 APPENDIX C  
VISION PLAN

This Appendix C contains the terms and conditions specific to the vision insurance coverage provided under Section 4.01(C) of the Flexible Benefits Plan. Unless otherwise altered by the terms of this Appendix C, the terms and conditions of the Flexible Benefits Plan are incorporated into and made applicable to this Vision Plan.

Section C1.01 Eligibility. An Eligible Employee and his/her eligible Dependents may participate in the Vision Plan, provided that the Participant elects coverage in accordance with Section C1.03 below. In addition, the child of a Domestic Partner may be enrolled in this Vision Plan if the Domestic Partner is also enrolled in this Vision Plan.

Section C1.02 Vision Insurance Coverage. The Employer makes available vision insurance coverage through a contract between the Employer and VSP. The VSP policy is attached hereto as Attachment C-1. The provisions of the VSP policy are incorporated herein by reference, solely as a description of the benefits provided by VSP. The Employer makes no promise and shall have no obligation to provide or pay such benefits from its own assets. For example, in the event that VSP becomes insolvent, the Participant shall bear fully any and all risk of such insolvency. The rights and conditions with respect to the benefits payable under the VSP policy shall be determined from the VSP policy. Any coverage elected under this Vision Plan shall be in addition to any coverage provided under the Farm Credit Foundations Medical Plan.

Section C1.03 Election to Participate. Participants may elect to reduce their Compensation in the amount of the applicable premium. If a Participant does not elect to receive vision insurance coverage under this Flexible Benefits Plan, the Employer will not provide him/her such coverage.

Section C1.04 USERRA Continuation Rights. A Participant who is absent from employment as a result of military service shall have the right to elect continuation coverage for a period of up to twenty-four (24) months. The Participant's right to continue coverage is subject to the following:

(A) Payment of Premium. The Participant must pay the applicable premium for any USERRA continuation coverage.

(B) Failure to Apply for Reemployment. Following completion of the Participant's military service, the Participant's right to continue coverage under USERRA shall end if the Participant does not apply for reemployment within the applicable time period set forth in USERRA.

(C) Reasonable Procedures. The Plan Administrator shall have the authority to adopt such reasonable procedures as the Plan Administrator may consider necessary or advisable in order to implement the provisions of this Section.

(D) Construction and Application. This Section shall be construed and applied in a way that is consistent with the requirements of the USERRA statute.
**Section C1.05 Continuation of Coverage (other than USERRA)**

If a “qualified beneficiary” loses (or would lose) coverage under this Vision Plan as a result of a “qualifying event,” the Plan Administrator will give that qualified beneficiary the opportunity to continue coverage by returning a continuation of coverage election form and by paying the applicable premium. The qualified beneficiary’s right to continue coverage under this Vision Plan is subject to the following:

(A) **Qualified Beneficiary.** For purposes of this Section, a “qualified beneficiary” means the Participant and the Participant’s Dependent(s) (including a Spouse or Domestic Partner), but only if such persons were covered under this Vision Plan on the day before the “qualifying event.” The term “qualified beneficiary” shall also include any children who are born to or acquired by the Participant while the Participant is continuing his/her coverage.

(B) **Qualifying Event.** For purposes of this Section, a “qualifying event” means one of the following, if the qualified beneficiary would otherwise lose his/her eligibility for coverage under this Vision Plan as a result of such an event:

1. Termination of the Participant’s employment (other than for “gross misconduct”) or a reduction in the number of hours the Participant normally works.
2. Death of the Participant.
3. Divorce or legal separation of the Participant and the Participant’s covered Dependent Spouse.
4. The Participant’s entitlement to Medicare.
5. A covered Dependent no longer satisfying the conditions for being covered as a Dependent of the Participant, subject to the exception described below:

   (a) Notwithstanding the “qualifying event” provision set forth in Subsection (5) or any contrary language in the Vision Plan’s underlying policy of insurance, a covered Dependent who loses his/her status as a full-time student (and, therefore, no longer satisfies the definition of a “Dependent”) shall remain covered as an active Dependent and shall not be covered pursuant to the continuation coverage provisions in the Vision Plan, provided that the reason the Dependent is no longer a full-time student is due to a “medically necessary leave of absence.”
(b) A “medically necessary leave of absence” shall not exceed one year, measured from the first day of the “medically necessary leave of absence.” After one year of such “medically necessary leave of absence,” the covered Dependent shall be offered continuation coverage in accordance with the terms of the underlying policy of insurance.

(c) A “medically necessary leave of absence” means a leave of absence from a post-secondary educational institution or any other change in enrollment of the Dependent at such institution (e.g., change from full-time to part-time student status) that (i) commences while such Dependent is suffering from a serious illness or injury, and (ii) is medically necessary, pursuant to a treating physician’s written certification.

(C) **Election to Continue Coverage.** Any election to continue coverage that would otherwise be lost as a result of a qualifying event must be made within the time frame established by the Plan Administrator and must be made in accordance with such reasonable procedures as the Plan Administrator may establish.

(D) **Premium for Continuation Coverage.** A qualified beneficiary who elects to continue coverage must pay the entire cost for such coverage. Premiums must be paid on a timely basis in accordance with such reasonable procedures as the Plan Administrator may establish.

