

State: Arkansas **Filing Company:** Nationwide Life Insurance Company
TOI/Sub-TOI: H20G Group Health - Vision/H20G.000 Health - Vision
Product Name: Vision
Project Name/Number: /

Filing at a Glance

Company: Nationwide Life Insurance Company
Product Name: Vision
State: Arkansas
TOI: H20G Group Health - Vision
Sub-TOI: H20G.000 Health - Vision
Filing Type: Form
Date Submitted: 08/27/2012
SERFF Tr Num: NWLC-128641545
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: GVIS AO L20 000 0812

Implementation: On Approval
Date Requested:
Author(s): Jonna Stough, LaToyia Brooks, Andrea Roberts
Reviewer(s): Rosalind Minor (primary)
Disposition Date: 09/18/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Nationwide Life Insurance Company
TOI/Sub-TOI: H20G Group Health - Vision/H20G.000 Health - Vision
Product Name: Vision
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General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Concurrently, being filed in Nationwide's state of domicile Ohio.
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Employer, Association, Blanket Overall Rate Impact:
Filing Status Changed: 09/18/2012
State Status Changed: 09/18/2012 Deemer Date:
Created By: LaToyia Brooks Submitted By: Andrea Roberts
Corresponding Filing Tracking Number:

Filing Description:

Nationwide Life Insurance Company (The Company) is filing a new group vision product. It is a general use filing allowing the product to be offered to employer groups, colleges and university students, and association groups. The product provides vision care services or materials. No part of the filing contains any unusual or possibly controversial items from normal company or industry standards.

Description of Filing

Attached are the Policy, Certificate and Schedule of Benefits. These forms are new and do not replace any existing forms.

Additionally, the below previously approved/filed forms will be used in conjunction with the above forms:

Application – AGEN AO L23 000 0312 approved/filed on 5/9/2012; SERFF Tracking # NWLC-128237251
Application – GGEN AO L23 000 0312 approved/filed on 5/9/2012; SERFF Tracking # NWLC-128237251
Amendment – NSHGEN2400 approved/filed on 11/4/2011; SERFF Tracking # NWLC-127783060

The associations that we will use with this filing are the National Small Business Association (NSBA) and Med-Sense Guaranteed Association. NSBA is situated in Arizona. Med-Sense is situated in Illinois. By-laws of each association are included with this submission.

Throughout the policy forms, and specifically the schedule of benefits, you will see bracketing. Numerical ranges are included in the schedule of benefits. In order to assist you with your review, we are including an explanation of variables.

Your prompt attention to this submission will be appreciated. If there are any questions, please do not hesitate to contact me.

Company and Contact

Filing Contact Information

Andrea Roberts, Sr. Compliance Analyst roberta8@nationwide.com
1 Nationwide Plaza 614-677-8010 [Phone]
1-32-101
Columbus, OH 43215

State: Arkansas **Filing Company:** Nationwide Life Insurance Company
TOI/Sub-TOI: H2OG Group Health - Vision/H2OG.000 Health - Vision
Product Name: Vision
Project Name/Number: /

Filing Company Information

Nationwide Life Insurance Company	CoCode: 66869	State of Domicile: Ohio
5525 Parkcenter Circle	Group Code: 140	Company Type:
Dublin, OH 43017	Group Name:	State ID Number:
(614) 854-3375 ext. [Phone]	FEIN Number: 31-4156830	

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: 3 forms at \$50.00 per form. (Ohio's filing fee is \$50.00 per filing so this not retaliatory.)
 Per Company: No

Company	Amount	Date Processed	Transaction #
Nationwide Life Insurance Company	\$150.00	08/27/2012	62038296

State: Arkansas

Filing Company: Nationwide Life Insurance Company

TOI/Sub-TOI: H20G Group Health - Vision/H20G.000 Health - Vision

Product Name: Vision

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/18/2012	09/18/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	09/07/2012	09/07/2012

Response Letters

Responded By	Created On	Date Submitted
Andrea Roberts	09/17/2012	09/17/2012

State: Arkansas
TOI/Sub-TOI: H20G Group Health - Vision/H20G.000 Health - Vision
Product Name: Vision
Project Name/Number: /

Filing Company: Nationwide Life Insurance Company

Disposition

Disposition Date: 09/18/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	SOV	Approved-Closed	Yes
Supporting Document	By-Laws	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes
Form	Certificate	Approved-Closed	Yes
Form	Schedule of Benefits	Approved-Closed	Yes
Form	Amendment	Approved-Closed	Yes

State: Arkansas Filing Company: Nationwide Life Insurance Company
 TOI/Sub-TOI: H20G Group Health - Vision/H20G.000 Health - Vision
 Product Name: Vision
 Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/07/2012
Submitted Date	09/07/2012
Respond By Date	10/07/2012

Dear Andrea Roberts,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate, GVIS AO L25 000 0812 (Form)

Comments:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

State: Arkansas

Filing Company:

Nationwide Life Insurance Company

TOI/Sub-TOI: H20G Group Health - Vision/H20G.000 Health - Vision

Product Name: Vision

Project Name/Number: /

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/17/2012
Submitted Date	09/17/2012

Dear Rosalind Minor,

Introduction:**Response 1****Comments:**

Amendment has been created to remove the time limit from this provision.

Related Objection 1

Applies To:

- Certificate, GVIS AO L25 000 0812 (Form)

Comments:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,

Andrea Roberts

State: Arkansas
TOI/Sub-TOI: H20G Group Health - Vision/H20G.000 Health - Vision
Product Name: Vision
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Form Schedule

Lead Form Number: GVIS AO L20 000 0812

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1	Approved-Closed 09/18/2012	GVIS AO L20 000 0812	POL	Policy	Initial:	57.200	GVIS AO L20 000 0812.pdf
2	Approved-Closed 09/18/2012	GVIS AO L25 000 0812	CER	Certificate	Initial:	56.900	GVIS AO L25 000 0812.pdf
3	Approved-Closed 09/18/2012	GVIS AO L26 000 0812	SCH	Schedule of Benefits	Initial:	0.000	GVIS AO L26 000 0812.pdf
4	Approved-Closed 09/18/2012	GVIS AR L24 000 0812	POLA	Amendment	Initial:	63.800	GVIS AR L24 000 0812.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43216
(Hereafter called We, Us or Our in this Policy)

[GROUP] [VOLUNTARY] [ASSOCIATION] [STUDENT] VISION POLICY

On Your Side[®]
Policyholder:

[JOHN DOE CO.]

Policy Effective Date:

[January 1, 2011]

Policy Number:

[111]

[Policyholder Address:

[Address]]

[Associated Companies:

[Company name(s)]

[First Policy Anniversary:

[July 1, 2012]]

[Subsequent Policy Anniversaries:

Each [July 1]]

[Initial Term:

[[1-24] Months]

[Termination Date:

[January 1, 2012]]

Frequency of Premium Payment:

[dates will reflect mode - Weekly, Bi-weekly, Monthly, Quarterly, Semi-annually, Annually, or coincident with the payroll cycle]

Premium Due Date:

[1st thru 31st]

[Participating Organization:

[Organization Name]

State or Other Jurisdiction of Issue:

[Any State]

[Eligible Classes:

[As defined by the Policyholder – insert eligibility requirements here]]

We agree to insure the Eligible Persons described in the Eligible Classes section [above] [of the Schedule of Benefits]. We will do this while this Policy stays in force. We agree to pay the benefits of this Policy to the persons insured. Details of the benefits are shown in the Certificate attached to this Policy. These certificates form a part of this Policy.

Premiums

The Policyholder has applied for this Policy and understands that the required Premium must be paid to obtain the insurance and keep it in force.

When This Policy Will Take Effect

This Policy will take effect at 12:01 A.M. standard time at the Policyholder's address on the Effective Date above, its date of issue.

We witness that this Policy is executed on its date of issue at Columbus, Ohio.

Signed for Nationwide Life Insurance Company

President

**Non-Participating Insurance which can be terminated by Us as described in the Policy.
This is a legal contract between You and Us.**

GENERAL PROVISIONS

Agency

The Policyholder and any administrator appointed by the Policyholder shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

Entire Contract

The entire contract consists of:

1. this Policy;
2. the Certificate;
3. any Riders, Endorsements and Amendments, adding or changing the provisions of the Policy or Certificate;
4. the Application of the Policyholder [or Participating Organization].

A copy of the Policyholder's Application is attached to this Policy on the date it is signed. All statements made in the Application [and Enrollment Form], in the absence of fraud, are representations and not warranties.

Individual Certificate

We will make a Certificate available to each Insured Person under this Policy. Certificates will state the insurance Benefit to which a Covered Person is entitled and to whom the Benefits are payable.

Conformity With State Laws

The insurance laws of some states require that certain Policy provisions comply with the law of the state for all permanent residents of the state. Any Policy provision herein which does not conform with such law is hereby modified to the minimum extent necessary to satisfy legal requirements. However, any such provision is modified only for an Insured Person who is a permanent resident of the state at the time Covered Expenses are actually incurred as defined herein.

Misstatements

If any relevant fact as to a Covered Person to whom this insurance relates is found to have been misstated, the true facts will be used to determine whether the Covered Person's insurance is in force under the Policy and in what amount. If the error has an effect on the Premium, an adjustment of the Premium due will be made.

Non-Participating

This Policy is non-participating. This means that it does not share in Our surplus earnings.

Assignment

No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us.

Statements in the Application

[Except for material fraudulent misstatements,] this Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

Clerical Error

Any clerical error by Us in keeping relevant records, or a delay in making any entry, will not void any insurance otherwise validly in force or continue insurance otherwise validly terminated. When a clerical error or delay is found, Premiums and benefits will be adjusted based on the true facts and the provisions of the Policy.

Changes In Policy

The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our Executive Vice President or Our Corporate Secretary. Any changes will be made without the consent of, or notice to, any Insured Person. No agent has authority to contract directly with Us for this Policy or to change, alter or amend any of its terms or provisions in any way.

Policyholder Required Information

Certain facts are needed to administer the Policy. We have the right to decide which facts We need. The Policyholder is required to comply with any reasonable request for information which We deem necessary to administer the Policy. We have the right to inspect any records of the Policyholder that have a bearing on the insurance or Premium under the Policy.

Incorporation Provision

The provisions of the attached Certificate of Insurance, any Rider(s), and any Endorsement(s), including any Rider or Endorsement added after the Vision Policy Effective Date, are made a part of this Vision Policy. The Certificate(s) and Rider(s) attached to this Policy will control each Covered Person's coverage eligibility, effective date, termination date, benefits, limitations and exclusions.

New Entrants

New persons to the groups or classes eligible for insurance must be added to the groups or classes for which they are eligible.

[Workers' Compensation Not Affected

This Policy does not replace or change any requirement for coverage under Workers' Compensation insurance.]

PREMIUM PROVISIONS**[Payment of Premiums {employer}**

The Premiums due under this Policy are payable in advance directly to Us. The first Premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the cover page of this Policy. The payment of any Premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the Grace Period provision. All payments made to Us will be made in United States dollars.]

[Payment of Premiums {association and college}

Premiums are payable monthly or as otherwise agreed to by Us. Premiums must be paid to Us at Our Home Office or to Our Agent. The payment of any Premium will keep the coverage under the Policy in force to the next Premium Due Date[, subject to the Grace Period provision]. All payments made to Us will be made in United States dollars.]

[Premium Calculation

The total Premium owed to Us under this Policy is obtained by multiplying the number of Covered Persons [in each tier category] by the applicable Premium rates in effect for all Covered Persons covered under this Policy and then summing the results.]

Premium Adjustments

When additional or increased insurance begins or ends and the change is due to a change in the terms of this Policy, any adjustment in the Premium will be made as of the date the change is effective. Otherwise, any adjustment in Premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if Premiums are payable other than monthly).

Changes in Premium Rates

We have the right to change the Premium rates on any Premium Due Date [after the Initial Term]. [After the Initial Term,] We will not increase the Premium rates more than once in any [1, 3, 6, 12] month period. We will notify the Policyholder in writing at least [30, 31, 45, 60, 90] days in advance of any increase.

[The Initial Term starts on the Policy Effective Date and runs for the number of months shown above.]

[Premium Rate Guarantees

Any Premium rate guarantees are subject to the following provisions:

1. The benefits outlined in the Certificate as well as the eligibility remain unchanged;
2. [There are no additions or deletions of subsidiaries or affiliates;]
3. The census or geographic distribution does not change by more than [5-50%, in 5% increments]%;
4. [The employer contribution, if applicable, to the Premium is not reduced.]]

[Policyholder Grace Period

A Grace Period of [31-90] days (without interest charge) is granted for the payment of any Premium Due Date after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the Premium is not paid by the end of the Grace Period all insurance under this Policy will end on the last day of the Grace Period, and the Policyholder will owe Us all Premiums then due and unpaid including the Premium for the Grace Period.

[If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later. The Policyholder will owe Us the pro-rata Premium for the time the insurance was in effect during the Grace Period.]{employer groups or groups where insured pays premium directly}}

TERMINATION OF INSURANCE

The Policy will continue for as long as Premiums are paid or until it is terminated or cancelled. Notice to cancel or terminate the Policy may come from either the Policyholder or from Us. The Policyholder may cancel any or all of the insurance by giving Us written notice. It will terminate on the later of:

1. the date requested in the cancellation notice; or
2. the date We receive the notice.

We may terminate insurance as of a Premium due date with a [31, 45, 60, 90 day] advance notice in writing to the Policyholder. However, prior to the first Policy anniversary, We may only terminate insurance if:

1. if the Policyholder does not perform its duties under the Policy to Our satisfaction; or
2. [the Policyholder is paying the full cost of the coverage and less than 100% of the employees eligible for coverage are participating in the plan; or]
3. [the employees are paying some of the cost of their coverage and less than [25%-100%] of the employees eligible for coverage are participating in a plan; or]
4. [the employees are paying all of the cost of their coverage and less than [10%-100%] of the employees eligible for coverage are participating in a plan; or]
5. [Fewer than [5-50] employees are insured for coverage under this policy or plan; or]
6. [if the Policyholder ceases to sponsor coverage under the Policy, or sponsors the same or similar coverage through another arrangement without Our written agreement.]

In either event, Premium is due and payable through the date on which coverage under the Policy terminates. If the Premium is not paid, the Policy will terminate as of the last day for which Premium was paid [subject to the Grace Period Provision above].

Insurance will end as provided above without the consent of, or notice to, any Covered Person, unless otherwise required by state law.



Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43216

CERTIFICATE OF COVERAGE FOR VISION PLAN

On Your Side®

INSURING AGREEMENT

The Nationwide Life Insurance Company has issued a Policy covering certain Eligible Classes of the Policyholder.

The Benefits of the Policy are described in this Certificate and Your Schedule of Benefits.

Final interpretation is governed by the Policy. You may review the Policy at the Policyholder's address during normal business hours. This Certificate replaces any and all Certificates previously issued for the eligible classes under the Policy. This Certificate describes the Policy in detail.

NOTICE CONCERNING YOUR CERTIFICATE

The Benefits and provisions of the Policy are described in this Certificate.

Please read Your Certificate carefully. Keep it in a safe place.

