cost is limited to two times the difference between the Allowance and the wholesale cost of the selected frame.]

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

- One pair of Daily Wear Contact Lenses; or
- Two boxes of Planned Replacement Contact Lenses; or.
- Four boxes of Disposable Contact Lenses.

All contact lenses in the Collection are single vision spherical lenses.]

[Specialty Contact Lenses are limited to one pair of lenses. These lenses include (but are not limited to) toric, rigid gas permeable and multifocal lenses.]

[The Allowance can be applied towards a complete contact lens evaluation, fitting and follow-up care where available.]

[The Reimbursement can be applied towards a complete contact lens evaluation, fitting services and follow-up care where available.]

See "Schedule of Benefits – Standard Plan Descriptions" for a discussion of standard fashion, designer, premier and hybrid plans.

Definitions section – bracketed definitions may be removed when not necessary to support the benefit description; within this provision.

Children can be covered up to 19, 23, 25, 26 or 30 regardless of status (26 is standard); or have different limiting ages based on student status.

"Partner" may be substitute for "Spouse" if domestic partners are covered.

Domestic partners may be either the same or an opposite sex.

"Employee" may be substituted for a similar reference such as associate, participant, agent, subscriber, etc. provided benefits under the policy are provided through an employer/employee or similar type relationship via a legitimate group as defined by applicable law on a basis that precludes individual selection.

Eligibility Requirement section – options:

- Employee and dependents eligible;
- Employee only eligible
- Partners" may be substituted for "Spouse

Explanation of Variables HM 902-VIS (6/10), ET. AL

Effective Date section – can be shown as employee only or employee / dependent; within this section coverage may be offered as:

- Employee /dependent with no active service requirement.
- Employee /dependent with active service requirement.
- Employee only with active service requirement.
- Employee only without active service requirement.

“Partner” may be substituted for “Spouse”.

Applying for Coverage section; within this section:

- Coverage can be applied for at anytime – may be employee only or employee and dependents.
- Coverage must be applied for within a set time period or applicant must wait until an enrollment period - may be employee only or employee and dependents.
- Coverage may be applied for within a set time period or the applicant must wait until the next enrollment period or a life event – may be employee only or and dependent coverage.
- If coverage has to be applied for within a set period - enrollment will either not be allowed to enroll at any other time; or enrollment will be allowed at other time with a certificate of credible coverage or enrollment did not take place because of other coverage.

Available options:

- Employee / dependent - no credible coverage requirement; coverage has to be applied for within a set time frame.
- Employee /dependent with life event and a credible coverage requirement; coverage has to be applied for within a set time frame with life events.
- Employee /dependent - without life event; coverage has to be applied for within a set time frame.
- Employee /dependent - with a credible coverage requirement; coverage has to be applied for within a set time frame.
- Employee /dependent - without enrollment period of life event; coverage can be applied for at any time.
- Employee only - with a credible coverage requirement; coverage has to be applied for within a set time frame without life events.
- Employee only – without a credible coverage requirement; coverage has to be applied for within a set time frame without life events but without credible coverage requirement.
- Employee only - employee can enroll for coverage at any time.

Late Entrants section – options within this section:

- Employee/dependent - must enroll within a set time frame; change in family status rules apply; active service requirement do not apply.
- Employee/dependent - must enroll within a set time frame; change in family status rules does not apply, active service requirement do not apply.
- Employee/dependent - must enroll within a set time frame; change in family status rules apply, active service requirement applies.
- Employee/dependent - must enroll within a set time frame; change in family status rules do not apply, active service requirement applies.
- Employee only - must enroll within a set time frame; active service requirement does not apply.
- Employee only - must enroll within a set time frame; active service requirement applies.

Entire section will be removed if coverage can be applied for at any time.

Active Service requirement – used if an active service requirement applies; if npt this provsion will be removed.

Explanation of Variables HM 902-VIS (6/10), ET. AL

Termination of Insurance section; within this section:

- “The day he reports for active duty in the armed forces of the United States or any other country” may be removed upon request.
- Employee/dependent coverage may be continued at retirement.
- Employee/dependent coverage may terminate at retirement.
- Employee, dependent spouse; no dependent child coverage may be continued at retirement.
- Employee, dependent spouse; no dependent child coverage may terminate at retirement.
- Employee only no dependent coverage may be continued at retirement.
- Employee only no dependent coverage may terminate at retirement.
- Coverage may end on the date of termination or the first day of the month following termination.