(E) **Maximum Coverage Period.** The maximum period of time for which continuation coverage will be provided shall be as follows:

(1) **Termination of Employment or Reduction in Hours.** If coverage was lost due to a Participant’s termination of employment or reduction in hours, the maximum period of continuation coverage shall be eighteen (18) months.

(2) **Disability Extension.** If coverage was lost due to a Participant’s termination of employment or reduction in hours, and a qualified beneficiary is determined by the Social Security Administration to have been disabled at any time during the first sixty (60) days of the continuation coverage, the maximum period of continuation coverage shall be extended to twenty-nine (29) months, provided that the qualified beneficiary notifies the Plan Administrator of such disability determination while continuation coverage is still in effect and in accordance with such reasonable procedures as the Plan Administrator may establish.
(3) Second Qualifying Event. If coverage was lost due to a Participant’s termination of employment or reduction in hours, and a qualified beneficiary experiences a second qualifying event while coverage is being continued following the original qualifying event, the maximum period of continuation coverage shall be thirty-six (36) months.

(4) Any Other Qualifying Event. The maximum period of continuation coverage for a Dependent – not the Participant – shall be thirty-six (36) months if the Dependent’s coverage was lost as a result of any of the following:

(a) The Participant’s death; or

(b) The Participant’s divorce or legal separation from his/her covered Dependent Spouse; or

(c) The Participant’s entitlement to Medicare; or

(d) A covered Dependent no longer satisfying the conditions for being covered as a Dependent of the Participant.

(F) Termination of Continuation Coverage. Continuation coverage may be terminated prior to the expiration of the maximum coverage period if a qualified beneficiary becomes covered under another group health plan, if a required premium is not paid within the applicable deadline (including any applicable grace period), or if the Employer terminates this Vision Plan and no longer offers coverage under a group health plan to any of its Employees.

(G) Coverage Provided During Continuation Period. The coverage provided during the continuation period shall be identical to the coverage provided to similarly situated persons covered under the Vision Plan with respect to whom a qualifying event has not occurred. If coverage under the Vision Plan is modified for any group of similarly situated persons, the coverage shall also be modified in the same manner for any qualified beneficiary who has elected to continue his/her coverage.

(H) Calculation of Continuation Coverage Deadlines. The maximum coverage period shall begin as of the date on which the qualified beneficiary would otherwise lose coverage as a result of the original qualifying event (as opposed to beginning on the date of the qualifying event itself). The deadline for the Employer to notify the Plan Administrator of a qualifying event (if applicable) and the deadline for a qualified beneficiary to notify the Vision Plan of a qualifying event (if applicable) shall also be measured from the date that coverage is lost.
ATTACHMENT C-1

VISION PLAN

VSP

Group Policy Number 12301177

Please place a copy of the underlying insurance policy behind this page.
VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670
CLIENT VISION CARE POLICY

Client Name: FARM CREDIT FOUNDATIONS PLAN SPONSOR COMMITTEE
Policy Number: 12301177
State of Delivery: MINNESOTA
Effective Date: JANUARY 1, 2017
Policy Period: FORTY-EIGHT (48) MONTHS

In consideration of the statements and agreements contained in the Client Application, if applicable, and in consideration of payment by the Client of the premiums as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to insure certain individuals under this Client Vision Care Policy ("Policy") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Policy.

Kate Renwick-Espinosa, Secretary

James Michael McGrann, President
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I.

TERM, RENEWAL AND TERMINATION

1.01. Term: This Policy shall commence on the Effective Date noted on the front page of this Policy, and shall remain in effect for the Policy Period, also noted on the front page of this Policy.

1.02. Renewal:
   (a) VSP shall issue written renewal notice to Client at least sixty (60) days before the end of the Policy Period. If Client fails to accept the renewal terms and/or rates in writing prior to the end of the Policy Period, this Policy shall terminate at 11:59 p.m. on the last day of the Policy Period.
   (b) If Client wishes to renew the Policy but acceptance of the renewal cannot be formalized before the end of the Policy Period, or if the parties continue to negotiate renewal terms after the Policy Period, Client may submit a written request to have the Policy renew on a temporary month- to- month basis under the expired contract terms, not to exceed six months, until Client’s acceptance of the renewal is formalized in writing and a new Policy is issued. Once renewal is accepted, VSP reserves the right to bill Client retroactively at the renewal premium for the temporary month-to-month renewal period. During the temporary month to month period, either party may terminate the Policy by providing thirty (30) days advance written notice to other party.

1.03. Termination:
   (a) If this policy is canceled, VSP will make a good faith effort to notify all covered persons of the cancellation at least 30 days before the effective cancellation date. This provision does not apply if the policy is replaced, or if VSP has reasonable evidence to indicate that it will be replaced, by a substantially similar policy.
II.

OBLIGATIONS OF VSP

2.01. **Coverage of Covered Person**: VSP will enroll for coverage, as directed by Client, each eligible Enrollee and his/her Eligible Dependents (if dependent coverage is provided), all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Client to complete, sign and forward to VSP a Client Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums.

Following the enrollment of the Covered Persons, VSP will provide Client with an Evidence of Coverage for distribution to Covered Persons by Client. Such Evidence of Coverage and Member Benefit Summaries will summarize the terms and conditions set forth in this Policy.