IMPORTANT NOTICE: Benefits are payable only for listed Services that were both started and completed while the patient is insured under the Policy.

The Policy under which the Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person who Claims rights or Benefits under the Policy.

Signed for Nationwide Life Insurance Company

President

Secretary



Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio

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The Nationwide Life Insurance Company has issued a Policy covering certain Eligible Classes of the Policyholder.

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The Benefits and provisions of the Policy are described in this Certificate.

Please read Your Certificate carefully. Keep it in a safe place.

IMPORTANT NOTICE: Benefits are payable only for listed Services that were both started and completed while the patient is insured under the Policy.

The Policy under which the Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person who Claims rights or Benefits under the Policy.

[[10, 30] Day Right to Examine Certificate: There is a [10, 30] day right to review this Certificate. If You decide not to keep it, it may be returned to the Policyholder, its agent or to Us within [10, 30] days of the original Certificate Effective Date. In that event, We will consider it void from the Certificate Effective Date and refund all Premium paid. Any Claims paid during the initial [10, 30] day period will be deducted from the refund.]

Signed for Nationwide Life Insurance Company

President

Secretary

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GENERAL DEFINITIONS

[Accredited: The school, college or university has been evaluated and awarded accreditation by an accrediting agency that is recognized by the U.S. Department of Education or the Council on Higher Education Accreditation (CHEA) in Washington, DC.]

[Active Work, Actively at Work: [You are performing the normal duties of Your regular occupation and working Your normal hours. [You must be working [at least the number of] [a minimum of [1-40]] hours per week as defined by the Policyholder on a [permanent] [Full-Time] [Part-Time] basis and must be paid regular earnings.]

Your work site must be:

1. at the Policyholder's usual place of business; or
2. at a location to which the Policyholder's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to Illness, Injury, Leave of Absence, strike or lay-off. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.] ~or~

[As defined by the Policyholder and Us.]]

Benefit: The dollar amount payable by Us to a Claimant or assignee under the Policy.

[Calendar Year: For the first year, it is the period of time that begins on the Effective Date and ends on December 31st or subsequent years, it is the period of time that begins on January 1st and ends December 31st. [The Effective Date is shown in Your Schedule of Benefits.]]

Certificate: This document that provides a description of the Coverage available under the Policy.

[Child or Children: See definition of Eligible Dependent.]

Claim: A request for payment of covered Benefits.

Claimant: A person who has filed a Claim for Benefits under the Policy, as an Insured Person or as the dependent of an Insured Person.

Company: Nationwide Life Insurance Company. Also hereinafter referred to as We, Our and Us.

[Contributory: You pay a portion of the Premium for Coverage.]

[Copayment or Copay: Those amounts required to be paid by or on behalf of a Covered Person for Services which are not fully covered, and which are payable at the time services are rendered or materials ordered.]

Coverage: The right of the Covered Person to receive Benefits subject to the terms, conditions, limitations and exclusions of the Policy.

[Covered Dependent: Your Eligible Dependent who is insured under the Policy.]

Covered Person: You [and Your Eligible Dependents whom] [provided] You have enrolled for insurance and paid any Premium due under the Policy.

[Dependent or Covered Dependent: Your Eligible Dependent who is insured under the Policy.]

[Domestic Partner: An individual in a relationship with You that satisfies the following criteria:

1. [For at least [3,6, 12, 18, 24] consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, [have had a declaration of domestic partnership on file with a state or local government Domestic Partner Registry] [are and have been each other's sole Domestic Partner and have maintained the same principal place of residence]; and]
2. [Your Domestic Partner is at least 18 years of age; and]
3. [You and Your Domestic Partner are not married or related by blood; and]
4. [You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and]
5. [You and Your Domestic Partner have filed a Domestic Partner affidavit [with Us]; and]
6. [You and Your Domestic Partner are not legally married to anyone else.]]

Effective Date: The date on which insurance Coverage begins under the Policy.

[Eligible Class: A group of people who are eligible for Coverage under the Policy. [See the Schedule of Benefits for a list of Eligible Classes.] [Each person of the Eligible Class will qualify for insurance on the date he or she completes the required Eligibility Waiting Period, if any.]]

[Eligible Dependent: Includes:

1. Your Spouse (if not legally separated or divorced from You);
2. [unwed] Child from the moment of birth, until the Child attains Age [19-26]; [and]
3. [[unwed] Child who is a student may be covered until Age [22-35] provided such Child is a Full-Time Student and more than 50% dependent on You for support and maintenance and proof of the Child's enrollment as a Full-Time Student must be submitted to Us.]]

Children include natural children, stepchildren, adopted children, [grandchildren], children Placed for Adoption, children appointed to Your custody by a court order, or foster children who are dependent upon You for support. Adopted children include a child where an Eligible Person has the assumption and retention of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. Such child is no longer considered an Eligible Dependent upon the termination of that legal obligation.

[The term Eligible Dependent does not include any person who:

1. [is in full-time active duty in the armed forces of any country or international authority; or]
2. [lives outside of the United States [or Canada][Mexico]]; or]
3. [is an Insured Person under the Policy.]]

Eligible Person: A person who belongs to an Eligible Class as described in the Schedule of Benefits.

[Eligibility Waiting Period: The continuous length of time a Covered Person must serve in an Eligible Class to reach his or her eligibility date and begin his or her Coverage [and Your Eligible Dependent Coverage]. [The Eligibility Waiting Period is shown in the Schedule of Benefits].]

[Enrollment Form: The document completed by You in electing Coverage under the Policyholder's Policy.]

[Family Member: A person who is related to the Covered Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or Child (includes legally adopted, step or foster child). A Family Member includes an individual who normally lives in the Covered Person's household.]

[Full-Time: A regular workweek as defined by the Policyholder. We have the right to verify the hours worked by reviewing payroll records and/or income tax records.]

[Full-Time Student: A student who is enrolled in an Accredited educational institution or licensed trade school and considered full time according to the institution or school that he or she is attending.]

[Group: A Policyholder or entity who has entered into a contract with Us to provide Coverage under the Policy.]

[Home Country: The Insured Person's home country or country of regular domicile.]

[Initial Enrollment Period: The period of time determined by the Policyholder during which an Eligible Person may first enroll for insurance under the Policy. The number of days is shown in the Schedule of Benefits.]

Insured Person: A person who is an Eligible Person, [who has qualified for insurance by completing the Eligibility Waiting Period, and] for whom insurance under the Policy has become effective..

[Leave of Absence: An arrangement where You and the Policyholder agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. Refer to When Coverage Begins and Ends to determine how long Your Coverage can be continued during a Leave of Absence.]

[Non-Contributory: You pay no portion of the Premium for Coverage.]

Non-Participating Provider: Any other provider. [Non-participating Providers are not subject to our quality management programs. Your out-of-pocket expenses may be greater when you visit a Non-Participating Provider. Some Non-participating Providers may be referred to as Retail Chain Affiliate Providers and more cost savings or convenience may be available through Our arrangements with them.]

Ophthalmologist: A person who is licensed by the state in which he or she practices as a Doctor of Medicine or Osteopathy and is qualified to practice within the medical specialty of ophthalmology.

Optician: A person or business licensed by the state in which services are rendered to manufacture, grind and/or dispense lenses and frames prescribed by either an Optometrist or an Ophthalmologist.

Optometrist: A person licensed to practice optometry as defined by the laws of the state in which his or her services are rendered.

[Participating Organization: An organization which:

1. elects to offer Coverage under the Policy by completing a Participating Organization Application that has been accepted by Us;
2. completes a participation agreement with the Policyholder; and
3. remits the required Premium when due, if applicable.]

[Participating Provider: A Provider who has contracted with Us for inclusion in the Participating Provider Program. These Participating Providers agree to accept Our Participating Provider maximum allowed charges as payment in full for Services rendered. When vision care is given by Participating Providers, the Covered Person will generally incur less out-of-pocket cost for Services rendered.]

[Part-Time: A schedule of work defined as part-time by the Policyholder. We have the right to verify the hours worked by reviewing payroll records and/or income tax records.]

[Placement for Adoption; Placed for Adoption: A Child is placed in Your physical custody for the purpose of adoption.]

Plan Year: The period of time shown in the Schedule of Benefits as Calendar Year, Policy Year or Service Year.

Policy: The agreement between Us and the Policyholder which states the terms, conditions, limitations, and the exclusions regarding Coverage.

[Policy Anniversary: The month and day as shown [on the Schedule of Benefits][in the Policy] as the Policy Anniversary.]

[Policy Year: For the first year is the period of time that begins on the Effective Date and ends on the day before the next following Policy Anniversary. For subsequent years, it is the period of time that begins on the first and each subsequent Policy Anniversary and ends on the day before the next Policy Anniversary. [The Policy Year is shown in Your Schedule of Benefits.]]

[Policyholder: The organization [named in the Schedule of Benefits] who has contracted with us to provide Benefits to You.]

[Premium: The periodic fee required to maintain Coverage for each Eligible Person and Dependent in accordance with the terms of the Policy.]

[Prior Plan: The plan providing similar insurance Benefits carried by the Policyholder on the day before the Policy's Effective Date with Us.]

Provider: An Ophthalmologist, Optician, or Optometrist as defined in this section. [Provider does not include [the Covered Person] [or] [a Family Member].][Provider cannot be retained by the Policyholder.]

[Reservist: A member of a reserve component of the Armed Forces of the United States. Reservist also includes a member of the Army National Guard and the Air National Guard.]

Retail Chain Affiliate Provider, Affiliate Provider, Affiliate: See Non-Participating Provider.

Schedule of Benefits: This document shows You the amount of Benefits provided under the Policy.

Service: A procedure or supply which is performed by a Provider in connection with the vision care of a Covered Person. It is required and appropriate for treatment of the Covered Person's visual condition according to broadly accepted standards of vision care as determined by Us or Our vision consultants.

[Service Year: It is the period of time that begins on the first date of Service and ends on the day before the anniversary of that date.]

[Sign or Signed: The use by a person of a symbol or method with the present intention to authenticate a record. [Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.]]

[Spouse: Your lawful Spouse who is an Eligible Dependent. [The term also includes [a registered] Domestic Partner or civil union partner who is an Eligible Dependent, where allowed by law].]

Visually Necessary: Services and materials medically or visually necessary to restore or maintain an Insured Person's visual acuity and health for which there is no less expensive professionally acceptable alternative.

We, Us, Our, and Insurer: Means Nationwide Life Insurance Company.

[Written or Writing: A record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.]

You and Your: Refers to an Insured Person.

Other terms are defined elsewhere under the Certificate.

[COVERED PERSONS PREMIUMS

When are Your Premiums due?

The first Premium for each Covered Person is due on the date [he or she becomes covered under this Policy.][he or she enrolls for insurance under the Policy.] Each Premium after the initial Premium is due at the end of the period for which his or her preceding Premium was paid.

What happens if You are late with a Premium payment

A Grace Period of [31-90] days from the Premium due date is allowed for each Covered Person for payment of each Premium due after the initial Premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, You will be liable to us for payment of any Premium accruing during the period we continued his or her Coverage under this provision.

The Grace Period will not continue Coverage beyond a date as described in the **"When will Your Coverage end?"** provision.]

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[COVERED PERSONS PREMIUMS

When are Your Premiums due?

The first Premium for each Covered Person is due on the date [he or she becomes covered under this Policy.][he or she enrolls for insurance under the Policy.] Each Premium after the initial Premium is due at the end of the period for which his or her preceding Premium was paid.

[Your portion of the Premium due is payroll deducted by the Policyholder. The Policyholder remits the Premium to Us or Our agent on or before the Premium Due Date. The payment of each premium as it becomes due will maintain the Policy and Your insurance in force through the date immediately preceding the next Premium Due Date.]

What happens if You are late with a Premium payment?

A Grace Period of [31-90] days from the Premium due date is allowed for each Covered Person for payment of each Premium due after the initial Premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, You will be liable to us for payment of any Premium accruing during the period we continued his or her Coverage under this provision.

The Grace Period will not continue Coverage beyond a date as described in the **"When will Your Coverage end?"** provision.]

4-E

WHEN COVERAGE BEGINS AND ENDS

ELIGIBLE PERSON

Are You eligible?

An individual is eligible for Coverage if he or she is in an Eligible Class as [described in the Schedule of Benefits][defined by the Policyholder].

When do You enroll?

Enrollment is when an Eligible Person completes an Enrollment Form giving the information We require. [As the Eligible Person, if You are required to pay all or part of the Premium for Coverage, You must agree to make the required contributions and pay the first premium at time of enrollment.] The enrollment for Coverage may be written or electronic on an Enrollment Form furnished or approved by Us.

[An Eligible Person who has met all eligibility requirements of the Policyholder may enroll at any time throughout the Plan Year. The Enrollment Form must be completed and Signed on or before the desired Effective Date of Coverage.]

When will Your Coverage begin?

Insurance will not become effective for You before the first Premium is paid.

Subject to Your enrollment and payment of any Premium due, insurance is effective at 12:01 AM at the main location of the Policyholder on Your first day of Coverage.

When will Your Coverage end?

All of Your insurance under the Policy will terminate at 12:01 AM at the main location of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;
2. The [date][last day of the month in which] You cease to be an Eligible Person;
3. The date specified by Us in written notice to You that Your Coverage ends due to fraud or misrepresentation;
4. The [date][last day of the month in which] We receive written notice from You or Policyholder telling Us to terminate Coverage of a Covered Person or the date requested in that notice, whichever is later;
5. The last day of the period for which premium was paid, if a premium is not paid when due subject to the Grace Period provision;
6. The [date] [last day of the month in which] the Policy is changed to end the insurance for Your Eligible Class;
7. [The [date][last day of the month in which] You enter full-time active duty in the armed forces of any country or international authority;]
8. [The [last day of the month following][date of] Your [50th -99th] birthday;]
9. [The date of departure from the United States;]
10. The date of Your death.

5-A
EP

WHEN COVERAGE BEGINS AND ENDS

ELIGIBLE PERSON

Are You eligible?

An individual is eligible for Coverage if he or she is in an Eligible Class as and if he or she satisfies any Eligibility Waiting Period as [described in the Schedule of Benefits][defined by the Policyholder].

When do You enroll?

Enrollment is when an Eligible Person completes an Enrollment Form giving the information We require. As the Eligible Person, if You are required to pay all or part of the Premium for Coverage, You must [acknowledge Your permission to the Policyholder to withhold such Premium from Your Pay][agree to make the required contributions and pay the first premium at time of enrollment]. The enrollment for Coverage may be Written or electronic on an Enrollment Form furnished or approved by Us.

[An Eligible Person who has met all eligibility requirements of the Group prior to the Policy Effective Date may request enrollment during the initial enrollment period that precedes the Policy Effective Date. After the Policy Effective Date, an Eligible Person must request enrollment [during the Eligibility Waiting Period][no later than [30-90] days after [the date of hire][the end of the Eligibility Waiting Period][the date he or she becomes eligible][, unless there is a Change in Family Status]. [If You enroll for Coverage as a result of a Change in Family Status, You must request enrollment within the [30-90] day period following the date of the event.]]

[If You do not enroll for Coverage as indicated above You may not enroll until the next Enrollment Period.]