Layoff and Leave of Absence section; options:

- FMLA continuation
- Military employee and dependent leave
- Military employee only leave
- Other types of layoff or leave or any combination subject to the following time periods – 15, 30, 45, 60 or 90 days, or until the end of the month or the month following the month.

Continuation of Coverage section - used for non COBRA continuations. Continued coverage ends when policy terminates. Person must have been covered at least 6, 12, 24, 36 months – COBRA may be offered at the end of this period. Entire section may be removed.

COBRA section – used if COBRA continuation is offered; entire section may be removed.

Portability section - used if coverage can be ported. Person must have been covered at least 6, 12, 24, 36 months. Portability cannot be offered with Continuation of coverage and/or COBRA and policyholder must agree to keep policy in force for administrative reasons; entire section is may be removed.

Reinstatement section; entire section may be removed. Options within this section:

- Military leave, employees and dependents with life events – standard
- Military leave, employees and dependents without life events – standard
- Military leave employee only
- Reinstatement with a fixed time period if coverage ends for reason other than military or non—payment of premium employee and dependents with life event
- Reinstatement with a fixed time period if coverage ends for reason other than military or non—payment of premium employee and dependents without life event
- Reinstatement with a fixed time period if coverage ends for reason other than military or non—payment of premium employee only

Exclusions section – all exclusions are variable and may be removed in their entirety; months in exclusion five are variable; exclusion 12 will be removed if COB does not apply. If any exclusions are removed numbering will be adjusted accordingly.

Coordination of Benefits section; entire section may be removed.

Administrative Provisions section; reimbursement provision may be removed entirely – provision is standard for contributory plans.

**Explanation of Variables
HM 902-VIS (6/10), ET. AL**

SCHEDULE OF BENEFITS - STANDARD PLAN DESCRIPTIONS

There are four basic plan types - Fashion, Designer, Premier and Hybrid. The primary difference in the Fashion, Designer and Premier plans is the copayment level and how many Lens Options are included; Hybrid plans differ from the Fashion, Designer and Premier Plan in that the exam is subject to a copayment and other In-Network services are either provided at a negotiated price ("Member's Price") or discounted off the provider's usual and customary charge. Standard plan descriptions follow:

Fashion Plans - Fashion Value, Fashion, Fashion Excellence and Fashion Excellence Gold

SCHEDULE OF BENEFITS

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.

Fashion Value Plan OR Fashion Plan OR Fashion Excellence Plan OR Fashion Excellence Gold Plan	Frequency			
	Option 1	Option 2	Option 3	Option 4
Exam	Once every 24 months	Once every 12 months	Once every 12 months	Once every 12 months
Eyeglasses (frames and spectacle lenses)				
Spectacle Lenses	Once every 24 months	Once every 24 months	Once every 12 months	Once every 12 months
Frame	Once every 24 months	Once every 24 months	Once every 24 months	Once every 12 months
Contact Lenses (in lieu of Eyeglasses)	Once every 24 months	Once every 24 months	Once every 12 months	Once every 12 months

**Explanation of Variables
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Covered Service	In-Network Benefits
Exam	\$ Copayment - range varies from Paid in Full to \$75
Eyeglasses	
Frames	
Collection Frame (in lieu of Allowance and Discount for a Non-Collection Frame)	
Fashion Frame Collection	Paid in Full
Designer Frame Collection	\$15 Copayment
Premier Frame Collection	\$40 Copayment
Non-Collection Frame	\$100 Allowance plus an additional 20% Discount on any overage
Spectacle Lenses (per pair)	
Single Vision Lenses	\$ Copayment - range varies from Paid in Full to \$70
Bifocal Lenses	\$ Copayment - range varies from Paid in Full to \$70
Trifocal Lenses	\$ Copayment - range varies from Paid in Full to \$70
Lenticular Lenses	\$ Copayment - range varies from Paid in Full to \$70
Contact Lenses (per pair)	
Collection Contact Lenses (in lieu of Allowance and Discount for Non-Collection Contact Lens)	\$ Copayment - range varies from Paid in Full to \$80
Non-Collection Contact Lenses	\$100 Allowance plus an additional 15% Discount on any overage
Medically Necessary Contact Lenses (with prior approval)	\$ Copayment - range varies from Paid in Full to \$80
Contact lens evaluation, fitting and follow-up care	Included
All Ranges of Prescriptions and sizes	Included
Choice of Glass or Plastic Lenses	Included
Oversize Lenses	Included