2.02. **Administration of Plan Benefits**: Through VSP Preferred Providers (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from, an Open Access Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits (Exhibit A(s)) and when purchased by Client, the Additional Benefit Rider (Schedule C(s)) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. VSP Preferred Providers have agreed to accept payments for services with no additional billing to the Covered Person other than Copayments, applicable tax, co-insurance and any amounts for non-covered services and/or materials. Notwithstanding any other provision, no references to services shall be operative unless and to the extent that services are specifically set forth in the Schedule of Benefits, and when purchased by Client, the Additional Benefit Rider.

A Benefit Authorization must be obtained before a Covered Person can use Plan Benefits from a VSP Preferred Provider. When a Covered Person seeks Plan Benefits from a VSP Preferred Provider, the Covered Person must schedule an appointment and identify himself/herself as a VSP Covered Person so the VSP Preferred Provider can obtain a Benefit Authorization from VSP. VSP shall provide a Benefit Authorization to the VSP Preferred Provider to authorize the administration of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date and must be used by the Covered Person to obtain Plan Benefits prior to the date the Benefit Authorization expires. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Client and the Covered Person’s past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the VSP Preferred Provider that payment will be made to VSP Preferred Provider, irrespective of a later loss of eligibility of the Covered Person, as long as Plan Benefits are utilized prior to the Benefit Authorization expiration date.
VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP receives a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days by providing notice to the claimant of the reasons for the extension.

2.03. **Open Access Provider Services:** When Covered Persons elect to utilize the services of an Open Access Provider, benefit payments for services from such Open Access Provider will be determined according to the Plan’s Open Access Provider benefit fee schedule if Open Access Provider reimbursement is available. COVERED PERSONS MAY BE LIABLE FOR MORE THAN THE COPAYMENT. The Open Access Provider may bill Covered Persons for that Provider’s standard rates, regardless of the amount of VSP’s Plan Benefits. If Covered Person is eligible for and obtains Plan Benefits from an Open Access Provider, Covered Person remains liable for the provider’s full fee. Covered Person will be reimbursed by VSP in accordance with the Open Access Provider reimbursement schedule shown on the attached Schedule of Benefits (Exhibit A(s)) and Additional Benefit Rider (Schedule C(s)) (if purchased by Client), less any applicable Copayments.

2.04. **Information to Covered Persons:** Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and instructions for use. A copy of this Policy shall be provided to Client and will be made available at the offices of VSP for any Covered Persons. Covered Persons may obtain information on VSP’s Preferred Providers through VSP’s website at www.vsp.com, VSP’s Customer Care toll-free number (1-800-877-7195), or by written request. If Client supplies email addresses of Covered Persons to VSP, VSP may use the email addresses to communicate information to Covered Persons about their vision benefits.

2.05. **Preservation of Confidentiality:** VSP shall hold in strict confidence all Confidential Matters and exercise its best efforts to prevent any of its employees, VSP Preferred Providers, or agents, from disclosing any Confidential Matter, except to the extent that such disclosure is permitted or required under 45 CFR Part 160, 162 and 164 (“HIPAA Privacy Rule”) and in accordance with applicable law.

2.06. **Urgent Vision Care:** When vision care is necessary for Urgent Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Preferred Provider or Open Access Provider, if Open Access benefits are available. Services for conditions of a medical nature are covered by VSP only under supplemental eyecare plans. If Client purchased one of these plans, such coverage will be evidenced in an Additional Benefit Rider (Schedule C). If Client has not purchased
one of these plans, Covered Persons are not covered by VSP for such services and should contact a physician under Covered Persons’ medical insurance plan for care.

For situations of a non-medical nature, such as lost, broken or stolen glasses, Covered Person should call VSP’s Customer Care toll-free number (1-800-877-7195) for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

2.07. **Coordination of Benefits:** Unless otherwise agreed to by Client and VSP, the following rules governing coordination of benefits shall apply. When VSP is the primary insurer, it will pay benefits according to the terms of this Policy, subject to any applicable state or federal codes, statutes or regulations. When VSP is the secondary insurer, it will coordinate those vision care services and materials that were considered by the primary insurer as allowable expenses. VSP will pay the lesser of:

a) The normal Plan Benefit, in the absence of other coverage, or

b) The remaining balance up to Covered Person’s Plan Benefits, not to exceed the billed amount.
III.

OBLIGATIONS OF CLIENT

3.01. Identification of Eligible Enrollees: An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified by the Client, and in accordance with applicable state and federal law. Client shall provide VSP with required eligibility information, in a mutually agreed upon timeframe, format and medium, to identify all Enrollees who are eligible for coverage under this Policy.

3.02. Adding Additional Dependents: From time to time, new dependents of enrollees may be added to be covered by this Policy. Newborn infants will be eligible immediately from the moment of birth. For purposes of this paragraph, "newborn infants" includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth. Adoptive children will be eligible from the date of placement for adoption. Notification to VSP is not a condition for new dependent coverage; however VSP shall be entitled to all premiums that would have been collected had the health carrier been aware of the additional dependent. VSP may reduce the health benefits owed to the insured, certificate holder, member, or subscriber by the amount of past due premiums applicable to the additional dependent.

3.03. Retroactive Eligibility Terminations: Retroactive eligibility changes are limited to covered persons when the client does not notify VSP in advance of the employee's voluntary or involuntary termination from employment, provided that the retroactive termination of coverage is effective no earlier than the end of the day of termination from employment. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination.