[Enrollment Period: The Policyholder may provide for an Enrollment Period during the Policy Year. Eligible Persons may enroll themselves [and their Eligible Dependents] during an Enrollment Period as if they were a newly eligible person.

When will Your Coverage begin?

[If the Policyholder requires You to contribute toward the cost of all or part of the insurance, no such Contributory insurance will become effective for You before You agree to make the required contributions and the first premium is paid. The form may be obtained from the Policyholder.]

Subject to [the Eligibility Waiting Period] [and] Your enrollment [and payment of any Contributory portion of the premium due], insurance is effective on the later of 12:01 AM at the main office of the Policyholder on [Your first day of Coverage]:

1. [The Policy Effective Date, if You are eligible prior to the Policy Effective Date, You enroll and You pay the Contributory portion for the entire amount requested; or
2. The [first of the month following the] date an Eligible Person enrolls [and pays the Contributory portion due for the entire amount requested], if an Eligible Person enrolls for Coverage after the Policy Effective Date.]

[Notwithstanding the above, if You are not Actively at Work on the date Your insurance Coverage would begin, Your insurance will begin on the date You come back to Active Work.]

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EP

When will Your Coverage end?

All of Your insurance under the Policy will terminate at 12:01 AM at the main office of the Policyholder on the earliest of the following dates:

1. [The [date] [last day of the month in which] Your employment terminates. For the purposes of insurance Coverage Your employment will terminate when You are no longer Actively at Work. [However, if You are not Actively at Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the earlier of:
 - a. the date on which We receive Written notice from the [Plan Sponsor] that Your insurance is terminated.
 - b. the end of the [3,6,12,18,24] month period following the date on which You were last Actively at Work.];
2. The date the Policy terminates;
3. [The [date] [last day of the month] Your [employer, company] ceases to be an Affiliated [employer, company] with the Policyholder;]
4. The [date][last day of the month in which] You cease to be an Eligible Person[,except due to a Leave of Absence];
5. The date specified by Us in written notice to You that Your Coverage ends due to fraud or misrepresentation;
6. The [date][last day of the month in which] We receive written notice from You or Policyholder telling Us to terminate Coverage of a Covered Person or the date requested in that notice, whichever is later;
7. The last day of the period for which premium was paid, if a premium is not paid when due subject to the Grace Period provision;
8. The [date] [last day of the month in which] the Policy is changed to end the insurance for Your Eligible Class;
9. [The [date][last day of the month in which] You retire unless Your insurance is continued in a retired Eligible Class [as defined by the Policyholder][as shown in the Schedule of Benefits;]
10. [For retirees, the date Your status as a retiree ends in accordance with the Policyholder's retirement plan;]
11. [The [date][last day of the month in which] You enter full-time active duty in the armed forces of any country or international authority;]
12. [The [last day of the month following][date of] Your [50th -99th] birthday;]
13. The date of Your death.

[In addition, Coverage will be terminated on the first day of the calendar month following any month in which the number of hours worked falls below the minimum required hours as elected by the Policyholder.]

[*Leave of Absence:* Any Leave of Absence must have been authorized [in Writing] by Your Employer. All Premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.]

[If Coverage is continued in accordance with the *Leave of Absence* provision above, such continued Coverage will cease immediately if any one or more of the following events occurs:

1. The leave terminates prior to the agreed upon date;
2. The Policy terminates [or Your employer ceases to be [an Affiliated employer of] the Policyholder];
3. You or the Policyholder fail to pay premium when due; or
4. The Policy no longer insures Your Eligible Class.]

WHEN COVERAGE BEGINS AND ENDS

ELIGIBLE PERSON

Are You eligible?

An individual is eligible for Coverage if he or she is in an Eligible Class as [described in the Schedule of Benefits][defined by the Policyholder].

[Except in the case of medical withdrawal due to Sickness or Injury, any Student withdrawing from school during the first [0-31] days of the period for which Coverage is purchased, will not be covered under this Policy and a full refund of Premium will be made minus the cost of any Claim Benefits made by Us. Students withdrawing after [0-31] days will remain covered under the Policy for the term purchased and no refund will be allowed.]

We maintain the right to investigate eligibility status and attendance records to verify that the Policy eligibility requirements have been met. If We discover that the Policy eligibility requirements have not been met, Our only obligation is refund of Premium less any Claims paid.

When do You enroll?

Enrollment is when an Eligible Person completes an Enrollment Form giving the information We require. As the Eligible Person, if You are required to pay all or part of the Premium for Coverage, You must agree to make the required contributions and pay the first premium at time of enrollment. The enrollment for Coverage may be Written or electronic on an Enrollment Form furnished or approved by Us.

[An Eligible Person who has met all eligibility requirements of the Policyholder may enroll at any time throughout the Plan Year. The Enrollment Form must be completed and Signed on or before the desired Effective Date of Coverage.]

OR

[An Eligible Person who has met all eligibility requirements of the Policyholder prior to the Policy effective date may request enrollment during the Initial Enrollment Period that [precedes] [corresponds with] the Policy Effective Date. After the Policy Effective Date, an Eligible Person may not enroll until the next [Enrollment Period][school term] [as designated by the Policyholder] [, unless there is a Change in Family Status, as described below]. [If You enroll for Coverage as a result of a Change in Family Status, You must request enrollment within the [30-90] day period following the date of the event.]

[If You do not enroll for Coverage as indicated above You will be considered a late enrollee and You may not enroll until the next [Enrollment Period] [school term] [as designated by the Policyholder].]

When will Your Coverage begin?

If the Policyholder requires You to contribute toward the cost of all or part of the insurance, such insurance will not become effective for You before the first Premium is paid.

Subject to Your enrollment and payment of any premium due, insurance is effective at 12:01 AM at the main location of the Policyholder on Your first day of Coverage.

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EP

When will Your Coverage end?

All of Your insurance under the Policy will terminate at 12:01 AM at the main location of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;
2. [The [date][last day of the month in which] You cease to be an Eligible Person;]
3. [The date specified by Us in written notice to You that Your Coverage ends due to fraud or misrepresentation;]
4. [The [date][last day of the month in which] We receive written notice from You or Policyholder telling Us to terminate Coverage of a Covered Person or the date requested in that notice, whichever is later;]
5. The last day of the [term of Coverage][Policy term][period] for which premium was paid, if a premium is not paid when due subject to the Grace Period provision;
6. [The [date][last day of the month in which] You enter full-time active duty in the armed forces [of any country] [or international authority] [within [15-60] days of leaving school], [We will refund the unearned pro-rata Premium to such person upon request.];]
7. [The day after the last day of study in the sponsored program;]
8. [The date of departure from the United States;]
9. [The last day of [Spring][Summer] term;]
10. [The date the Covered Person departs the Policyholder's school for their Home Country][for the remainder of the [term of Coverage] [Policy Year] [for a period in excess of [30-120] consecutive days]. [No Benefits will be payable for any medical treatment received in the Covered Person's home country.] [We will refund the unearned pro-rata Premium to such person upon written request from the Policyholder.] ;]
11. The date of Your death.

5-S
EP

[ELIGIBLE DEPENDENT

Is Your Dependent Eligible?

Your Eligible Dependents are also eligible for Coverage, provided that You are insured under the Policy and that Dependent Coverage is provided under the Policy.

[Dual Eligibility Status: If both an Eligible Person and his or her Spouse are in an Eligible Class of the Policyholder, each may enroll individually [or as a Dependent of the other[, but not as both]]. [Any Eligible Dependent Child may [be enrolled by both parents/guardians][only be enrolled by one parent/guardian].] [If the Spouse carrying Dependent Coverage ceases to be eligible, please notify Us immediately. Dependent Coverage then becomes effective under the other Spouse's Coverage.]

When do You enroll an Eligible Dependent?

An Eligible Person who has enrolled for Coverage may also enroll an Eligible Dependent at any time throughout the Plan Year. The Enrollment Form must be completed and Signed on or before the desired Effective Date of Dependent Coverage.

When will Coverage begin for Your Dependents?

If You acquire additional Dependents after Your Effective Date of Coverage and have Dependent Coverage, and provided You enroll Your Eligible Dependents as indicated above, the Effective Date of the newly acquired Dependents will be the date We accept the new enrollment, subject to timely payment of any Premium due. If You acquire additional Dependents after Your Effective Date of Coverage and do not have Dependent Coverage, and provided You enroll Your newly Eligible Dependents as indicated above, the Effective Date will be:

1. [for Your [Spouse][Domestic Partner], the [date of] [first of the month following the event causing eligibility];]
 2. [for all other Eligible Dependents, the [first of the month following the] date You enroll such Dependent];
- subject to payment of any Premium due. If Your Dependent is enrolled as a result of a court or administrative order, Coverage for such child shall take effect on the [first of the month following the] [date of enrollment][date of the order, if We are notified in accordance with our enrollment guidelines] once the required Premium, if any, has been paid.

Insurance will not become effective for You before the first Premium is paid.

When will Coverage end for Your Dependent?

Your Dependent's insurance under the Policy will terminate at 12:01 AM at the main office of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;
2. [The [date][last day of the month in which] the Dependent ceases to be an Eligible Dependent] or [If the Dependent ceases to be an Eligible Dependent, the earliest of:
 - a. the [date][last day of the month in which] the Dependent reaches his or her maximum age under the Policy; or
 - b. the [date][last day of the month] following a [1,2,3] year period of time from the date the Dependent lost eligibility];
3. The [date][last day of the month in which] You cease to be insured under the Policy;
4. The last day of the period for which premium was paid, if a premium is not paid when due subject to the Grace Period provision;
5. The date the Policy is changed to end the insurance for Your Eligible Class;
6. [The [date] that the Dependent enters full-time active duty in the armed forces of any country or international authority] [Upon written request [within [15-60] days of leaving school], [We will refund any unearned pro-rata Premium with respect to such person.] [We will refund the unearned pro-rata Premium to such person upon request.];
7. The date of Your death.

[Handicapped Dependent Children: Insurance will continue for a handicapped Child who has attained either limiting age shown in the definition of Eligible Dependent, if such Child is unwed and mentally or physically incapable of earning their own living; and dependent on You for support and maintenance and was covered on the day immediately prior to attaining the limiting age. Proof of incapacity must be furnished to Us within [30, 31, 45, 60, 90] days of attainment of the limiting age. [Failure to provide such proof within [30, 31, 45, 60, 90] days of Our request will result in the termination of the Dependent child's Coverage under the Policy.]

[Coverage will continue as long as the Dependent continues to be so incapacitated and Dependent, unless otherwise terminated in accordance with the terms of the Policy.]

6-A

[ELIGIBLE DEPENDENT

Is Your Dependent Eligible?

Your Eligible Dependents are also eligible for Coverage, provided that You are insured under the Policy and that Dependent Coverage is provided under the Policy.

[Dual Eligibility Status: If both an Eligible Person and his or her Spouse are in an Eligible Class of the Policyholder, each may enroll individually [or as a Dependent of the other[, but not as both]]. [Any Eligible Dependent Child may [be enrolled by both parents/guardians][only be enrolled by one parent/guardian].] [If the Spouse carrying Dependent Coverage ceases to be eligible, please notify Us immediately. Dependent Coverage then becomes effective under the other Spouse's Coverage].

When do You enroll an Eligible Dependent?

An Eligible Person who has met all eligibility requirements of the Policyholder prior to the Policy Effective Date may also request enrollment of his or her Eligible Dependents during the Initial Enrollment Period that [precedes] [corresponds with] the Policy Effective Date. After the Policy Effective Date, if You acquire a new Dependent per the Change in Family Status provision below, as an Insured Person, You may request enrollment for Your Dependent within the [30-90] day period following the date of the event.

[If You do not enroll for Dependent Coverage as indicated above, Your Dependent may not enroll [until the next Enrollment Period] unless there is another *Change in Family Status*, as described below. [Proof of the Dependent relationship may be required by Us.]]

[Change in Family Status: Eligible Persons may enroll or change their Coverage outside of an Enrollment Period if a change in family status occurs. A change in family status means any of the following:

1. Marriage [or lawful domestic partnership][civil union];
2. Divorce or legal separation;
3. Birth, adoption, or Placement for Adoption of a Child;
4. Dependent arriving from home country;
5. Death of a Spouse or Child;
6. A court or administrative order requiring the Eligible Person to provide Coverage for his or her Child;
7. Other changes as permitted by the Policyholder and Us.]

When will Coverage begin for Your Dependents?

If You acquire additional Dependents after Your Effective Date of Coverage and have Dependent Coverage, and provided You enroll Your Eligible Dependents as indicated above, the Effective Date of the newly acquired Dependents will be the date We accept the new enrollment, subject to timely payment of any Premium due

If You acquire additional Dependents after Your Effective Date of Coverage and do not have Dependent Coverage, and provided You enroll Your newly Eligible Dependents as indicated above, the Effective Date will be:

1. [for Your [Spouse][Domestic Partner], the [date of] [first of the month following the event causing eligibility];]
 2. [for all other Eligible Dependents, the [first of the month following the] date You enroll such Dependent];
- subject to payment of any Premium due. If Your Dependent is enrolled as a result of a court or administrative order, Coverage for such child shall take effect on the [first of the month following the] [date of enrollment][date of the order, if We are notified in accordance with our enrollment guidelines] once the required Premium, if any, has been paid.

[The Policyholder may require employees to contribute toward the cost of all or part of their Dependent insurance. If so, the only Eligible Dependent who may become insured before You agree to those contributions is Your newborn Child. The form for this agreement may be obtained from the Policyholder. [If You [Sign the form] more than [31-90] days after You became eligible for Dependent insurance, the insurance for each Eligible Dependent will be deferred until the date We approve Proof of Insurability for each Eligible Dependent as described above.]

When will Coverage end for Your Dependent?

Your Dependent's insurance under the Policy will terminate at 12:01 AM at the main office of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;

2. [The [date][last day of the month in which] the Dependent ceases to be an Eligible Dependent] or [if the Dependent ceases to be an Eligible Dependent, the earliest of:
 - a. the [date][last day of the month in which] the Dependent reaches his or her maximum age under the Policy; or
 - b. the [last day of the month] following a [1,2,3] year period of time from the date the Dependent lost eligibility];
3. The [date][last day of the month in which] You cease to be insured under the Policy;
4. The last day of the period for which premium was paid, if a premium is not paid when due subject to Grace Period provision;
5. The [date] the Policy is changed to end the insurance for Your Eligible Class;
6. [The date that the Dependent enters full-time active duty in the armed forces of any country or international authority] [Upon written request [within [15-60] days of leaving school], [We will refund any unearned pro-rata Premium with respect to such person.] [We will refund the unearned pro-rata Premium to such person upon request.];
7. The date of Your death.

[Handicapped Dependent Children: Insurance will continue for a handicapped Child who has attained either limiting age shown in the definition of Eligible Dependent, if such Child is unwed and mentally or physically incapable of earning their own living; and dependent on You for support and maintenance and was covered on the day immediately prior to attaining the limiting age. Proof of incapacity must be furnished to Us within [30, 31, 45, 60, 90] days of attainment of the limiting age. [Failure to provide such proof within thirty-one (31) days of Our request will result in the termination of the Dependent child's Coverage under the Policy.]