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

Lens Options (per pair)	
Fashion and gradient tinting of plastic lenses	\$15 Copayment
Glass-Grey #3 prescription sunglass lenses	\$15 Copayment
Ultraviolet Coating	\$15 Copayment
Scratch Resistant Coating	\$20 Copayment
Polycarbonate Lenses	Either Paid in Full or \$35 Copayment
Blended Segment Lenses	\$20 Copayment
Intermediate Vision Lenses	\$30 Copayment
Standard Progressive Lenses	\$65 Copayment
Premium Progressive Lens	\$105 Copayment
Photochromic Glass Lenses	\$20 Copayment
Plastic Photosensitive Lenses	\$70 Copayment
Polarized Lenses	\$75 Copayment
Standard Anti-Reflective (AR) Coating	\$40 Copayment
Premium Anti-Reflective (AR) Coating	\$55 Copayment
Ultra Anti-Reflective (AR) Coating	\$69 Copayment
Hi-Index Lenses	\$60 Copayment

Explanation of Variables HM 902-VIS (6/10), ET. AL

Covered Service	Out-of-Network Benefits
Exam	\$30 Reimbursement
Eyeglasses	
Frames	\$30 Reimbursement
Spectacle Lenses (per pair)	
Single Vision Lenses	\$25 Reimbursement
Bifocal Lenses	\$35 Reimbursement
Trifocal Lenses	\$45 Reimbursement
Lenticular Lenses	\$60 Reimbursement
Contact Lenses (per pair – in lieu of eyeglasses)	
Soft, Standard, Daily Wear, Disposable, Planned Replacement and Specialty	\$75 Reimbursement
Medically Necessary Contact Lenses (with prior approval)	\$225 Reimbursement
Contact lens evaluation, fitting and follow-up care	Included

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

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:

- One pair of Daily Wear Contact Lenses; or
- Two boxes of Planned Replacement Contact Lenses; or.
- Four boxes of Disposable Contact Lenses.

All contact lenses in the collection are single vision spherical lenses.

Explanation of Variables HM 902-VIS (6/10), ET. AL

Specialty Contact Lenses are limited to one pair of lenses. These lenses include (but are not limited to) toric, rigid gas permeable and multifocal 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.

Contact lens evaluation, fitting and follow-up care applies to standard daily wear, disposable, planned replacement, specialty and medically necessary contact lenses.

Low Vision Coverage

Covered Service	In-Network Benefits
Comprehensive Evaluation	
Frequency	One comprehensive evaluation every 60 months (includes four follow-up visits in that period)
Maximum Allowance per Evaluation	\$ range varies from \$50 to \$600
Maximum Allowance per Follow-up Visit	\$ range varies from \$50 to \$600
Maximum Allowance per Aid	\$ range varies from \$50 to \$600
Lifetime Maximum Allowance for all Aids	\$ range varies from \$250 to \$1200
Out-of-Network	Member is responsible for the entire cost

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. Any amount due over the allowances above for an evaluation, follow-up visits or aids is the Member's responsibility. 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. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

Explanation of Variables HM 902-VIS (6/10), ET. AL

Laser Vision Correction

Covered Service	In-Network Benefits
Discount	20% 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)
Out-of Network	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!®, provides a discount on contact lens replacement materials. To take advantage of this service either call 1-800-LENS123 or visit www.lens123.com with a current prescription.