3.04. Change of Client Composition: Client’s percentage of Enrollees covered under the Policy as well as Client's contribution and eligibility requirements are factors used to determine rates and are considered material to VSP's obligations under this Policy. During the term of this Policy and in accordance with section 1.03, Client must provide VSP with written notification of any changes that will significantly impact utilization of the benefits and such changes must be agreed upon by VSP. Nothing in this section shall limit Client's ability to add Enrollees or Eligible Dependents under the terms of this Policy. For purposes of this paragraph, Client may not reduce membership by more than fifty percent (50%) over a twenty-four (24) month period without VSP's written consent.

3.05. Payment of Premiums: Upon receipt of VSP's billing statement, Client shall remit to VSP the premiums as set forth in Exhibit B. The premiums set forth in Exhibit B shall remain in effect for the term of this Policy unless the
Client requests a change in the Schedule of Benefits and/or Additional Benefits Rider (if purchased by Client), or there is a material change in Policy terms or conditions, provided any such change is mutually agreed upon in writing by VSP. Client premium payments are due upon receipt of VSP’s billing statement and shall become delinquent after thirty-one (31) days. If the premium payment remains unpaid the coverage may be cancelled and the Client will be responsible for payment for all Plan Benefits provided to Covered Persons. Client shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.

3.06. **Distribution of Required Materials:** Client shall provide to Enrollees any materials required by any regulatory authority, within the timeframe required under applicable law.

3.07. **Communication Materials:** Communication materials created by Client which relate to this Vision Care Policy may be submitted to VSP for review and approval. VSP’s review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Client’s materials meet any applicable legal or regulatory requirements including, but not limited to, ERISA requirements. In the event of any dispute between the communication materials and this Policy, the provisions of this Policy shall prevail.

3.08. **Converting to an Administrative Services Program** In the event Client wishes to convert its method of funding from a fully insured Risk Program to a self insured Administrative Services Program, Client shall establish an appropriate level of reserves as determined by VSP, prior to conversion. Upon conversion to an Administrative Services Program, all claims for vision care begun on and after the effective date of conversion will be paid through the Administrative Services Program.
IV. OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY

4.01. General: This Policy provides coverage for Client’s Enrollees. If Client offers dependent coverage, this Policy will also cover Enrollees’ Eligible Dependents. This Policy may be amended or terminated by agreement between VSP and Client without the consent or concurrence of Covered Persons. This Policy with any and all Exhibits and/or attachments constitutes the entire obligation of VSP to Covered Persons.

4.02. Copayments for Services Received: Any Copayments required under this Policy shall be the personal responsibility of the Covered Person receiving Plan Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed Plan allowances, annual maximum benefits or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

4.03. Obtaining Services from VSP Preferred Providers: To utilize Plan Benefits, Covered Persons must select a VSP Preferred Provider, schedule an appointment and inform the doctor’s office that they are Covered Persons of VSP. The VSP Preferred Provider will contact VSP to obtain a Benefit Authorization. If a Covered Person receives Plan Benefits from a VSP Preferred Provider without a Benefit Authorization, any services or materials received from the doctor will be treated as benefits from an Open Access Provider.

4.04. Open Access Provider Benefits: If required by state law, or if purchased by Client, this Policy provides Plan Benefits for services and materials received from Open Access Providers. Covered Persons or Open Access Providers may submit requests for reimbursement to VSP. VSP will pay available Plan Benefits to Covered Persons, or directly to Open Access Providers when claims include a valid Assignment of Benefits. VSP may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided.
4.05. **Complaints and Grievances:** Complaints and grievances may be submitted by Covered Persons to VSP in writing, by telephone, online or through Covered Persons’ VSP Preferred Providers, as explained in the Evidence of Coverage for this Policy. VSP will resolve all complaints and grievances within thirty (30) calendar days following receipt unless special circumstances require an extension of time. Where such extension is required, VSP will resolve all complaints and grievances as soon as possible, but not later than one hundred twenty (120) calendar days after receipt. If VSP determines that a complaint or grievance cannot be resolved within thirty (30) calendar days, it will notify Covered Person of the expected resolution date. VSP will notify Covered Person in writing of the final resolution of all complaints and grievances.

4.06. **Claim Denial Appeals:** If a claim is denied in whole or in part, under the terms of this Policy, a request may be submitted to VSP by Covered Person or Covered Person’s authorized representative for a full review of the denial. Covered Person may designate any person, including their provider, as their authorized representative. References in this section to “Covered Person” include Covered Person’s authorized representative, where applicable.

a) **Initial Appeal:** All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. The Covered Person may review, during normal business hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP’s review. VSP’s response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

b) **Second Level Appeal:** 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 VSP within sixty (60) calendar days after receipt of VSP’s response to the initial appeal. VSP shall communicate its 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. VSP’s communication to the Covered Person shall include the specific reasons for the determination.

c) **Other Remedies:** When Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation. Additional information is available from the U. S. Department of Labor or the insurance regulatory agency for Covered Persons’ state of residency. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C.1132(a) (1) (B)], Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in
those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and Covered Person disagrees with the outcome of such appeals.

4.07. **Time of Action:** No action in law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) calendar days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

4.08. **Insurance Fraud:** Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.
V. CONTINUATION OF COVERAGE

5.01. **COBRA**: If, and only to the extent, COBRA applies to the parties to this Policy, VSP shall make the required COBRA continuation coverage available to Covered Persons in accordance with the provisions of COBRA.