[Coverage will continue as long as the Dependent continues to be so incapacitated and Dependent, unless otherwise terminated in accordance with the terms of the Policy.]

[ELIGIBLE DEPENDENT

When is Your Dependent Eligible?

Your Eligible Dependents are also eligible for Coverage, provided that You are insured under the Policy and that Dependent Coverage is provided under the Policy.

[Dual Eligibility Status: If both an Eligible Person and his or her Spouse are in an Eligible Class of the Policyholder, [each may enroll individually [or as a Dependent of the other[, but not as both]]. [Any Eligible Dependent Child may [be enrolled by both parents/guardians][only be enrolled by one parent/guardian].] [If the Spouse carrying dependent Coverage ceases to be eligible, please notify Us immediately. Dependent Coverage then becomes effective under the other Spouse's Coverage].

When do You enroll an Eligible Dependent?

[An Eligible Person who has enrolled for Coverage may also enroll an Eligible Dependent at any time throughout the Plan Year. The Enrollment Form must be completed and Signed on or before the desired Effective Date of Dependent Coverage.]

OR

[An Eligible Person who has met all eligibility requirements of the Policyholder prior to the Policy Effective Date may also request enrollment of his or her Eligible Dependents during the Initial Enrollment Period that [precedes] [corresponds with] the Policy Effective Date. [After the Policy Effective Date, if You acquire a new Dependent per the Change in Family Status provision below, as an Insured Person, You may request enrollment for Your Dependent within the [30-90] day period following the date of the event.]

If You do not enroll for Dependent Coverage as indicated above, the Dependent may not enroll [until the next Enrollment Period] [school term] [unless there is another *Change in Family Status*, as described below]. [Proof of the Dependent relationship may be required by Us.]

[Change in Family Status: Eligible Persons may enroll or change their Coverage outside of an Enrollment Period if a change in family status occurs. A change in family status means any of the following:

1. Marriage [or lawful domestic partnership][civil union];
2. Divorce or legal separation;
3. Birth, adoption, or Placement for Adoption of a Child;
4. Dependent arriving from home country;
5. Death of a Spouse or Child;
6. A court or administrative order requiring the Eligible Person to provide Coverage for his or her Child;
7. Other changes as permitted by the Policyholder and Us.]]

When will Coverage begin for Your Dependents?

If You acquire additional Dependents after Your Effective Date of Coverage and have Dependent Coverage, and provided You enroll Your Eligible Dependents as indicated above, the Effective Date of the newly acquired Dependents will be the date We accept the new enrollment, subject to timely payment of any Premium due.

If You acquire additional Dependents after Your Effective Date of Coverage and do not have Dependent Coverage, and provided You enroll Your newly Eligible Dependents as indicated above, the Effective Date will be:

1. [for Your [Spouse][Domestic Partner], the [date of] [first of the month following the event causing eligibility];]
 2. [for all other Eligible Dependents, the [first of the month following the] date You enroll such Dependent];
- subject to payment of any Premium due. If Your Dependent is enrolled as a result of a court or administrative order, Coverage for such child shall take effect on the [first of the month following the] [date of enrollment][date of the order, if We are notified in accordance with our enrollment guidelines] once the required Premium, if any, has been paid.

[Insurance will not become effective for You before the first Premium is paid.]

When will Coverage end for Your Dependent?

Your Dependent's insurance under the Policy will terminate at 12:01 AM at the main office of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;

2. [The [date][last day of the month in which] the Dependent ceases to be an Eligible Dependent] or [if the Dependent ceases to be an Eligible Dependent, the earliest of:
 - a. the [date][last day of the month in which] the Dependent reaches his or her maximum age under the Policy; or
 - b. the [last day of the month] following a [1,2,3] year period of time from the date the Dependent lost eligibility];
3. The [date][last day of the month in which] You cease to be insured under the Policy;
4. The last day of the period for which premium was paid, if a premium is not paid when due subject to the Grace Period provision;
5. The [date] the Policy is changed to end the insurance for Your Eligible Class;
6. [The [date] that the Dependent enters full-time active duty in the armed forces of any country or international authority] [Upon written request [within [15-60] days of leaving school], [We will refund any unearned pro-rata Premium with respect to such person.] [We will refund the unearned pro-rata Premium to such person upon request.];
7. The date of Your death.

[Handicapped Dependent child who is not capable of supporting himself or herself due to mental retardation or physical handicap will be continued beyond the age at which Coverage would otherwise have terminated if:

1. The Dependent child became incapacitated prior to the age at which Coverage would otherwise have terminated; and
2. The Dependent child is primarily Dependent on the Eligible Person for support and maintenance; and
3. Proof of such incapacity and dependence is given to Us by a Doctor within thirty-one (31) days of the date the child reaches the limiting age. Proof must also be given to Us annually thereafter. Failure to provide such proof within thirty-one (31) days of Our request will result in the termination of the Dependent child's Coverage under the Policy.]

[Coverage will continue as long as the Dependent continues to be so incapacitated and Dependent, unless otherwise terminated in accordance with the terms of the Policy.]

6-S

[Notice Required When Your Coverage Terminates: We must be informed within [30, 31, 45, 60, 90] days of the date Your Coverage terminates for any reason. Failure to provide timely notice will not continue Your insurance past the time it would have otherwise ended as provided above. In the event Premiums have been paid to Us on Your behalf after Your Coverage should have terminated, We will refund the Premium for the period for which Premiums were paid in error up to a maximum of [1, 2, 3] Policy months [or to the last Policy Anniversary, whichever is less]. If We are not notified that Your Coverage is terminated and We pay any Benefits for Your Covered Expenses incurred after the date Your Coverage terminated, [the full amount of those Benefits will be considered an overpayment which must be repaid to Us][or You will be responsible for payment of all Premiums due through the Policy month in which Benefits were paid].]

7-AS

[Notice Required When Your Coverage Terminates: We must be informed within [30-90] days of the date Your Coverage terminates for any reason. Failure to provide timely notice will not continue Your insurance past the time it would have otherwise ended as provided above. In the event Premiums have been paid to Us on Your behalf after Your Coverage should have terminated, We will refund the Premium for the period for which Premiums were paid in error up to a maximum of [1, 2, 3] Policy months [or to the last Policy Anniversary, whichever is less]. If We are not notified that Your Coverage is terminated and We pay any Benefits for Your Covered Expenses incurred after the date Your Coverage terminated, [the full amount of those Benefits will be considered an overpayment which must be repaid to Us][or You will be responsible for payment of all Premiums due through the Policy month in which Benefits were paid].]

[What happens to Your insurance when You retire?

As a retiree, You are eligible for insurance under the terms of the Policy if You were Actively at Work and covered for insurance on the day immediately preceding the date of Your retirement and You have retired in accordance with the Policyholder's retirement plan.]

[What happens if You return to [Active Work][eligible status]?

[After release from active duty: If Your insurance or Your Eligible Dependent's insurance ends due to Your being called or ordered to full-time active duty in the armed forces of any country or international authority, such insurance will be reinstated without any Eligibility Waiting Period when You return to Active Work.]

[After [termination of employment][or][loss of eligibility]: If You [return to Active Work] [or] [meet the definition of Eligible Person][but no more than][within] [30 days – 1 year] of the date Your Coverage terminated][within the same Plan Year], You may [become an Insured Person][re-enroll for insurance under this Policy]. [We will waive the Eligibility Waiting Period.]]

7-E

COVERAGE PROVISIONS

What Benefits are provided to Covered Persons?

The covered Service must be for vision care Services or materials received by a Covered Person while his or her Coverage under the Policy is in force. The Services must be performed by a Provider.

Additionally, the Benefit payable is subject to the following:

1. Each covered Service may be subject to specific Frequency Limitations, as shown on the Schedule of Covered Services.
2. Other limitations and Exclusions that may affect Coverage are shown in the “**Exclusions**” section of this Certificate.

A Covered Person may choose a Provider of his or her choice, and may choose the Services of a Provider who is a Participating Provider or a Non-Participating Provider.

- If you elect to receive vision care Services from a Participating Provider, Plan Benefits are provided subject only to your payment of any applicable Copayment and applicable Benefit amount limitations.
- If you elect to receive vision care Services from a Non-Participating Provider and that Provider is:
 - a Retail Chain Affiliate Provider, Your Benefits are provided subject to your payment of any applicable Copayment and the Affiliate Provider program in place with that Affiliate.
 - not an Affiliate Provider, you should pay the Provider their full fee. We will reimburse the Covered Person in accordance with the reimbursement schedule shown on the Schedule of Benefits, less any applicable Copayment. Availability of services under the Non-Participating Provider reimbursement schedule is subject to the same time limits and Copayments as those described for Participating Provider services.

Services obtained from either type of Provider count toward the Benefit frequencies shown in the Schedule of Covered Services.

Service Descriptions:

Eye Examination: A Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Lenses: The Provider will order the proper prescription lenses necessary for your visual welfare. The Provider shall verify the accuracy of the finished lenses.

Frames: The Provider will assist in the selection of frames, properly fit and adjust the frames, and provide subsequent adjustments to frames to maintain comfort and efficiency.

Contact Lenses: Unless otherwise indicated on the Schedule of Benefits, contact lenses are available under this Policy in lieu of all other lens and frame Benefits described herein for the current eligibility period.

Visually Necessary contact lenses, together with necessary professional services, will be provided as indicated on the Schedule of Benefits. Coverage for Visually Necessary contact lenses, regardless of the Provider where they are obtained, are covered when specific benefit criteria is met and they are prescribed by the Covered Person's Provider.

If you select contact lenses for other than Visually Necessary circumstances, they will be considered Elective contact lenses. When Elective contact lenses are obtained, Coverage will be provided toward the cost of professional fees and materials per the Schedule of Benefits

Low Vision Services and Materials: The Low Vision Benefit is available to patients who have visual impairments not fully treatable by medical, surgical or conventional eyewear or contact lenses. If a Covered Person falls within this category, he or she will be entitled to professional services as well as ophthalmic materials, including but not limited to, supplemental testing, evaluations, low vision prescription services, plus optical and non-optical aids, subject to the frequency and Benefit limitations as outlined on the Schedule of Benefits.

How does the Copayment affect a Covered Person's Benefits?

The Benefits described herein are available to You subject only to Your payment of any applicable Copayments as described in this Certificate and on the Schedule of Benefits. Any additional care, Service and/or materials not covered by this plan may be arranged between you and the Provider.

[CONTINUATION OF COVERAGE

[COBRA (Consolidated Omnibus Budget Reconciliation Act)

Continuation Coverage under COBRA: Continuation applies only to employers which are subject to the provisions of COBRA. You should contact the Policyholder's plan administrator to determine if You are eligible to continue Coverage under COBRA or under the "State Law Continuation" provision. We are not obligated to provide continuation Coverage to a Covered Person if the Policyholder or its designated plan administrator fails to perform its duties under federal law. These duties include but are not limited to:

1. notifying the Covered Person in a timely manner of the right to elect continuation Coverage; and
2. notifying Us in a timely manner of the Covered Person's election of continuation Coverage.

We are not the Policyholder's designated plan administrator and do not assume any duties of a plan administrator pursuant to federal law.

Qualifying Events for COBRA Continuation Coverage: If Your Coverage terminates due to one of the following qualifying events, You are entitled to continue Coverage. You may elect the same Coverage that You had at the time of the qualifying event. Qualifying Events are:

1. Your termination of employment with the Policyholder or reduction of hours, for any reason other than gross misconduct; or
2. Your death; or
3. a Covered Person's divorce or legal separation; or
4. a Dependent Child's loss of eligibility; or
5. entitlement of the Eligible Person to Medicare benefits; or
6. for You, if retired, and Your Covered Dependents, the filing of Chapter 11 bankruptcy by the Policyholder; or
7. full-time active duty in the armed forces of any country or international authority.

COBRA notification requirements and election period: The Covered Person must notify the Policyholder's designated plan administrator within sixty (60) days of his or her divorce, legal separation or loss of eligibility as a Dependent. Continuation must be elected by the later of:

1. 60 days after the qualifying event occurs; or
2. 60 days after You receive notice of the continuation right from the Policyholder's designated plan administrator.

You must pay the initial Premium due to the Policyholder's designated plan administrator within forty-five (45) days after electing continuation. Your monthly Premium under COBRA may exceed the premium rate for the dental plan under the Policy.

Terminating events for COBRA continuation Coverage: COBRA continuation under the Policy will end on the earliest of the following dates:

1. 18 months from the date continuation began, if Your Coverage ended because employment was terminated or hours were reduced as described above. If You are disabled at any time during the first 60 days of COBRA Coverage, beginning on the day after termination of employment or reduction in hours, continuation Coverage may be extended to a maximum of twenty-nine (29) months. You must give notice of Your disability within 60 days after the determination of the disability, and in no event later than the end of the first 18 months, in order to extend Coverage beyond 18 months. If You provide such notice, Your Coverage may be extended up to a maximum of 29 months from the date of such qualifying event or until the first month that begins more than 30 days after the date of any final decision that You are no longer disabled. If You are disabled but have non-disabled family members who are entitled to COBRA continuation Coverage, those non-disabled family members are also entitled to the 29 month disability extension. You must provide notice of any final determination that he or she is no longer disabled within 30 days of such determination;
2. 36 months from the date continuation began for a Dependent whose Coverage ended because of Your death, divorce or legal separation from You, loss of eligibility by a Dependent Child or entitlement of the Eligible Person to Medicare benefits, in accordance with Qualifying Events described in items 2-6 above;
3. The date Coverage terminates under the Policy for failure to make timely payment of the Premium;
4. The date Coverage is obtained under any other Group health plan. If such Coverage has a limitation or exclusion with respect to a Covered Person's pre-existing condition, continuation will end on the date such limitation or exclusion ends. The other Group health Coverage shall be primary for all health care except

health care which is subject to the pre-existing condition limitation or exclusion. If the other Group health plan's pre-existing condition limitations or exclusions cannot be applied because of the restrictions under the Health Insurance Portability and Accountability Act of 1996, then COBRA continuation will end on the date You became covered under the other Group health plan;

5. The date a Covered Person becomes entitled to Medicare, except that this will not apply if the Coverage was terminated because the Policyholder filed for bankruptcy, in accordance with Qualifying Event in item 6 above;
6. The date the Policy terminates; or
7. The date Coverage would otherwise terminate under the Policy.

If Your Coverage ended because employment was terminated or hours reduced as described in item 1 of Qualifying Events and during the 18 month continuation period a second Qualifying Event occurs, Your Coverage may be extended up to a maximum of 36 months. The 36 month period starts from the date Coverage ended due to the first Qualifying Event. If You are entitled to continuation because the Policyholder filed for bankruptcy, as described in item 6 of the Qualifying Events and You, if retired, dies during the continuation period, the Dependents are entitled to continue Coverage for 36 months from the date of death. Terminating events 2-7 above shall apply during any extended continuation period.

A Dependent whose continuation Coverage terminates because the Eligible Person becomes entitled to Medicare should contact the Policyholder's designated plan administrator for information regarding an extension of continuation Coverage for an additional period of time.]