Eyeglass Warranty

Davis Vision provides a breakage warranty to repair or replace any collection frame and/or lens(es) for a period of one year from the date of delivery. This warranty applies to eyeglasses (spectacle lenses, frames from the Davis Vision frame collection and frames obtained from a national retail chain that is part of Davis Vision's Provider Network where the Davis Vision frame collection is not displayed).

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. Disposable contact lenses are available at a 10% discount. At Wal-Mart locations a Member will receive the full allowances toward Wal-Mart's everyday low prices. No additional discounts are available at Wal-Mart locations.

Explanation of Variables HM 902-VIS (6/10), ET. AL

Designer Plans – Designer and Designer Gold

SCHEDULE OF BENEFITS

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.

Designer Plan OR Designer Gold Plan	Frequency			
	Option 1	Option 2	Option 3	Option 4
Exam	Once every 24 months	Once every 12 months	Once every 12 months	Once every 12 months
Eyeglasses (frames and spectacle lenses)				
Spectacle Lenses	Once every 24 months	Once every 24 months	Once every 12 months	Once every 12 months
Frame	Once every 24 months	Once every 24 months	Once every 24 months	Once every 12 months
Contact Lenses (in lieu of Eyeglasses)	Once every 24 months	Once every 24 months	Once every 12 months	Once every 12 months

Covered Service	In-Network Benefits
Exam	\$ Copayment - range varies from Paid in Full to \$75
Eyeglasses	
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

**Explanation of Variables
HM 902-VIS (6/10), ET. AL**

Spectacle Lenses (per pair)	
Single Vision Lenses	\$ Copayment - range varies from Paid in Full to \$70
Bifocal Lenses	\$ Copayment - range varies from Paid in Full to \$70
Trifocal Lenses	\$ Copayment - range varies from Paid in Full to \$70
Lenticular Lenses	\$ Copayment - range varies from Paid in Full to \$70
Contact Lenses (per pair)	
Collection Contact Lenses - (in lieu of Allowance and Discount for Non-Collection Contact Lens)	\$ Copayment - range varies from Paid in Full to \$80
Non-Collection Contact Lenses	\$130 Allowance plus an additional 15% Discount on any overage
Medically Necessary Contact Lenses (with prior approval)	\$ Copayment - range varies from Paid in Full to \$80
Contact lens evaluation, fitting services, follow-up care	Included Included \$60 Allowance plus an additional 15% Discount on any overage
Collection Contact Lenses	
OR Collection Contact Lenses (in lieu of Allowance for Non- Collection Contact Lenses)	
Non-Collection Contact Lenses	
All Ranges of Prescriptions and sizes	Included
Choice of Glass or Plastic Lenses	Included
Oversize Lenses	Included

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

Lens Options (per pair)	
Fashion and gradient tinting of plastic lenses	Included
Glass-Grey #3 prescription sunglass lenses	Included
Ultraviolet Coating	\$12 Copayment
Scratch Resistant Coating	\$20 Copayment
Polycarbonate Lenses	Either Paid in Full or \$30 Copayment
Blended Segment Lenses	\$20 Copayment
Intermediate Vision Lenses	\$30 Copayment
Standard Progressive Lenses	\$50 Copayment
Premium Progressive Lens	\$90 Copayment
Photochromic Glass Lenses	\$20 Copayment
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

Covered Service	Out-of-Network Benefits
Exam	\$30 Reimbursement
Eyeglasses	
Frames	\$30 Reimbursement
Spectacle Lenses (per pair)	
Single Vision Lenses	\$30 Reimbursement

Explanation of Variables HM 902-VIS (6/10), ET. AL

Bifocal Lenses	\$25 Reimbursement
Trifocal Lenses	\$45 Reimbursement
Lenticular Lenses	\$60 Reimbursement
Contact Lenses (per pair – in lieu of eyeglasses)	
Soft, Standard, Daily Wear, Disposable, Planned Replacement and Specialty	\$75 Reimbursement
Medically Necessary Contact Lenses (with prior approval)	\$225 Reimbursement
Contact lens evaluation, fitting and follow-up care	Included

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

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:

- One pair of Daily Wear Contact Lenses; or
- Two boxes of Planned Replacement Contact Lenses; or.
- Four or Eight boxes of Disposable Contact Lenses.