5.02. **Replacement Coverage**: VSP reserves the right to offer replacement VSP coverage to individuals whose previous VSP coverage has terminated or is subject to termination. Any such offer of replacement coverage shall be separate and distinct from, and not in lieu of, any COBRA-required offer of continuation coverage.

An enrollee, who is voluntarily or involuntarily terminated or laid off from employment, if the policy, remains in force for active employees of the insured, can elect to continue the coverage for the enrollee and eligible dependents. In such situations, VSP will provide the instructions necessary to enable the enrollee to elect continuation of coverage upon request.

5.03. **Termination Of Or Layoff From Employment**: An enrollee, who is voluntarily or involuntarily terminated or laid off from employment, if the policy, remains in force for active employees of the Client, can elect to continue the coverage for the enrollee and eligible dependents. In such situations, VSP will provide the instructions necessary to enable the enrollee to elect continuation of coverage upon request. Every enrollee electing to continue coverage shall pay the former employer, on a monthly basis, the cost of the continued coverage. Upon request, VSP will provide the enrollee written verification of the cost of this coverage promptly at the time of eligibility for this coverage and at any time during the continuation period. The enrollee shall be eligible to continue the coverage until the enrollee becomes covered under another group health plan, or for a period of 18 months after the termination of or lay off from employment, whichever is shorter.
5.04 Continuation Privilege:

(a) Current Spouse and Eligible Dependents: Enrollee's spouse and eligible dependents may elect to continue coverage when the Enrollee becomes enrolled for benefits under Title XVIII of the Social Security Act (Medicare.) Eligible dependents may elect to continue coverage when they cease to be eligible under the generally applicable requirement of this Policy. Coverage under this subsection (a) may be continued until the earlier of the following dates:

   i) the date coverage would otherwise terminate under this Policy;
   ii) 36 months after continuation by the spouse or eligible dependent was elected; or
   iii) The spouse or eligible dependent become covered under another group health plan.

Upon request, VSP will provide instructions necessary to enable current spouse or eligible dependent to continue coverage.

(b) Former Spouse And Eligible Dependents: This Policy permits continuation of coverage for the Enrollee's former spouse and eligible dependents upon entry of valid decree of dissolution of marriage. The coverage shall be continued until the earlier of the following dates:

   i) the date the Enrollee's former spouse becomes covered under any other group health plan;
   or
   ii) the date coverage would otherwise terminate under the policy.

Upon request, VSP will provide instructions necessary to enable the former spouse or eligible dependent to continue coverage.
VI.

**DISPUTE RESOLUTION**

6.01. **Dispute Resolution:** VSP and Client agree that all disputes arising out of or relating to this Policy shall be resolved, wherever possible, through mediation. When such negotiation is not successful, both parties agree to try in good faith to settle disputes by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. All efforts shall be made by both parties to avoid litigation or other dispute resolution procedures.

6.02. **Choice of Law:** If any matter arises in connection with this Policy which becomes the subject of arbitration or legal process, the law of the State of Delivery of this Policy shall be the applicable law.
VII.

NOTICES

7.01. **Notices:** Any notices required under this Policy to either Client or VSP shall be in written format. Notices sent to the Client will be sent to the address or email address shown on the Client’s Application unless otherwise directed by Client. Notices to VSP shall be sent to the address shown on the front page of this Policy. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.
VIII. STANDARD PROVISIONS

8.01. **Entire Agreement:** This Policy, the Client Application, the Evidence of Coverage, and all Exhibits and attachments hereto, constitute the entire agreement of the parties and supersede any prior understandings and agreements between them, either written or oral. Any change or amendment to this Policy must be mutually agreed upon by both VSP and Client. No agent has the authority to change this Policy or waive any of its provisions. All statements made by the client on behalf of the insured, shall, in the absence of fraud, be deemed representations and not warranties, and that no such statement shall be used in defense to a claim under the policy, unless it is contained in the written application. Communication materials prepared by Client for distribution to Enrollees do not constitute a part of this Policy.

8.02. **Master Policy:** VSP will issue a master policy to the client; and shall also issue to the client for delivery to the Covered Persons an individual Evidence of Coverage setting forth a statement as to the insurance protection to which the Covered Person is entitled and to whom payable, together with a statement as to when and where the master policy, or a copy thereof, may be seen for inspection by the Covered Person.

8.03. **Time Limit on Certain Defenses:** After two years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the Client in the application for such policy shall be used to void the policy or to deny a claim for loss incurred (as defined in the Policy) commencing after the expiration of such two year period.

8.04. **New Insureds:** From time to time, new employees of the Client eligible to and applying for insurance in that group or class may be added to be covered by this Policy.

8.05. **Grace Period:** Unless, not less than thirty-one (31) days prior to the premium due date VSP has delivered to the Client, or has mailed to the Client’s last address as shown by the records of VSP, written notice of its intention not to renew this Policy beyond the period for which the premium has been accepted, a grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium.