[State Law Continuation

Eligibility for state continuation Coverage: If Your Coverage under the Policy would otherwise terminate due to involuntary termination of employment, You and Your Covered Dependents are entitled to continue Coverage if all the following criteria apply:

1. You were continuously covered under the Policy (or under the Policy and any similar Group plan which was replaced by this Policy) for the entire [1-12] month period before the termination of employment; and
2. You are entitled to unemployment compensation benefits at the time of the termination of employment; and
3. You are not and do not become covered by or eligible for Coverage by Medicare; and
4. You are not and do not become covered under any other Group health plan.

Notification requirements and election period under state law: The Policyholder must notify You of the right to continue Coverage at the time the Policyholder notifies You of the termination of employment.

You must file a written election of continuation with the Policyholder and pay the first month's Premium for continued Coverage no later than:

1. [5-45] days after the date Your Coverage would otherwise terminate, if the Policyholder notified You of the right of continuation prior to such date; or
2. [5-45] days after the Policyholder notifies You of the right of continuation, if the notice is given after the date on which Your Coverage would otherwise terminate; or
3. [10-60] days after the date his or her Coverage would otherwise terminate, if the Policyholder fails to tell You of the right of continuation.

Terminating events for state continuation Coverage: Continuation Coverage under the Policy will end on the earliest of the following dates:

1. The date You cease to be eligible for continuation as described in this provision;
2. [3-12] months from the date continuation began;
3. The date Coverage terminates under the Policy for Your failure to make timely payment of a required Premium;
4. The date the Policy terminates; or
5. the date Coverage would otherwise terminate under the Policy.]]

CLAIM PROVISIONS

Submitting Claims and Receiving Reimbursement

How to submit a Claim: Written notice of Claim must be given to Us within [10-365] days after the date of service [or as soon as is reasonably possible]. [You may request a claim form from Us. Upon receipt by Us of such request, We will send Claim forms within [10-365] days to the Claimant or You with instructions as to how they should be complete it and where it should be sent. Claim reimbursement submissions should include an itemized receipt.] [Covered Persons may obtain a claim form either by logging onto vsp.com and completing one on line or by calling Member Services at 800-877-7195 to have one sent to them with instructions as to how they should be complete it and where it should be sent. Claim reimbursement submissions should include an itemized receipt.]

When to submit a Claim: Proof of loss must be provided within [30,31,45,60,90,120,180] days from the date of service to file written proof of loss.

What if additional information is required? If the proof of loss provided does not contain all necessary information or is not on an appropriate Claim form, forms for filing proof of loss will be sent to the Claimant along with a request for the missing information.

When will the Claim be paid? After receiving written proof of loss and Premium payment, We will pay all Benefits then due for Claims directly to [You][or][Your Provider]. We will pay all Claims or any portion of any Claims within [10-365] days, or as required by Your state, after receipt of the Claim. If a Claim or a portion of a Claim is denied by Us, You shall be notified in writing, that the Claim is denied, within [10-365] days after receipt of the Claim by us. The notice that a Claim is denied shall identify the denied portion of the Claim and the reasons for denying the Claim. Upon receipt of the additional information requested from You, all requests for review will be made within 180 calendar days following denial of the claim.

All payments made to or by Us will be made in United States dollars.

What if there is an overpayment of Benefits? We reserve the right to deduct from any Benefits properly payable under this Policy the amount of any payment that has been made:

1. in error; or
2. pursuant to a misstatement contained in a Proof of Loss; or
3. pursuant to fraud or misrepresentation made to obtain Coverage under this Policy within [1,2,3] years after the date such Coverage commences; or
4. with respect to an ineligible person; or
5. pursuant to a Claim for which Benefits are recoverable under any Policy or act of law providing Coverage for occupational injury or disease to the extent that such Benefits are recovered.

Such deduction may be against any future Claim for Benefits under the Policy made by an Insured Person if Claim payments previously were made with respect to an Insured Person.

[Coordination of Benefits (COB)]

What if a Covered Person has more than one Plan covering similar services? When a Covered Person has vision Coverage under more than one Plan, as defined below, the Benefits payable between the Plans will be coordinated.

Benefit Coordination: Benefits will be adjusted so that the total payment under all Plans is no more than 100 percent of the Insured's Allowable Expense. In no event will total Benefits paid exceed the total payable in the absence of COB.

If a Covered Person's Benefits paid under this Plan are reduced due to COB, each Benefit will be reduced proportionately. Only the amount of any Benefit actually paid will be charged against any applicable Plan Year Benefit Maximum.

Order of Benefit Determination:

General. When there is a basis for a Claim under this Plan and another Plan. This Plan is a secondary Plan which has its Benefits determined after those of the other Plan, unless

- (a) The other Plan has rules coordinating its Benefits with those of this Plan; and
- (b) Both those rules and this Plan's rules require that this Plan's Benefits be determined before those of the other Plan.

Rules. This Plan determines its order of Benefits using the first of the following rules which applies:

- (a) Nondependent/dependent. The Benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent;
- (b) Dependent child/parents not separated or divorced. Except as stated in paragraph (c), when this Plan and another Plan cover the same child as a dependent of different persons, called parents
 - (i) The Benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
 - (ii) If both parents have the same birthday, the Benefits of the Plan which covered one (1) parent longer are determined before those of the Plans which covered the other parent for a shorter period of time. However, if the other Plan does not have the rule described previously in Rules, (i) or (ii) and if, as a result, the Plans do not agree on the order of Benefits, the rule in the other Plan will determine the order of benefits.
- (c) Dependent child/separated or divorced. If two or more Plans cover a person as a dependent child of divorced or separated parents, Benefits for the child are determined in this order:
 - (i) First, the Plan of the parent with custody of the child;
 - (ii) Then, the Plan of the spouse of the parent with the custody of the child; and
 - (iii) Finally, the Plan of the parent not having custody of the child. However, if the specific terms of a court decree state that one (1) of the parents is responsible for the health care expense of the child and the entity obligated to pay or provide the Benefits of the Plan of that parent or spouse of the other parent has actual knowledge of those terms, the Benefits of that Plan are determined first. The Plan of the other parent shall be the secondary Plan. This paragraph does not apply with respect to any Claim determination period or Plan year during which any Benefits are actually paid or provided before the entity has that actual knowledge.
- (d) Joint custody. If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of Benefit determination rules outlined in paragraph (b), above.
- (e) Active/inactive Covered Person. The Benefits of a Plan which covers a person as a Covered Person who is neither laid off nor retired are determined before those of a Plan which covers that person as a laid off or retired Enrollee. The same would hold true if a person is a dependent of a person covered as a retiree and an Enrollee. If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of Benefits, this rule is ignored.
- (f) Continuation Coverage. If a person whose Coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Plan, the following shall be the order of Benefit determination:
 - (i) First, the Benefits of a Plan covering the person as an employee, member or subscriber (or as that person's dependent); and
 - (ii) Second, the Benefits under the continuation Coverage. If the other Plan does not have the rule described here and if, as a result, the Plans do not agree on the order of Benefits, this rule is ignored.
- (g) Longer/shorter length of Coverage. If none of the previous rules determines the order of Benefits, the Benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

Effect On The Benefits Of This Plan

When This Section Applies. This section applies when, in accordance with the Order of Benefit Determination Rules, this Plan is a secondary Plan as to one or more other Plans. In that event the Benefits of this Plan may be reduced under this section. Other Plan(s) are referred to as the "other Plans" in "Reduction in this Plan's Benefits", immediately following.

Reduction in this Plan's Benefits. The Benefits of this Plan will be reduced when the sum of:

- (a) The Benefits that would be payable for the Allowable Expense under this Plan in the absence of this COB provision; and
- (b) The Benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not Claim is made, exceeds those allowable

expenses in a Claim determination period. In that case, the Benefits of this Plan will be reduced so that they and the Benefits payable under the other Plans do not total more than those Allowable Expenses. When the Benefits of this Plan are reduced as described previously, each Benefit is reduced in proportion. It is then charged against any applicable Benefit limit of this Plan.

Right to Receive and Release Needed Information: We may release to, or obtain from, any other insurance company, organization or person information necessary for COB. This will not require the consent of, or notice to You or any Claimant. You are required to give Us information necessary for COB.

Right to Make Payments To Another Plan: A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, we may pay that amount to the organization which made the payment. That amount will then be treated as though it were a Benefit paid under this Plan. We will not have to pay that amount again.

Right to Recovery: If the amount of the payments made by VSP is more than it should have paid under this COB provision, it may recover the excess from one or more of

- (a). The person it has paid or for whom it has paid;
- (b). Insurance companies; or
- (c). Other organizations.

Subrogation will not be allowed in any Plan as distinguished from the rights to recovery.

Definitions Related to Coordination of Benefits

Allowable Expense: a necessary, reasonable and customary item of expense for vision care, when the item of expense is covered at least in part by one or more Plans covering the person for whom the Claim is made. When Benefits are reduced under a primary Plan because a covered person does not comply with the Plan provisions, the amount of that reduction will not be considered an allowable expense. An example of these provisions is preferred provider arrangements.

Coordination of Benefits: Taking other Plans into account when We pay Benefits.

Plan: Any Plan, including this one that provides Benefits or services for vision expenses on either a group or individual basis. "Plan" includes group insurance and self-insured and prepaid Plans. It includes government Plans, Plans required or provided by statute (except Medicaid), and no fault insurance (when allowed by law). "Plan" shall be treated separately for that part of a Plan that reserves the right to coordinate with Benefits or services of other Plans and that part which does not.

Primary Plan: The Plan that, according to the rules for the Order of Benefit Determination, pays Benefits before all other Plans.

Year: The Plan Year, or any part of it, during which a person claiming Benefits is covered under this Plan.]

COMPLAINT AND APPEAL PROCEDURES

What if You have questions about your Benefits or Claim payments?

If You have any questions about Your Benefits, a specific Claim payment, or denial, You should contact Us in writing or by telephone within 30 days.

What if You don't agree with a Claim denial?

If We send You a written statement denying Your Claim in whole or in part, You may submit a written appeal to Us that outlines Your concerns and Your efforts to resolve the matter. The appeal must be filed within [30,31,45,60,90,120,180] days of the receipt of denial. A written decision with respect to the appeal shall be sent to You within [30,31,45,60,90,120,180] days after its receipt, unless special circumstances exist which require additional time, in which case a written decision with respect to the appeal will be sent to You as soon as possible.

If Covered Person disagrees with the response to the initial appeal of the denied claim, Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate our final determination to Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Please send to:

[VSP

Attn: Appeals Department

P.O.Box 2350

Rancho Cordova, CA 95741

(800) 877-7195]

If You are not satisfied by the appeal response or for any reason, You may write to the State of [Ohio Department of Insurance.] Describe the circumstances and Your complaint.

Please send to:

[State of Ohio Department of Insurance

50 W. Town Street

Third Floor - Suite 300

Columbus, Ohio 43215]

EXCLUSIONS

No Benefits are payable under the Policy for professional services or materials listed below.

1. Orthoptics or vision training and any associated supplemental testing.
2. Corneal Refractive Therapy (CRT).
3. Orthokeratology (a procedure using contact lenses to change the shape of the cornea in order to reduce myopia).
4. Refitting of contact lenses after the initial (90 day) fitting period.
5. Plano lenses (lenses with refractive corrections of less than $\pm .50$ diopter).
6. Two pair of glasses in lieu of bifocals.
7. Replacement of lenses and frames furnished under this Plan that are lost or broken, except at the normal intervals when services are otherwise available.
8. Medical or surgical treatment of the eye, eyes or supporting structures.
9. Corrective vision treatment of an experimental nature.
10. Plano contact lenses to change eye color cosmetically.
11. Artistically-painted contact lenses.
12. Contact lens insurance policies or service contracts.
13. Additional office visits associated with contact lens pathology.
14. Contact lens modification, polishing, or cleaning.
15. Costs for services and/or materials above Plan Benefit allowances.
16. Services or materials of a cosmetic nature.
17. Services and/or materials not indicated on the Schedule of Benefits as covered Plan Benefits.
18. Any charge for a Service for which Benefits are available under Worker's Compensation or an Occupational Disease Act or Law, even if You did not purchase the Coverage that is available to You.
19. Local, state and/or federal taxes, except where We are require by law to pay.

GENERAL PROVISIONS

Assignment

You may assign the Benefits of the Policy to the Provider rendering vision Service. You may not assign the Policy in any other way or to any other person. We must be notified in Writing of the assignment. The assignment will not be effective until we receive the Written notice. We assume no responsibility for the validity of any assignment.

Changes to Policy

The Policy may be amended at any time by written agreement between the Policyholder and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be [in Writing] and be attached to it. The amendment must bear the signature or a reproduction of the signature of Our President, a Vice President, or Secretary.

[If an employee who is otherwise eligible for insurance is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that employee will be on the date that he or she is again Actively at Work. However, if the amendment reduces the amount of insurance to which the employee is entitled, the effective date will be the effective date of the amendment.]

Statements in the Application

We will not use misrepresentations made by You in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during Your lifetime, unless the misrepresentations are fraudulent. This section does not prevent Us from using at any time a defense based on:

1. non-payment of Premium; *or*
2. any other provision of the Policy; *or*
3. any other defense that is allowed by law.

If You apply to add additional Covered Persons, the incontestable period with respect to newly added Covered Persons is for two years from such Covered Person's effective date. If You apply for increased Benefits under the Policy, We will not use misrepresentations made by You in a written application for such increase to contest the validity of the increased insurance with respect to which such statement was made, after such increase has been in force prior to the contest for a period of two years from the effective date of the increase.

Errors

You must be properly insured under the Policy. An error or omission by the Policyholder or by Us will not cause You to become Insured. An error or omission by the Policyholder or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by You, or Your representative or beneficiary, or the Policyholder.

Legal Actions

No legal action may be brought against Us to recover Policy Benefits until at least [30, 31, 45, 60, 90] days after the required written Notice of Loss is submitted to Us. No such action may be brought more than [1-10] years after the time written Proof of Loss is required by the Policy to be given.

Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your Claim or contest the validity of Your insurance unless:

1. Your insurance would not have been approved except for Your misrepresentation; *and*
2. Your misrepresentation is contained in a written instrument [Signed] by You; *and*

We give You or Your representative a copy of the written instrument that contains Your misrepresentation

Misstatement of Age or Fact

If a Covered Person's age or any other fact was misstated, We will use the correct facts to determine whether he or she is insured and if so, for what amount and duration. We will adjust Premium rates to the Covered Person's correct age. We may make this change back to the date Coverage became effective based on the misstated information.

Notice to Policyholder

Written notice given by Us to an authorized representative of the Policyholder shall be deemed notice to all affected Covered Persons in the administration of the Policy, including termination of the Policy and termination of individual Coverage under the Policy.

Workers' Compensation Not Affected

The Policy does not replace or change any requirement for Coverage under workers' compensation insurance.



Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43216

SCHEDULE OF BENEFITS FOR VISION PLAN

On Your Side[®]

This Certificate Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with Nationwide Life Insurance Company at its administrative office and with the Policyholder.