All contact lenses in the collection are single vision spherical lenses.

Specialty Contact Lenses are limited to one pair of lenses. These lenses include (but are not limited to) toric, rigid gas permeable and multifocal 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

Explanation of Variables HM 902-VIS (6/10), ET. AL

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 Benefits
Comprehensive Evaluation	
Frequency	One comprehensive evaluation every 60 months (includes four follow-up visits in that period)
Maximum Allowance per Evaluation	\$ range varies from \$50 to \$600
Maximum Allowance per Follow-up Visit	\$ range varies from \$50 to \$600
Maximum Allowance per Aid	\$ range varies from \$50 to \$600
Lifetime Maximum Allowance for all Aids	\$ range varies from \$250 to \$1200

Out-of-Network	Member is responsible for the entire cost
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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. Any amount due over the allowances above for an evaluation, follow-up visits or aids is the Member's responsibility. 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. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

Laser Vision Correction

Covered Service	In-Network Benefits
Discount	20% 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)

Out-of Network	Member is responsible for the entire cost
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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 Keratotomy (PRK).

Explanation of Variables HM 902-VIS (6/10), ET. AL

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!®, provides a discount on contact lens replacement materials. To take advantage of this service either call 1-800-LENS123 or visit www.lens123.com with a current prescription.

Eyeglass Warranty

Davis Vision provides a breakage warranty to repair or replace any collection frame and/or lens(es) for a period of one year from the date of delivery. This warranty applies to eyeglasses (spectacle lenses, frames from the Davis Vision frame collection and frames obtained from a national retail chain that is part of Davis Vision's Provider Network where the Davis Vision frame collection is not displayed).

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. Disposable contact lenses are available at a 10% discount. At Wal-Mart locations a Member will receive the full allowances toward Wal-Mart's everyday low prices. No additional discounts are available at Wal-Mart locations.

Explanation of Variables HM 902-VIS (6/10), ET. AL

Premier Plans – Premier, Premier Platinum and Premier Platinum Plus

SCHEDULE OF BENEFITS

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.

	Frequency			
	Option 1	Option 2	Option 3	Option 4
Premier Plan OR Premier Platinum Plan OR Premier Platinum Plus Plan				
Exam	Once every 24 months	Once every 12 months	Once every 12 months	Once every 12 months
Eyeglasses (frames and spectacle lenses)				
Spectacle Lenses	Once every 24 months	Once every 24 months	Once every 12 months	Once every 12 months
Frame	Once every 24 months	Once every 24 months	Once every 24 months	Once every 12 months
Contact Lenses (in lieu of Eyeglasses)	Once every 24 months	Once every 24 months	Once every 12 months	Once every 12 months

Covered Service	In-Network Benefits
Exam	\$ Copayment - range varies from Paid in Full to \$75
Eyeglasses	
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	Paid in Full

**Explanation of Variables
HM 902-VIS (6/10), ET. AL**

Non-Collection Frame	\$150 Allowance plus an additional 20% Discount on any overage
Spectacle Lenses (per pair)	
Single Vision Lenses	\$ Copayment - range varies from Paid in Full to \$70
Bifocal Lenses	\$ Copayment - range varies from Paid in Full to \$70
Trifocal Lenses	\$ Copayment - range varies from Paid in Full to \$70
Lenticular Lenses	\$ Copayment - range varies from Paid in Full to \$70
Contact Lenses (per pair)	
Collection Contact Lenses - (in lieu of Allowance and Discount for Non-Collection Contact Lens)	\$ Copayment - range varies from Paid in Full to \$80
Non-Collection Contact Lenses	\$130 Allowance plus an additional 15% Discount on any overage
Medically Necessary Contact Lenses (with prior approval)	\$ Copayment - range varies from Paid in Full to \$80
Contact lens evaluation, fitting and follow-up care OR Collection Contact Lenses (in lieu of Allowance for Non- Collection Contact Lenses)	Included Included
Non-Collection Contact Lenses	\$60 Allowance plus an additional 15% Discount on any overage
All Ranges of Prescriptions and sizes	Included
Choice of Glass or Plastic Lenses	Included
Oversize Lenses	Included