8.06. **Reinstatement:** If a renewal premium is not paid before the expiration of the period granted for the Client to make the payment, a subsequent acceptance of the premium by VSP or any agent authorized by VSP to accept the premium, without requiring in connection with the acceptance an application for reinstatement, reinstates the Policy. However, if VSP or its authorized agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated on approval of the application by VSP or, if the application is not approved on the 45th day after the date of the conditional receipt, unless VSP before that date, has notified the Client in writing of VSP’s disapproval of the application. The Client and VSP have the same rights under the reinstated Policy as they had.
under the Policy before the due date of the defaulted premium, subject to any provisions endorsed in the Policy or attached to the Policy in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not previously been paid, but not to any period more than sixty (60) days before the date of reinstatement.

8.07. **Indemnity**: VSP agrees to indemnify, defend and hold harmless Client, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Client agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Client, its officers, agents or employees to perform any of the duties or responsibilities specified herein.

8.08. **Proof of Loss**: Written proof of loss shall be furnished to VSP within 365 days after the date of the loss. VSP may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided. Failure to submit a claim within the time required does not invalidate or reduce the claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than 1 year from the time the claim is otherwise required.

A proof of loss should include the Covered Person's name, member identification number, date of birth, the date the services were rendered and/or materials provided, the amounts paid for each service or material and the doctor's name. Also, include copies of any invoices or receipts Covered Person received from the doctor for the services or materials. Mail proof of loss to VSP at the following address:

VSP
P. O. Box 997105
Sacramento, CA 95899-7105
8.09 **Notice of Claim:** Written notice of claim must be given to VSP within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the VSP at:

VSP
P. O. Box 997105
Sacramento, CA 95899-7105

Or to any authorized agent of VSP, with information sufficient to identify the insured, shall be deemed notice to the insurer.

8.10 **Claim Forms:** VSP upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

8.11 **Time of Payment of Claims:** Indemnities payable under this Policy for any loss will be paid immediately upon receipt of due written proof of loss.

8.12 **Change of Beneficiary:** The right to change of beneficiary is reserved to the covered person and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

8.13 **Physical Examinations and Autopsy:** VSP at its own expense shall have the right and opportunity to examine the person of the covered person when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

8.14 **Payment of Claims:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the covered person. Any other accrued indemnities unpaid at the covered person's death may, at the option of VSP, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the covered person.
8.15. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with VSP Preferred Providers. VSP Preferred Providers are independent contractors and are responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Client be liable to each other for the negligence, wrongful acts or omissions of any doctor, non-VSP owned laboratory, or any other person or organization performing services or supplying materials in connection with this Policy.

8.16. **Assignment:** Neither this Policy nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto, except as expressly authorized herein.

8.17. **Severability:** Should any provision of this Policy be declared invalid, the remaining provisions shall remain in full force and effect.

8.18. **Governing Law:** This Policy shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.

8.19. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

8.20. **Equal Opportunity:** VSP is an Equal Opportunity and Affirmative Action employer.
IX.

DEFINITIONS

The key terms in this Policy are defined:

9.01. ADDITIONAL BENEFIT RIDER: The document, attached as Exhibit C to this Policy (when purchased by Client), which lists selected vision care services and vision care materials which a Covered Person is entitled to receive under this Policy. Additional Benefits are only available when purchased by Client in conjunction with a Plan Benefit offered under Exhibit A.

9.02. ADMINISTRATIVE SERVICES PROGRAM: A self-insured vision care plan whereby Client pays VSP for the Plan Benefits in addition to a monthly administrative fee.

9.03 ASSIGNMENT OF BENEFITS: A written order signed by a Covered Person eighteen (18) years of age or older and included with each claim, directing VSP to pay available Plan Benefits to a named Open Access Provider.

9.04. BENEFIT AUTHORIZATION: A process used to confirm eligibility of an individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

9.05. CLIENT: An employer who contracts with VSP to provide coverage under this Policy for its Enrollees and their Eligible Dependents.

9.06. CLIENT APPLICATION: The form signed by an authorized representative of the Client to apply for Enrollee coverage under this Policy.


9.08. COMPLAINTS AND GRIEVANCES: Disagreements regarding access to care, quality of care, treatment or service.

9.09. CONFIDENTIAL MATTER: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons acquired by VSP in the course of providing Plan Benefits hereunder.

9.10. COORDINATION OF BENEFITS: A procedure which allows more than one insurance plan to consider a Covered Person’s vision care claims for payment or reimbursement.

9.11. COPAYMENTS: Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.
9.12. **Covered Person**: An Enrollee or Eligible Dependent who meets Client's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under this Policy.

9.13. **Eligible Dependent**: Any dependent of an Enrollee who meets the criteria for eligibility established by Client, if such dependent coverage is provided. (See Eligibility Section of Exhibit A and/or Exhibit C).

9.14. **Enrollee**: An employee or member of Client who meets the criteria for eligibility established by Client.

9.15. **Evidence of Coverage ("EOC")**: A summary of the provisions of this Policy, prepared by VSP and provided to Client for distribution to Enrollees by Client.

9.16. **Open Access Provider**: Any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

9.17. **Plan or Plan Benefits**: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy.

9.18. **Policy Period**: The length of time this Policy is in effect, as shown on the front page of this Policy.

9.19. **Renewal Date**: The date when this Policy shall renew or terminate if proper notice is given.

9.20. **Retention**: VSP’s administrative fee deducted from net premiums paid by Client.

9.21. **Risk Program**: A fully insured vision care plan whereby VSP will calculate a rate per Enrollee to cover the cost of claims incurred and administrative costs. Under the arrangement, VSP assumes the risk of utilization exceeding the rate per Enrollee over the full Policy Term.