[Policyholder: [Group Name]]

[Policy Effective Date: [January 1, 2008]]

[Policy Number: [111]]

[Policyholder Address: [Address]]

[Associated Companies: [Company name(s)]

[Participating Organization: [Organization Name]]

[Insured Person: [name]]

[Certificate Effective Date: [January 1, 2007]]

[Covered Dependents [named spouse, children, domestic partner]]

[Covered Dependents Effective Date: [January 1, 2007]]

[Initial Term: [12 Months]]

[Eligible Classes: [As defined by the Policyholder – insert eligibility requirements here]]

[Eligibility Waiting Period: [[0, 30,60, 90, 180 days][0-3 months] from the first day of being Actively at Work] [[0, 30,60, 90, 180 days][0-3 months] from the Policyholder Effective Date if the person is a member in good standing on such date or [0, 30,60, 90, 180 days][0-3 months] following the date a person first becomes a member in good standing with the Policyholder] [during an open enrollment period agreed to by the Policyholder and Us]]

Eligible Class	Class Description	[Effective Date]	[Termination Date]
1			
[2]			
[3]			

[Contribution Type: [Non-Contributory][Contributory][Voluntary]]

[Frequency of Premium Payment: [Weekly, Bi-weekly, Monthly, Quarterly, Semi-annually or Annually]]

[Method of Premium Payment: [Remitted by Policyholder to Us or Our Agent] [and/or] [Remitted by Insured Person to Us or Our Agent]]

[Premium Due Date: [1st thru 31st]]

[Plan Year:

[Policy Year][Calendar Year][Service Year]]

[Participating Provider Network:

[Include Name of Network Here]]

SCHEDULE OF COVERED SERVICES

What is Covered? The following is a complete list of Covered Services and applicable Frequency Limitations. We will not pay benefits for expenses incurred for any Service not listed in this Schedule of Covered Services.

Service or Material	Frequency Limitations	Plan Maximum Covered Expense	
		Participating Provider	Non-Participating Provider*
Eye Examination	Once every [12, 24] months	Covered in full [after Copay]	Covered in full to a maximum of \$[10-250]
[Retinal Screening]	[Once every [12, 24] months]	[Covered in full [after Copay]]	[See Eye Exam benefit above]
[Lenses, Single Vision]	[Once every[12, 24] months]	[Covered in full [after Copay]]	[Covered in full to a maximum of \$[10-250]]
[Lenses, Lined Bifocal]	[Once every[12, 24] months]	[Covered in full [after Copay]]	[Covered in full to a maximum of \$[10-250]]
[Lenses, Lined Trifocal]	[Once every [12, 24] months]	[Covered in full [after Copay]]	[Covered in full to a maximum of \$[10-250]]
[Lenses, Lenticular]	[Once every[12, 24] months]	[Covered in full [after Copay]]	[Covered in full to a maximum of \$[10-250]]
Frames ^[**]	[Once every[12, 24] months]	Covered in full to a maximum of \$[80-260.*]	Covered in full to a maximum of \$[10-250]
[Contact Lenses, Elective ^{***}]	[Once every[12, 24] months]	[Covered in full to a maximum of \$[65-260]]	[Covered in full to a maximum of \$[10-250]]
OR			
[Contact Lenses, Elective - Fitting and Evaluation service]	[Once every[12, 24] months]	[Covered in full [after Copay]]	[Covered in full to a maximum of \$[10-250]]
[Contact Lenses, Elective – materials only]	[Once every[12, 24] months]	[Covered in full to a maximum of \$[65-260]]	[Covered in full to a maximum of \$[10-250]]
	Prescription contact lens materials covered-in-full up to the amount listed above in lieu of frame and lenses [unless indicated otherwise].		
[Contact Lenses, Visually Necessary]	[Once every[12, 24] months]	[Covered in full]	[Covered in Full to a maximum of \$[110-250]]
[Maximum benefit for all Low Vision services and materials]		\$[0-1,000]	\$[0-1,000]
[Low Vision – Supplemental Testing]	[Twice every 2 years]	[Covered in full]	[Reimbursed up to \$[10-250]]
[Low Vision – Supplemental Aids]	[Once every 2 years]	[75% of Our Participating Provider fee, up to \$[0-1,000]]	[75% of Open Access Provider fee, up to \$[0-1,000]]

[Low Vision Services are a Benefit when specific criteria are satisfied and when prescribed by covered Person's Participating Provider.]

* Covered Persons may receive additional savings and some services may be covered in full by choosing to visit a Retail Chain Affiliate Non-Participating Provider. Copayment may apply.

[**Frame Covered Expense may be applied towards prescription sunglasses, exhausting both frame and lens eligibility. Lab-fabricated plano lenses are not covered.]

[***Prescription contact lens fitting, evaluation and materials covered-in-full up to the retail allowance of \$[65-260](in lieu of frame and lenses).]

[Copayment: [[\$0-60, in increments of \$5] payable by the Covered Person at the time services are rendered.]

OR

[\$ 0-60, in increments of \$5] for the examination payable by the Covered Person at the time services are rendered. If materials are provided, there will be an additional [\$0-60, in increments of \$5] copayment payable by the Covered Person at the time the materials are ordered. The Copayment does not apply to Elective Contact Lenses.]

OR

[There is no Copayment for the examination. If materials are provided, there will be a [\$0-60, in increments of \$5] Copayment payable by the Covered Person at the time the materials are ordered. The Copayment does not apply to Elective Contact Lenses.]

OR

[No Copayment due.]

[Lens Options, if covered under this plan, may have a separate Copayment.]]

Lens Options (for Participating Providers and Retail Chain Affiliate Non-Participating Providers)

These options with limitations are applied after the Covered Person has met their applicable Copay and lens obligation.

[Options:] [Covered in full once every [12, 24] months.]

or

[Option:] [Covered in full after a \$[0-60] copayment once every [12, 24] months.]

or

[Option:] [Covered up to \$[10-90] once every [12, 24] months.]

Polycarbonate lenses are covered in full for dependent children up to age [0-26 yrs].

Nationwide Life Insurance Company
Columbus, Ohio

AMENDMENT NUMBER [1]

This amendment forms a part of the Policy and/or Certificate to which it is attached and amends such Policy and/or Certificate in the manner indicated for Arkansas residents only. Anything specifically stated in this amendment overrides anything to the contrary in the Policy and/or Certificate, and will be subject to all other parts of the Policy and/or Certificate.

The Section entitled **When will Coverage end for Your Dependent?** is amended as follows:

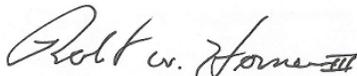
Your Dependent's insurance under the Policy will terminate at 12:01 AM at the main office of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;
2. [The [date]][last day of the month in which] the Dependent ceases to be an Eligible Dependent] or [If the Dependent ceases to be an Eligible Dependent, the earliest of:
 - a. the [date]][last day of the month in which] the Dependent reaches his or her maximum age under the Policy; or
 - b. the [date]][last day of the month] following a [1,2,3] year period of time from the date the Dependent lost eligibility];
3. The [date]][last day of the month in which] You cease to be insured under the Policy;
4. The last day of the period for which premium was paid, if a premium is not paid when due subject to the Grace Period provision;
5. The date the Policy is changed to end the insurance for Your Eligible Class;
6. [The [date] that the Dependent enters full-time active duty in the armed forces of any country or international authority] [Upon written request [within [15-60] days of leaving school], [We will refund any unearned pro-rata Premium with respect to such person.] [We will refund the unearned pro-rata Premium to such person upon request.];
7. The date of Your death.

[Handicapped Dependent Children: Insurance will continue for a handicapped Child who has attained either limiting age shown in the definition of Eligible Dependent, if such Child is unwed and mentally or physically incapable of earning their own living; and dependent on You for support and maintenance and was covered on the day immediately prior to attaining the limiting age. Proof of incapacity may be requested by Us at Our expense.

[Coverage will continue as long as the Dependent continues to be so incapacitated and Dependent, unless otherwise terminated in accordance with the terms of the Policy.]]

Signed for Nationwide Life Insurance Company

[]

Secretary

[]

President

SERFF Tracking #:

NWLC-128641545

State Tracking #:**Company Tracking #:**

GVIS AO L20 000 0812

State:

Arkansas

Filing Company:

Nationwide Life Insurance Company

TOI/Sub-TOI:

H20G Group Health - Vision/H20G.000 Health - Vision

Product Name:

Vision

Project Name/Number:

/

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	09/18/2012
Comments:			
Attachment(s):			
Read Cert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	09/18/2012
Comments:	Please see General Information tab for previously approved application information.		

		Item Status:	Status Date:
Satisfied - Item:	SOV	Approved-Closed	09/18/2012
Comments:			
Attachment(s):			
Vision Filing SOV.pdf			

		Item Status:	Status Date:
Satisfied - Item:	By-Laws	Approved-Closed	09/18/2012
Comments:			
Attachment(s):			
MSGA By Laws as of 6.2012.pdf			
NSBA By-laws.pdf			

CERTIFICATION OF COMPLIANCE WITH
INSURANCE POLICY SIMPLIFICATION REQUIREMENTS

Name and Address of Insurer:

Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
Mail Code: 1-32-101

Policy/Certificate Form Number(s):

GVIS AO L20 000 0812	Group Vision Policy
GVIS AO L25 000 0812	Group Vision Certificate
GVIS AO L26 000 0812	Group Vision Schedule of Benefits

I certify that, to the best of my knowledge and belief, the policy/certificate forms are in compliance with the Flesch reading ease score and the other requirements set forth in the Insurance Policy Language Simplification Act of the State of Arkansas.



Syed S. Rizvi
Chief Specialty Insurance Officer

Date: August 27, 2012

Nationwide Life Insurance Company
VISION GENERAL AND SPECIFIC VARIABLES
For Plan's Applications, Policy, Schedule of Benefits and Certificate

Applicable to the forms, in general:

1. Bracketed text may be included or omitted and document format may vary according to a policyholder's plan. Provisions and statements that are not applicable to a policyholder's plan will be omitted.
2. Headings may be added to clarify a plan. For example: adding class information for multiple plan offerings.
3. Variable data is indicated by brackets in the filing document and variable ranges or options are either shown in the filing document or are detailed in this variability statement. Text which is bracketed with no explanation of any alternative language, designates that the language is either "in" or "out" of the contract, as is. This variability document clarifies the variables that are to be used for each coverage available under the filed policy and certificate.
4. All bracketed references to Child/Children, Dependent, Covered Dependent, Domestic Partner, Eligible Dependent, or Spouse could be deleted if Dependent Coverage does not apply. If dependent coverage also includes Domestic Partner, bracketed references to Domestic Partner will be included. The standard is to include Domestic Partners, but this reference can be deleted by policyholder request.
5. All variables will be applicable to Association, Employer Group and College, unless noted otherwise.
6. The bracketed text [first of the month following] is included if coverage is effective the first of the month following. If immediate coverage, the bracketed text will be deleted.
7. References to [Home Office][Administrative Office] are defaulted to [Administrative Office] as the standard.
8. Additional variations not shown in the enclosed policy form may be agreed upon as a result of negotiations between the Insurance Company 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.
9. We may issue certificates in a foreign language, based on a direct translation of the filed wording.
10. The attached policy forms are submitted in 10 point type on 8 1/2 by 11 pages. We may print the same text in a booklet format (5 1/2 by 8 1/2 pages), if requested by the Policyholder. Final printed forms will be issued in at least 10 point type.

GGEN AO L23 000 0312 - Employer Application

1. Section II question #1 – Number of eligible employees are 51-100 in increments of 1.
2. Section II question #2 – hours per week are 2-40 in half hour increments.
3. Section II question #3 – hours per week are 2-40 in half hour increments
4. Section II question #6 – Waiting period can be 0 to 365 days. We anticipate that employers will generally choose between 0, 30, 60, or 90 days.
5. Section III – Product Selection – We purposely kept this application generic. Our intent is to use this application for multiple products. Products include, but are not limited to life, disability, critical illness, vision etc. If we intend to add a new product that will use this application, we will reference this filing.
6. Section IV – Employer Contributions – Contributions will be 0-100% in 1% increments.

7. Policyholder Responsibilities – (3) that if we do not notify the insurer of any insured ineligibility or termination within [31, 45, 60, 90] days, we shall forfeit (5) to notify the insurer of claims within [20, 30, 60, 90] days after they are incurred;

AGEN AO L23 000 0312 - Association Application

1. Bracketed text may be included or omitted according to a policyholder's plan. Provisions and statements that are not applicable to a policyholder's plan will be omitted.

GVIS AO L20 000 0812 – Vision Policy

Page 1 Cover Page

1. The fields for "Policyholder", "Policy Number", "Policy Effective Date", "Policyholder Address", "First Policy Anniversary", "Subsequent Policy Anniversaries", "State or Other Jurisdiction of Issue" are variable to show the specifics for each policy that is issued.
2. "Associated Companies" is variable to include the names of such entities.
3. "Initial Term" is variable to include the time period for the initial rate guarantee term, usually 1-2 years.
4. "Frequency of Premium Payment" is variable to reflect the modal payment selected by the policyholder.
5. "Premium Due Date" is variable to reflect the date selected by the policyholder.

Page 3 General Provisions Applicable to All Benefits

1. "Worker's Compensation Not Affected" language will be included for Employer groups, but deleted for Association.

Page 3 Premium Provisions

1. "Payment of Premiums" will vary based on if the policyholder is an Employer Group or an Association. The first paragraph is used for Employer Groups. The second paragraph is used for Association.
2. "Changes in Premium Rates" bracketed ranges will vary based on if the policyholder is an Employer Group or an Association. [1, 3, 6, 9, 12] - For Employer Groups, the Premium will typically not increase more than once in a 12 month period, unless agreed upon by Underwriting or the policyholder. For Association groups, the premium may change as frequently as monthly, but typically will be once in a 12 month period. [30,31,45,60,90] - The Notification of rate increases to the policyholder will typically be 31 days, but may be increased up to 90 days by Underwriting or policyholder request.

Page 3 Premium Rate Guarantees

1. This language will be included for Employer group and deleted for Association.
2. The % value is typically 25%, but can range from 5-50% by Underwriting or policyholder request.

Page 4 Policyholder Grace Period

1. This section is included for Employer Group, but deleted for Association. For Association, the individual Certificates address the Grace Period.
2. The value used [31-90] is typically 31 days, but can be increased up to 90 days by Underwriting or policyholder request.

Page 4 Termination of Insurance

1. The value used [31, 45, 60, 90 day] is typically 31 days, but can be increased up to 90 days by Underwriting or policyholder request.
2. Inclusion of bullets 2, 3, and 4 will vary by Employer contribution type. These bullets are deleted for Association.
 - i. Bullet 2 is included if the policyholder is paying 100% of the cost of the coverage.
 - ii. Bullet 3 is included if the policyholder is paying only a portion of the coverage. The bracketed % typically is

- 75%, but can be modified from 25%-100% by Underwriting or policyholder request.
- iii. Bullet 4 is included if the policyholder is not contributing to any of the cost. The bracketed % is typically 25%, but can be modified from 10%-100% by Underwriting or policyholder request.
 3. Bullet 5 – is included for Employer group, but deleted for Association. The typical value is 10 lives but can be modified from 5-50 lives by Underwriting or policyholder request.
 4. Bullet 6 is included for Employer group, but deleted for Association.
 5. Second to last paragraph – bracketed text will be included for Employer groups, but deleted for Association.