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

Lens Options (per pair)	
Fashion and gradient tinting of plastic lenses	Included
Glass-Grey #3 prescription sunglass lenses	Included
Ultraviolet Coating	Included
Scratch Resistant Coating	Included
Polycarbonate Lenses	Included
Blended Segment Lenses	Included
Intermediate Vision Lenses	Included
Standard Progressive Lenses	Included
Premium Progressive Lens	\$40 Copayment
Photochromic Glass Lenses	Included
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

Covered Service	Out-of-Network Benefits
Exam	\$30 Reimbursement
Eyeglasses	
Frames	\$30 Reimbursement

Explanation of Variables HM 902-VIS (6/10), ET. AL

Spectacle Lenses (per pair)	
Single Vision Lenses	\$30 Reimbursement
Bifocal Lenses	\$25 Reimbursement
Trifocal Lenses	\$45 Reimbursement
Lenticular Lenses	\$60 Reimbursement
Contact Lenses (per pair – in lieu of eyeglasses)	
Soft, Standard, Daily Wear, Disposable, Planned Replacement and Speciality	\$75 Reimbursement
Medically Necessary Contact Lenses (with prior approval)	\$225 Reimbursement
Contact lens evaluation, fitting services, follow-up care	Included

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.

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

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

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:

- One pair of Daily Wear Contact Lenses; or
- Two boxes of Planned Replacement Contact Lenses; or.
- Four boxes of Disposable Contact Lenses.

All contact lenses in the collection are single vision spherical lenses.

Specialty Contact Lenses are limited to one pair of lenses. These lenses include (but are not limited to) toric, rigid gas permeable and multifocal lenses.

Explanation of Variables HM 902-VIS (6/10), ET. AL

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.

Contact lens evaluation, fitting and follow-up care applies to standard daily wear, disposable, planned replacement, specialty and medically necessary contact lenses.

Low Vision Coverage

Covered Service	In-Network Benefits
Comprehensive Evaluation	
Frequency	One comprehensive evaluation every 60 months (includes four follow-up visits in that period)
Maximum Allowance per Evaluation	\$ range varies from \$50 to \$600
Maximum Allowance per Follow-up Visit	\$ range varies from \$50 to \$600
Maximum Allowance per Aid	\$ range varies from \$50 to \$600
Lifetime Maximum Allowance for all Aids	\$ range varies from \$250 to \$1200

Out-of-Network	Member is responsible for the entire cost
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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. Any amount due over the allowances above for an evaluation, follow-up visits or aids is the Member's responsibility. 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. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

Laser Vision Correction

Covered Service	In-Network Benefits
Discount	20% 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)

Out-of Network	Member is responsible for the entire cost
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Explanation of Variables HM 902-VIS (6/10), ET. AL

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!®, provides a discount on contact lens replacement materials. To take advantage of this service either call 1-800-LENS123 or visit www.lens123.com with a current prescription.

Eyeglass Warranty

Davis Vision provides a breakage warranty to repair or replace any collection frame and/or lens(es) for a period of one year from the date of delivery. This warranty applies to eyeglasses (spectacle lenses, frames from the Davis Vision frame collection and frames obtained from a national retail chain that is part of Davis Vision's Provider Network where the Davis Vision frame collection is not displayed).

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. Disposable contact lenses are available at a 10% discount. At Wal-Mart locations a Member will receive the full allowances toward Wal-Mart's everyday low prices. No additional discounts are available at Wal-Mart locations.

Explanation of Variables HM 902-VIS (6/10), ET. AL

Hybrid Plans - Hybrid Affinity and Hybrid Affinity Gold

SCHEDULE OF BENEFITS

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 Member's Price; or
3. The difference between the Allowance and the Member's Price - we will pay the dollar amount of the Allowance; or
4. The difference between the Allowance plus any negotiated Discount and the Provider's Usual and Customary Charge - we will pay the dollar amount of the Allowance, or the Provider's actual charge, if less; or
5. The difference between any negotiated Discount and the Provider's Usual and Customary Charge.

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.