9.22. **Schedule of Benefits**: The document, attached as Exhibit A to this Policy, which lists the vision care services and vision care materials which a Covered Person is entitled to receive under this Policy.
9.23. **SCHEDULE OF PREMIUMS:** The document, attached as Exhibit B to this Policy, which defines the payments a Client is obligated to pay to VSP on behalf of a Covered Person to entitle him/her to Plan Benefits.

9.24. **STATE OF DELIVERY:** The State in which this Policy is being issued, delivered or renewed.

9.25. **TERMINATION:** Cancellation of the Policy as stated in Article I.

9.26. **URGENT CONDITION:** A condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate care; or an unforeseen occurrence calling for immediate action.

9.27. **VISION CARE POLICY or POLICY:** The Policy issued by VSP to a Client, under which the Client’s Enrollees or members, and their Eligible Dependents, are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Policy. The Policy includes any and all Exhibits and/or attachments thereto.

9.28. **VSP PREFERRED PROVIDER:** An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide Plan Benefits to Covered Persons of VSP.
GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

VSP Preferred Doctors are those doctors who have agreed to participate in VSP’s Signature Network. BENEFIT PERIOD: A twelve-month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Any child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible. A child also includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth.

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN BENEFITS

VSP PREFERRED PROVIDERS

COPAYMENT

There shall be a Copayment of $20.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.
COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**
  Spectacle Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

Polycarbonate lenses are covered in full for dependent children up to the end of the month they attain age 26.
FRAMES - Covered up to the Plan allowance* once every 24 months**

The VSP Preferred Provider will prescribe and order Covered Person’s lenses, verify the accuracy of finished lenses, and assist Covered Person with frame selection and adjustment.

Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients as determined by VSP Preferred Provider.

CONTACT LENSES

ELECTIVE

Elective Contact Lenses are covered up to $180.00 once every 12 months**

The Elective Contact Lens allowance applies to both the doctor's fitting and evaluation fees, and to materials.

NECESSARY

Necessary Contact Lenses are covered in full* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

** beginning with the first day of the Benefit Period.

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Covered in full*.

- Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider’s fee, up to $1000.00*

*Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.
EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP’s Customer Care Division at (800) 877-7195.

NOT COVERED

1. Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
2. Plano lenses (lenses with refractive correction of less than ± .50 diopter), except as specifically allowed under the Suncare enhancement, if purchased by Client.
3. Two pair of glasses instead of bifocals.
4. Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
5. Orthoptics or vision training and any associated supplemental testing.
6. Medical or surgical treatment of the eyes.
7. Contact lens insurance policies or service agreements.
8. Refitting of contact lenses after the initial (90-day) fitting period.
9. Contact lens modification, polishing or cleaning.
10. Local, state and/or federal taxes, except where VSP is required by law to pay.
11. Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology
REIMBURSEMENT SCHEDULE
OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of $20.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: Up to $50.00* once every 12 months**
Comprehensive examination of visual functions and prescription of corrective eyewear.

SPECTACLE LENSES

Single Vision Up to $50.00* once every 12 months**
Bifocal Up to $75.00* once every 12 months**
Trifocal Up to $100.00* once every 12 months**
Lenticular Up to $125.00* once every 12 months**

FRAMES: Covered up to $70.00* once every 24 months**

CONTACT LENSES

Elective
Elective Contact Lenses are covered up to $105.00 once every 12 months**

The Elective Contact Lens allowance applies to both the doctor's fitting and evaluation fees, and to materials.

Necessary
Necessary Contact Lenses are covered up to $210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.
**beginning with the first day of the Benefit Period.
LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Up to $125.00*.

- Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider’s fee, up to $1000.00*

*Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

OPEN ACCESS PROVIDERS

• Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
• Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider.
• There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
• VSP is unable to require Open Access Providers to adhere to VSP's quality standards.
VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF PREMIUMS
VSP Signature Plan®

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

$ 12.18 per month for each eligible Enrollee without dependents
$ 19.12 per month for each eligible Enrollee with an eligible spouse
$ 21.04 per month for each eligible Enrollee with eligible child(ren)
$ 33.95 per month for each eligible Enrollee with eligible spouse and child(ren)

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.
EXHIBIT C

ADDITIONAL BENEFIT RIDER
INTERIM BENEFITS

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of Vision Service Plan Insurance Company ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein or in the Schedule of Benefits with which it is associated, and forms a part of the Policy and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Any child of Enrollee, including natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month they attain age 26.

A dependent unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.
PLAN BENEFITS
VSP PREFERRED PROVIDERS

COPAYMENT

There shall be a Copayment of $20.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered.

COVERED SERVICES AND MATERIALS

VSP may authorize payment under this Rider for services and/or materials for Covered Persons more frequently than months if

- The new prescription differs from the original by at least a .50 diopter sphere or cylinder.
- There is a change in the axis of 15 degrees or more.
- There is a .5 prism diopter change in at least one eye.

COMPREHENSIVE EXAM

Covered in full* once every 12 months.**

LENSES: Covered in full* once every 12 months**

   Spectacle Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

FRAMES: Covered up to the Plan allowance* once every 12 months**

VSP reserves the right to limit the cost of the frames provided by its VSP Network Doctors under the Plan. The current allowance shall be published periodically by VSP to its VSP Network Doctors and will be set at a level to cover a sufficient number of frames in common use.