GVIS AO L26 000 0812 – Vision Schedule of Benefits

Page 1 & 2 Cover Page

1. The fields for “Policyholder”, “Policy Number”, “Policy Effective Date”, “Policyholder Address”, “Insured Person”, “Certificate Effective Date”, “Covered Dependents”, “Covered Dependents Effective Date” are variable to show the specifics for each policy and insured.
2. **Associated Companies** is variable to include the names of such entities.
3. **Participating Organization** is variable to include the names of such entities.
4. **Initial Term** is variable to include the time period for the initial rate guarantee term, usually 1-2 years.
5. **Eligible Class** will vary, depending on the specifics of each case. The standard text is “all fulltime employees” but may be modified by Underwriting or Policyholder request. For example, some groups may only want to cover “salaried” employees, thus the definition will read, “All fulltime Salary employees.” If part-time employees are included, this definition might be modified to delete reference to “fulltime.” If for Association, the text may read “all eligible members of the Association”. If for College the table showing Eligible Class, Class Description, Effective Date and Termination Date will be used.
6. **Eligibility Waiting Period** [none, 1-365 days] [As defined by the Policyholder] will be included for Employer group. The Waiting Period is variable to show the period of time for each employer’s plan. Generally the time for current employees is “none”, and the time for a new employee is “30-180 days”. In some instances the Policyholder may request a very specific waiting period in which case [As defined by the Policyholder] will be used to capture the language required.
7. **Contribution Type** will be included for Employer Group and the appropriate text used [Non-Contributory, Contributory, Voluntary] is based on the Employer’s contribution percentage.
8. **Frequency of Premium Payment** is variable to reflect the modal payment selected by the policyholder.
9. **Method of Premium Payment** [Remitted by Policyholder to Us or Our Agent] [Remitted by You to Us or Our Agent] the first string of bracketed text is used for Employer group; the second string of bracketed text is used for Association. The second string of text may also be used for someone who elects Portability coverage.
10. **Premium Due Date** is variable to reflect the date selected by the policyholder.
11. **Plan Year** the text Policy Year, Calendar Year or Service Year will appear depending on Policyholder choice.
12. **Participating Provider Network** is variable to include the names of such entities.

Page 3 & 4 Schedule of Covered Services

1. **Service or Materials** will be included per the plan the policyholder selects.
2. **Frequency Limitations** will be included per the plan the policyholder selects.
3. **Plan Maximum Covered Expense Participating Provider** may or may not include copay depending on plan selected.
4. **Plan Maximum Covered Expense Non-Participating Provider** may or may not include copay depending on plan selected and depending on Non-Participating Provider selected.
5. Paragraphs marked with an asterisk will be included if corresponding coverage is included.
6. **Copayment** language will be selected based on plan selected.
7. **Lens Options** will be completed based on plan section. Lens options that are potentially available include: Anti-reflective coating, Polycarbonate for children, Polycarbonate, Progressive, Photochromic, scratch-resistant coating.

GVIS AO L25 000 0812 – Vision Certificate of Coverage

1. The Certificate of Coverage could be used by Employer, College or Association markets. Pages 1-22 have notations in the bottom right corner of each page to indicate a section (1-7) and the market it applies to (A- Association, E-Employer, S- College/school). The following sections will be included for all markets: Table of Contents, General Definitions, Coverage Provisions, Claim Provisions, Complaint and Appeal Procedures, Exclusions and General Provisions. Continuation of Coverage will always be included for the Employer market.

2. Cover Page, Right to Examine Certificate – offered to the Association market. The standard between options of 10 & 30 days is 30 days.
3. **General Definitions** – bracketed definitions are either included or excluded.
 - a. [Active Work/Actively at Work:]

This definition may be included for Employer group plans, but will be deleted for Association.

The first bracketed statement is the standard definition that will be used: [You are performing the normal duties of Your regular occupation and working Your normal hours. [You must be working [at least the number of] [a minimum of [1-40]] hours per week as defined by the Policyholder on a [permanent] [Full-Time] [Part-Time] basis and must be paid regular earnings.]

The second bracketed statement is included as a standard with a minimum of 30 hours and includes Full-Time employees: You must be working a minimum of 30 hours per week as defined by the Policyholder on a Full-Time basis and must be paid regular earnings.

[at least the number] may be used if the definition of Actively at Work includes both Part-Time and Full-Time employees and the hours required vary. In this instance, the bracketed text [a minimum of [1-40]] will be deleted.

[permanent] and [Part-Time] may also be included by policyholder request.

~or~ as an alternative definition, the following bracketed text may be used if the policyholder has a very specific definition for actively at work (i.e. “You must be working an average of 80 hours per month to be eligible”).

- b. [Domestic Partner:]

This definition may be deleted if dependent coverage is not included or if Domestic Partner’s are not eligible under the plan.

Item 1, the standard time period is 6 consecutive months, but can vary from [6-12] months.

- c. [Eligible Dependent]

[and;] [or;] will be used based on the selection options in bullets 1-4. If domestic partner is deleted, [; and] will be used; if domestic partner is included [; or] will be used. The standard is to include domestic partner.

Bullet #2 - [unwed] is standard text to include, but may be deleted by underwriting or policyholder request. Age 26 is standard, but the age can vary from [19-30] by underwriting or policyholder request. If bullet #4 is included, the standard age used is 19 and the text [; and] will be included.

Bullet #3 – This statement is deleted as a standard, but may be included by underwriting or policyholder request. If included, [unwed] is standard text to include, but may be deleted by underwriting or policyholder request. Age 26 is standard, but the age can vary from [19-30] by underwriting or policyholder request.

In the second paragraph, the standard is to delete the text [grandchildren,], but may be included by underwriting or policyholder request.

In the last paragraph, “Lives outside of the United States [or Canada][Mexico]; or”, the text [or Canada][or Mexico] may be included by underwriting or policyholder request. For Employer Group, the standard is to include the text [or Canada], but delete [Mexico]. For Association, the standard is to delete [or Canada][or Mexico].

4. **When Coverage Begins and Ends** (5-E), When Do You Enroll?, *Second Paragraph*

The following bracketed text may vary by plan or by underwriting or policyholder request: [during the Eligibility Waiting Period][no later than [30-90 days]] after [the date of hire][the end of the Eligibility Waiting Period][the date he or she becomes eligible][, unless there is a Change in Family Status]. The standard language used will be “no later than 31 days after the date of hire, unless there is a Change in Family Status. The date range is typically 31 days, but may be changed up to 90 days by underwriting or policyholder request.

5. **When Coverage Begins and Ends (5-S), When Do You Enroll?, *Second Paragraph***
Options available to accommodate alternate enrollment processes that the Policyholder has in place.
6. **When Coverage Begins and Ends (6-E), When do You Enroll an Eligible Dependent?, *Change in Family Status***
Text is included if the *Change in Family Status* is allowed by the plan. The standard is to include this text.
- After the Policy Effective Date, if You acquire a new Dependent per the Change in Family Status provision below, as an Insured Person, You may request enrollment for Your Dependent within the [30-90] day period following the date of the event. The date range is typically 31 days, but may be changed up to 90 days by underwriting or policyholder request.
7. **When Coverage Begins and Ends (6-C), When do You Enroll an Eligible Dependent?, *Second Paragraph***
Options available to accommodate alternate enrollment processes that the Policyholder has in place.
8. **When Coverage Begins and Ends (6-C), When do You Enroll an Eligible Dependent?, *Change in Family Status***
Text is included if the *Change in Family Status* is allowed by the plan. The standard is to include this text.
- After the Policy Effective Date, if You acquire a new Dependent per the Change in Family Status provision below, as an Insured Person, You may request enrollment for Your Dependent within the [30-90] day period following the date of the event. The date range is typically 31 days, but may be changed up to 90 days by underwriting or policyholder request.
9. **When Coverage Begins and Ends (7-AS), *Notice Required When Your Coverage Terminates***
The following applies to notification for coverage termination. This may be deleted if notification is not required per the plan..
- [Notice Required When Your Coverage Terminates:]* The standard time period [30-90] days is 31 days. For the statement "We will refund the Premium for the period for which Premiums were paid in error up [1,2,3] Policy month(s)" the standard time period is 3 months. [or to the last Policy Anniversary, whichever is less] is included as standard language.
10. **When Coverage Begins and Ends (7-E), *Notice Required When Your Coverage Terminates***
The following applies to notification for coverage termination. This may be deleted if notification is not required per the plan..
- [Notice Required When Your Coverage Terminates:]* The standard time period [30-90] days is 31 days. For the statement "We will refund the Premium for the period for which Premiums were paid in error up [1,2,3] Policy month(s)" the standard time period is 3 months. [or to the last Policy Anniversary, whichever is less] is included as standard language.
11. **When Coverage Begins and Ends (7-E), [May Coverage be reinstated if I return to [Active Work][eligible status]?**
[After release from active duty:] The standard is to include this language.
[After loss of eligibility:] This language is deleted as standard, but may be included by underwriting or policyholder request. If included the standard is to include all bracketed language with a time period of 90 days as standard: [within the same Plan Year][but no more than][[within][30 days – 1 year][of the date Your Coverage terminated];
[After termination of employment:] The standard is to include this language. The standard is to include all bracketed language and the standard time period is 90 days but may be changed by underwriting or policyholder request.
- 12. Claim Provisions**
- a. *How to submit a Claim:* Standard wording for this section will be - Written notice of Claim must be given to Us within 365 days after the date of service or as soon as is reasonably possible. You may request a claim form from Us. Upon receipt by Us of such request, We will send Claim forms within 15 days to the Claimant or You with instructions as to how they should be complete it and where it should be sent. Claim reimbursement submissions should include an itemized receipt.
- Alternate contact wording will be used if appropriate for policyholder.
- b. *When will a Claim be paid?:* Standard wording will be - After receiving written Proof of Loss and Premium payment, We will pay all Benefits then due for Claims directly to You or Your Provider. We will pay all Claims or any portion of any Claims within 30 days, or as required by Your state, after receipt of the Claim. If a Claim or a portion of a Claim is denied by Us, You shall be notified in writing that the Claim is denied, within 30 days after receipt of the Claim by us. The notice that a Claim is denied shall identify the denied portion of the Claim and the reasons for denying the

Claim. Upon receipt of the additional information requested from You, all requests for review will be made within 180 calendar days following denial of the claim.

BY-LAWS
OF
MED-SENSE GUARANTEED ASSOCIATION

January 13, 2011

BY-LAWS
OF
“MED-SENSE GUARANTEED ASSOCIATION“

ARTICLE I
PURPOSES

The general purposes of the Med-Sense Guaranteed Association (“Association”) shall be “Educational” as stated in its Articles of Incorporation and to otherwise engage in (i) distribution of various benefits, services, discounts and privileges for members of the Association by using, among other things, the collective buying power of all members, and (ii) all other permitted purposes under the general Not-For-Profit Law of the State of Missouri.

ARTICLE II
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4 Resignation Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association

Section 5 Reinstatement Upon written reapplication a former member may be reinstated to membership in the Association

Section 6 Transfer of Membership Membership in the Association is not transferable or assignable

ARTICLE IV MEETINGS OF MEMBERS

Section 1 Annual Meeting An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting The date of the annual meeting shall be determined by the Board of Directors

Section 2 Special Meeting Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3 Place of Meeting The Board of Directors may designate any place, within or without the State of Illinois as the place of meeting for any annual meeting The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting If no designation is made, the place of meeting shall be the registered office of the Association

Section 4 Notice of Meetings Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it

appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5 Quorum There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6 Manner of Acting The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7 Informal Action by Members Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8 Parliamentary Procedures Parliamentary Procedure for all meetings of members, directors and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9 Voting At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10 Matters Reserved to Membership Vote The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation,
2. The election of the Board of Directors, and

3 Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members

ARTICLE V BOARD OF DIRECTORS

Section 1 General Powers The affairs of the Association shall be managed by its Board of Directors

Section 2 Number, Tenure and Qualifications The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3 Regular Meetings A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4 Special Meetings Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5 Notice Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered either personally, by mail or through the internet, to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6 Quorum A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7 Manner of Acting The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8 Vacancies Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9 Compensation Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10 Telephonic Participation in Meeting The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11 Action by Written Consent Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be.

The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1 Officers The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2 Election and Term of Office The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3 Removal Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4 Vacancies A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5 President The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6 Vice President In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President.

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7 Treasurer The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8 Secretary The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws, keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII COMMITTEES

Section 1 Committees of Directors The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association, but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2 Other Committees Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the

Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3 Vacancies Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4 Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5 Rules Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1 Contracts The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2 Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3 Deposits All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4 Gifts The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5 Loans The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1 Certificates of Membership The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2 Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI
DUES AND INITIATION FEE

Section 1 Annual Dues The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class

Section 2 Payment of Dues Dues shall be payable in advance

Section 3 Default and Termination of Membership When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues

Section 4 Initiation Fee Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members

ARTICLE XII
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year

ARTICLE XIII
SEAL

The Board of Directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of

Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI
INDEMNIFICATION

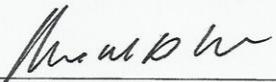
The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

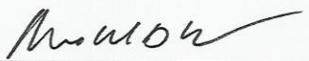
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first written above.

Med-Sense Guaranteed Association (IL)



Mike Hershberger/President

Med-Sense Guaranteed Association (MO)



Mike Hershberger/President

3

RECEIVED

DEC 19 1991

MEMORANDUM

**ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION**

To: Arizona Corporation Commission
From: William L. Lachapelle
Re: Name Reservation
"National Small Business Association"
Date: December 17, 1991

Reservation for the name "National Small Business Association" was made by me.

I now wish to release the name for use in changing the "Precious Metals Consumer Association" to "National Small Business Association."

Signed:

William L. Lachapelle

RECEIVED

DEC 19 1991

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

PRECIOUS METALS CONSUMERS ASSOCIATION, INC.

Pursuant to the provisions of Section 10-061, Arizona Revised Statutes, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is:

National Small Business Association, Inc.

SECOND: The document attached hereto as Exhibit "A" sets forth the amendments to the Articles of Incorporation which were adopted by the Shareholders of the Corporation at their meeting on November 5th, 1991, in the manner prescribed by law.

THIRD: The number of shares of stock outstanding at the time of such adoption was one thousand two hundred (1200) shares; and the number of shares entitled to vote was one thousand two hundred (1200) shares.

FOURTH: The designation and number of shares of each class or series entitled to vote thereon, as a class or series, was as follows:

CLASS OR SERIES	NUMBER OF SHARES
Common	1,200

FIFTH: The number of shares of each class or series entitled to vote thereon as a class or series, voted for or against such amendments, respectively, was:

CLASS OR SERIES	NUMBER FOR	NUMBER AGAINST
Common	1,200	0

Dated: November 12, 1991.

PRECIOUS METALS CONSUMERS ASSOCIATION, INC.

BY: *[Signature]*
(President)

Attest: *Margaret L. McKenna*
(Secretary)

RECEIVED

DEC 19 1991

EXHIBIT A

AMENDMENT TO THE ARTICLES OF INCORPORATION OF :

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

PRECIOUS METALS CONSUMERS ASSOCIATION, INC.