Hybrid Affinity Plan OR Hybrid Affinity Gold Plan	Frequency
Exam	Once every 12 months OR Once every 24 months
Contact Lenses Fitting	Included

Covered Service	In-Network Benefits	
Exam	\$ Copayment - range varies from Paid in Full to \$75	
Eyeglasses	Allowance	AND /OR
		Member's Price
Frames		
Priced up to \$70 retail	\$18	\$40
Priced above \$70 retail	\$18	\$40 plus an additional 10% Discount on any amount over \$70
Spectacle Lenses (per pair)		
Single Vision Lenses	\$18	\$35
Bifocal Lenses	27	\$55
Trifocal Lenses	\$35	\$65

**Explanation of Variables
HM 902-VIS (6/10), ET. AL**

Lenticular Lenses	\$55	\$110
Contact Lenses (per pair – in lieu of eyeglasses)		
Soft ,Standard, Daily Wear	\$36 Allowance OR \$36 Allowance plus a 20% Discount off Providers Usual and Customary Charge on any overage	
Disposable or Planned Replacement	10% Discount off Providers Usual and Customary Charge	
Contact lens Evaluation	15% Discount off Providers Usual and Customary Charge	

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

Lens Options (per pair)	Member's Price
Fashion tinting of plastic lenses	\$10
Gradient tinting of plastic lenses	\$12
Ultraviolet Coating	\$15
Scratch Resistant Coating	\$20
Polycarbonate Lenses	\$30
Blended Segment Lenses	\$20
Intermediate Vision Lenses	\$30
Standard Progressive Lenses	\$75
Premium Progressive Lens	\$125
Glass Lenses	\$18
Photochromic Glass Lenses	\$35
Plastic Photosensitive Lenses	\$65
Polarized Lenses	\$75
Standard Anti-Reflective (AR) Coating	\$45
Hi-Index Lenses	\$55

Covered Service	Out-of-Network Benefits
Exam	\$30 Reimbursement
Eyeglasses	
Frames	\$30 Reimbursement
Spectacle Lenses (per pair)	
Single Vision Lenses	\$30 Reimbursement
Bifocal Lenses	\$25 Reimbursement
Trifocal Lenses	\$45 Reimbursement
Lenticular Lenses	\$60 Reimbursement
Contact Lenses (per pair – in lieu of eyeglasses)	
Soft, Standard, Daily Wear, Disposable and Planned Replacement	\$75 Reimbursement

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;

Explanation of Variables HM 902-VIS (6/10), ET. AL

- 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.

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)
Out-of Network	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!®, provides a discount on contact lens replacement materials. To take advantage of this service either call 1-800-LENS123 or visit www.lens123.com with a current prescription.

Ancillary Product Discount

A Member will receive up to a 10% 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 locations a Member will receive the full allowances toward Wal-Mart's everyday low prices. No additional discounts are available at Wal-Mart locations.



A HIGHMARK COMPANY

HM Life Insurance
Company

HM Life Insurance
Company of New York

HM Benefits
Administrators

June 28, 2010

Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

VIA SERFF

Re: HM Life Insurance Company
NAIC Co. #93440
Group Vision Insurance Filing
Group Policy HMP 902-VIS (6/10)
Certificate of Insurance HMC 902-VIS (6/10)
Portability Endorsement HMP-V 109
[Group Application HMA-V 109
Enrollment Form HG0935 (R8/09)
Enrollment Form HME-V 109]

Attn: Life & Health Division

Dear Sir or Madam:

Enclosed please find the above referenced forms submitted for approval for use in the state of Arkansas. When approved, these forms will revise HLGP902-VIS, et.al approved by the Department on June 24, 2003.

The above forms provide Group Vision Insurance on a standalone basis; we will market these forms through brokers, agents and third party administrators to groups defined by applicable law. There is no deviation from generally accepted standard insurance practices.

Standard variable provisions are noted in the enclosed Summary of Variables, along with other required supporting documentation.

Should you have any questions, please contact me at the left-side address or at my direct dial of 412-544-0923; if you prefer I may be reached via email to Jennifer.bayich@hminsurancegroup.com.

Thank you in advance for your attention to this filing.

Sincerely,

Jennifer L. Bayich, Esq.
Compliance Analyst III

Enclosures

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