1. Article I is amended to read as follows;

NAME: The name of the Corporation shall be the National Small Business Association, Inc., hereinafter referred to as the Corporation.

2. Article III is amended to read as follows:

CORPORATE BUSINESS: The Corporation intends to develop membership in the organization from Small Businesses, i.e., Corporations, Partnerships, and Sole Proprietorships, with from one (1) to five hundred (500) employees and located in the United States of America or it's protectorates; to provide such members and their employees with tangible and intangible benefits and products at a cost savings and acquisition convenience to them; and to design, develop, publish, and distribute a periodical dedicated to informing such members concerning the services, products, and benefits of interest to them and their employees in the conduct of their business.

3. Article V is amended to read as follows:

PRINCIPAL OFFICE: The location of the principal office and post office address of this Corporation shall be 8506 North Timberlane Drive, Scottsdale, AZ 85258.

4. Article VIII is amended to read as follows:

BOARD OF DIRECTORS: The management of this Corporation shall be vested in a Board of Directors which shall consist of not less than three (3) Directors nor more than nine (9) Directors. The terms of Office, manner of election, time and place of meetings, and powers and duties of the Directors, shall be as prescribed in the By-Laws of this Corporation. The persons who are to serve as Directors until the regularly scheduled annual meeting of the shareholders in 1992 and/or until their successors are duly elected and qualified are:

WILLIAM L. LACHAPELLE
5806 North Timberlane Drive
Scottsdale, AZ 85258

PAT LACHAPELLE
5806 North Timberlane Drive
Scottsdale, AZ 85258

HUGH F. MCKENNA
4253 East Hano Street
Phoenix, AZ 85044

NATIONAL SMALL BUSINESS ASSOCIATION, INC.
(NSBA, INC.)

B Y - L A W S

ARTICLE 1
NAME AND LOCATION

The name of this Corporation is The National Small Business Association, Inc. The principal office is located at 8506 North Timberlane Drive, Scottsdale, AZ 85258. The Post Office address of the Corporation is P. O. Box 4733, Scottsdale, AZ, 85076. The Corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or approve, or as the business of the Corporation may require.

ARTICLE 11
MEETING OF STOCKHOLDERS

Section 1. Annual Meeting. The Annual Meeting of the Stockholders shall be held on the second Friday of February each year, at the hour of 10.00 AM, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday, such meeting shall be held on the succeeding business day. In the event the Annual Meeting is omitted by oversight or otherwise for the date designated herein, the Directors shall cause a meeting to be held as soon thereafter as conveniently may be, and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the Annual Meeting. Such subsequent meeting shall be called in the same manner as provided for the Annual Meeting.

Section 2. Special Meetings. Except as otherwise provided by law, special meetings of the Stockholders, for any purpose or purposes, shall be held whenever called by the President, or by a majority of the Board of Directors, or whenever one or more Stockholders who are entitled to vote and who hold at least twenty-five percent (25%) of the capital stock issued and outstanding, shall make written application therefore to the Secretary stating the time, place, and purpose of such meeting.

Section 3. Place of Meeting. Meetings of the Stockholders shall be held either at the principal office of the Corporation or at a place designated by a majority of the Board of Directors in the notice of such meeting.

Section 4. Notice of Meeting. Notice of all Stockholders' meetings stating the time and place thereof, and the objectives for which such meetings are called, shall be given by the President or Secretary, or by any one or more Stockholders entitled to call a special meeting of the Stockholders, by mail,

not less than twenty (20) days prior to the date of the meeting, to each Stockholder of record at his address as it appears on the Stock Books of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notice intended for him be mailed to some other address designated in such request. The person giving such notice shall make an affidavit in relation thereto.

Any meeting for which all Stockholders shall at any time waive or have waived notice in writing shall be a legal meeting for the transaction of business, notwithstanding that notice had not been given as hereinbefore provided.

Section 5. Waiver of Notice. Whenever any notice is required to be given by these By-Laws, or the Articles of Incorporation of this Corporation, or any of the Corporation Laws of the State of Arizona, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 6. Quorum of Stockholders. Except as provided herein and as otherwise provided by Law, at any meeting of the Stockholders, a majority in interest of all the Capital Stock issued and outstanding represented by Stockholders of record in person or by proxy, shall constitute a quorum; but a lesser interest may adjourn any meeting, and a meeting may be held as adjourned without further notice; provided, however, that Directors shall not be elected at meetings so adjourned. When a quorum is present at any meeting, a majority in interest of the stock represented thereat shall decide any questions brought before such meeting, unless the question is one upon which by express provision of Law or of the Articles of Incorporation or of these By-Laws, a larger or different vote is required, in which case such express provision shall govern and control the decision on such question.

Section 7. Proxy and Voting. Stockholders of record may vote at any meeting either in person or by proxy in writing, which shall be filed with the Secretary of the meeting before being voted. Such proxies shall entitle the holders thereof to vote in any adjournment of such meeting, but shall not be valid after the expiration of eleven (11) months from the date of the execution unless the Stockholder executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. Each Stockholder, except as hereafter provided, shall be entitled to one vote for each share of stock held by him/her. At all elections of Directors of the Corporation, each Stockholder shall be entitled to as many votes as shall equal the number of his/her shares of stock, multiplied by the number of Directors to be elected, and he/she may cast all of such votes for a single Director or he may distribute them among the number to be voted for, or any two or more of them as he may see fit.

ARTICLE 111
BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

Section 1. Board of Directors. A Board of Directors shall be chosen by ballot at the Annual Meeting of the Stockholders or at any meeting held in place thereof as provided by Law. The number of Directors of this Corporation shall be not less than three (3) nor more than nine (9).

Each Director shall serve until the next Annual Meeting of the Stockholders and until his successor is duly elected and qualified. Directors shall be Stockholders of the Corporation.

Section 2. Powers of Directors. The Board of Directors shall have the entire management of the business of the Corporation. In the management and control of property, business and affairs of the Corporation, the Board of Directors is hereby vested with all the powers possessed by the Corporation itself, so far as this delegation of authority is not inconsistent with Laws of the State of Arizona, with the Articles of Incorporation of this Corporation, or with these By-Laws. The Board of Directors shall have power to determine what constitutes net earnings, profits, and surplus, respectively, what amount shall be reserved for working capital and for any other purpose, and what amount shall be declared as dividends, and such resolution by the Board of Directors shall be final and conclusive.

Section 3. Meetings of Directors. Regular meetings of the Board of Directors shall be held at such places, and at such times as the Board by vote may determine, and if so determined, no notice thereof need be given. Special Meetings of the Board of Directors may be held at any time or place whenever called by the President, the Secretary, or two Directors, notice thereof being given to each Director by the Secretary or an officer calling the meeting, or at any time without formal notice provided all the Directors are present or those not present shall waive or have waived notice thereof. Notice of special meetings, stating the time and place thereof, shall be given by mailing the same to each Director at his residence or business address at least two days before the meeting, or by delivering the same to him personally or telegraphing the same to him at his residence or business address not later than the day before the day on which the meeting is to be held, unless in case of emergency, the Chairman of the Board of Directors or the President shall prescribe a shorter notice be given personally or by telegraphing each Director at his residence or business address. Such special meeting shall be held at such time and place as the notice thereof or waiver shall specify. The Officers of the Corporation shall be elected by the Board of Directors after such Board is elected by the Stockholders, and a meeting may be held without notice for this purpose immediately after the Annual Meeting of the Stockholders and at the same place.

Section 4. Quorum of Directors. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and may adjourn any meeting, and the meeting so adjourned may be held as adjourned without further notice. When a quorum is present at any meeting, a majority of the members present thereat shall decide any question brought before such meeting, except as otherwise provided by Law or these By-Laws.

ARTICLE IV OFFICERS AND THEIR DUTIES

Section 1. Officers. The Officers of this Corporation shall be elected to such offices as are established and as are determined to be filled by the Board of Directors, and shall include a President, a Secretary, and a Treasurer, and may include a Chairman of the Board, an Executive Vice-President, Vice-Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers. The Chairman of the Board of Directors, if such office is approved and filled, or the President in the event a Chairman of the Board is not elected, when present, shall preside at all meetings of the Board of Directors, shall be the Chief Executive Officer of the Corporation, and shall have such other powers and duties as the Board shall prescribe.

Section 2. Eligibility of Officers. The Chairman of the Board of Directors, if elected, and the President, the Executive Vice-President, if elected, the Secretary, and the Treasurer, must be Stockholders and shall be Directors of the Corporation. The Vice-Presidents, Assistant Secretaries, and Assistant Treasurers, and such other officers as may be elected or appointed need not be Directors of the Corporation. Any person may hold more than one office provided the duties thereof can be consistently performed by the same person, provided, however, that no one person shall, at the same time, hold the office of Chairman of the Board or President and Treasurer.

Section 3. Additional Officers and Agents. The Board of Directors, at its discretion, may appoint one or more Vice-Presidents, Assistant Vice-Presidents, Assistant Secretaries, or Assistant Treasurers, and such other officers or agents as it may deem advisable, and prescribe the duties for such appointments.

Section 4. President. The President shall perform the duties and hold the positions of the Chairman of the Board of Directors when such office is vacant and until it is filled by election, and, when present, preside at all meetings of the Stockholders. The President shall sign all certificates of stock, bonds, deeds, mortgages, extension agreements, modification of mortgage agreements, leases, and contracts of the Corporation. Such Officer shall perform all the duties commonly incident to this office and shall perform such other duties as the Board of Directors shall designate.

Section 5. Executive Vice-President. In the event the Board of Directors elects to establish the office of Executive Vice-President and a person is elected to fill such office, such officer shall perform the duties and have the powers of the President during the absence or disability of the President, and shall have the power to sign all certificates of stock, bonds, deeds, and contracts of the Corporation. Such Officer shall perform such other duties and have such other powers as the Board of Directors shall designate.

Section 6. Secretary. The Secretary shall keep accurate minutes of all meetings of the Stockholders and the Board of Directors, and shall perform all the duties commonly incident to this office. Such Officer shall perform other such duties and have such other powers as the Board of Directors shall designate. The Secretary shall have the power, together with another designated officer to sign certificates of stock of the Corporation. The Secretary, any Assistant Secretary, and any Secretary pro-tempore, shall be sworn to the faithful discharge of their duties.

Section 7. Treasurer. The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, valuable papers, and documents of the Corporation (other than his own bond, if any, which shall be in the custody of the Chairman of the Board of Directors), and shall have and exercise, under the supervision of the Board of Directors, all the powers and duties commonly incident to this office, and as shall be required by the Board of directors. Such Officer shall deposit all funds of the Corporation in such bank or banks, trust company or trust companies, or with such firm or firms, doing a banking business, as the Directors shall designate. The Treasurer may endorse for deposit or collection all checks and notes payable to the Corporation, and together with another officer designated by the Board of Directors, may sign certificates of stock. Such Officer shall keep accurate books of account of the Corporation's transactions which shall be the property of the Corporation, and, together with all its property in his or her possession, shall be subject at all times to the inspection and control of the Board of Directors.

All checks, drafts, notes, or other obligations for the payment of money shall be signed by such officer or officers or agent or agents as the Board of Directors shall be general or special resolution, direct. The Board of Directors may also in its discretion require, by general or special resolution, that checks, drafts, notes, and other obligations for the payment of money shall be countersigned or registered as a condition to their validity by such officer or officers or agent or agents as shall be directed in such resolution.

Section 8. Resignations and Removals. Any Director or Officer of the Corporation may resign at any time by giving written notice to the Corporation, to the Board of Directors, or

to the President of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Directors.

The Stockholders, at any meeting called for the purpose of removing an Officer or Director, by vote of a majority of the stock issued and outstanding, may remove from office any Director or other Officer elected or appointed by the Stockholders or the Board of Directors. The Board of Directors, by vote of not less than a majority of the entire Board, may remove from office any officer or agent elected or appointed by it.

Section 9. Vacancies. If the office of any Director of Officer or agent becomes vacant by reason of death, resignation, removal, disqualification, or otherwise, the Directors may by vote of a majority of a quorum choose a successor or successors who shall hold office for the unexpired term. If there be less than a quorum of the Directors but at least two Directors at the time in office, the Directors, may by a majority vote choose a successor or successors who shall hold office for the unexpired term. Vacancies on the Board of Directors may be filled for the unexpired term by the Stockholders at a meeting called for that purpose, unless such vacancy has been filled by the Directors. Vacancies resulting from an increase in the number of Directors may be filled in the same manner.

ARTICLE V CERTIFICATES OF STOCK

Section 1. Certificates of Stock. Every Stockholder shall be entitled to a certificate or certificates of the capital stock of the Corporation in such form as may be prescribed by the Board of Directors, duly numbered and sealed with the Corporate Seal of the Corporation, and setting forth the number and kinds of shares. Such certificates shall be signed by the President or the Executive Vice-President, and by the Treasurer, an Assistant Treasurer, the Secretary, or an Assistant Secretary.

Section 2. Transfer of Stock. Shares of stock may be transferred by delivery of the certificate accompanied either by an assignment in writing on the back of the certificate or by a written power of attorney to sell, assign, and transfer the same on the books of the Corporation, signed by the person as appearing by the certificate to be the the owner of the shares represented thereby, together with all necessary Federal and State transfer tax stamps affixed, and shall be transferable on the books of the Corporation upon surrender thereof as assigned or endorsed. The person registered on the books of the Corporation as the owner of any shares of stock shall be entitled to all the rights of ownership with respect to such shares. It shall be the duty of every stockholder to notify the Corporation of his or her post office address.

Section 3. Transfer Books. The transfer books of the stock of the Corporation may be closed for such period, not exceeding fifty (50) days, in anticipation of stockholders' meetings as the Board of Directors may determine. In lieu of closing the transfer books, the Board of Directors may fix a day not more than fifty (50) days prior to the day of holding any meeting of Stockholders as the day which Stockholders entitled to notice of and to vote at such meeting shall be determined; and only Stockholders of record on such day shall be entitled to notice of or to vote at such meeting.

Section 4. Loss of Certificate. In the case of the loss, mutilation, or destruction, of a certificate or stock, a duplicate certificate may be issued upon such terms as the Board of Directors shall prescribe.

ARTICLE VI
FISCAL YEAR

The Fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December of each year.

ARTICLE VII
SEAL

The Official Seal of this Corporation shall consist of a flat faced circular die with the following words and figures cut or engraved thereon:

National Small Business Association, Inc., 1985, State of
Arizona, Corporate Seal.

ARTICLE VIII
AMENDMENTS

The By-Laws of the Corporation, regardless of whether made by the Stockholders or by the Board of Directors, may be amended, added to, or repealed by vote of the holders of not less than sixty (60%) percent of the issued and outstanding capital stock of this Corporation, at any meeting of the Stockholders, provided notice of the proposed change is given in the notice of the meeting, or notice thereof is waived in writing.

IN WITNESS WHEREOF, THE STOCKHOLDERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES SIGNIFYING APPROVAL AND ACCEPTANCE OF THE BY-LAWS OF THE CORPORATION, THIS FIFTH (5TH) DAY OF NOVEMBER, 1991..

HUGH F. MCKENNA

MARGARET K. MCKENNA