If the Covered Person wishes to select a more expensive frame than that allowed under this Rider, the cost difference shall be by agreement between the Covered Person and VSP Network Doctor.

*Less any applicable Copayment.

**beginning with the first day of the Benefit Period.
CONTACT LENSES

Elective

Elective Contact Lenses are covered up to $180.00 once every 12 months.**
The Elective contact lens allowance applies to both the doctor’s fitting and evaluation fees, and to materials.

Necessary

Necessary Contact Lenses are covered in full* once every 12 months**
Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person’s VSP Preferred Provider.
Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.
**beginning with the first day of the Benefit Period.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Plan Benefits are available when the Covered Person is not eligible for services and/or materials under the Schedule of Benefits to which this Rider is attached, and when Covered Person satisfies additional eligibility criteria specified by Client. Such criterial will include, but not be limited to, the length of time since the Covered Person’s last eye exam and the extent of any change in Covered Person’s visual acuity.

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Preferred Provider or by calling VSP’s Customer Care Division at (800) 877-7195.
NOT COVERED

1. Services and/or materials not specifically included in this Rider as covered Plan Benefits.
2. Refitting of contact lenses after the initial (90-day) fitting period.
3. Plano lenses (lenses with refractive correction of less than ±.50 diopter).
4. Two pair of glasses in lieu of bifocals.
5. Replacement of spectacle lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when services are otherwise available.
6. Medical or surgical treatment of the eyes.
7. Services or materials of a cosmetic nature.
8. Services or materials following laser vision correction surgery of any type.
9. Local, state and/or federal taxes, except where VSP is required by law to pay.
REIMBURSEMENT SCHEDULE
OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of $20.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: Up to $50.00* once every 12 months**
Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES: Up to $50.00* once every 12 months**
Spectacle Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

FRAMES: Covered up to $70.00* once every 12 months**

CONTACT LENSES

Elective
Elective Contact Lenses are covered up to $105.00 once every 12 months.**
The Elective contact lens allowance applies to both the doctor’s fitting and evaluation fees, and to materials.

Necessary
Necessary Contact Lenses are covered up to $210.00* once every 12 months**
Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied.
Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.
**beginning with the first day of the Benefit Period.
EXCLUSIONS AND LIMITATIONS OF BENEFITS
OPEN ACCESS PROVIDERS

1. Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
2. Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider.
3. There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
4. VSP is unable to require Open Access Providers to adhere to VSP’s quality standards.
VISION SERVICE PLAN INSURANCE COMPANY
ADDITIONAL BENEFIT RIDER
DIABETIC EYECARE PLUS PROGRAM

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein or in the Schedule of Benefits with which it is associated. Plan Benefits under the Diabetic Eyecare Plus Program are available to Covered Persons who have been diagnosed with type 1 or type 2 diabetes and specific ophthalmological conditions. This Rider forms a part of the Policy or Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Policy, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Any unmarried child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible. A child also includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth.

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PROGRAM DESCRIPTION

The Diabetic Eyecare Program ("DEP") is intended to be a supplement to Covered Person’s group medical plan. Providers will first submit a claim to Covered Person’s group medical insurance plan, and then to VSP. Any amounts not paid by the medical plan will be considered for payment by VSP. (This is referred to as “Coordination of Benefits” or “COB.” Please refer to the Coordination of Benefits section of Covered Person’s Evidence of Coverage for additional information regarding COB.) If Covered Person does not have a group medical plan, providers will submit claims directly to VSP.

Examples of symptoms which may result in an Covered Person seeking services under DEP Plus may include, but are not limited to:

- blurry vision
- transient loss of vision
- tunnel vision
- trouble focusing
- “floating” spots
- visual distortion
Examples of conditions which may require management under DEP Plus may include, but are not limited to:

- diabetic retinopathy
- rubeosis
- diabetic macular edema
- age-related macular degeneration
- glaucoma

PROCEDURES FOR OBTAINING DIABETIC EYECARE PLUS SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

The DEP Plus Program provides coverage for certain vision-related medical services as a supplement to Covered Person’s group medical plan. Covered Persons should refer to the plan booklet, certificate of coverage or other benefits description for their group medical plan to determine how to obtain plan benefits.

The provider should first submit a claim to Covered Person’s group medical insurance plan. Any amounts not paid by the medical plan may then be considered for payment by VSP. (This is referred to as “Coordination of Benefits” or “COB.” Please refer to the Coordination of Benefits section of Covered Person’s Evidence of Coverage for additional information regarding COB.)

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When Covered Person does not have a group medical plan, the DEP Plus Program provides Plan Benefits as follows:

1. Covered Person contacts a VSP Network Doctor and makes an appointment.

2. Covered Person pays the applicable Copayment at the time of each DEP Plus Program visit and amounts for any additional services not covered by the Plan.

REFERRALS

If Covered Person’s Member Doctor cannot provide Covered Services, the doctor will refer the Covered Person to another Member Doctor or to a physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of DEP Plus, the Member Doctor will refer the Insured to a physician.

Referrals are intended to insure that Covered Persons receive the appropriate level of care for their presenting condition. **Covered Persons do not require a referral from a Member Doctor in order to obtain Plan Benefits.**
PLAN BENEFITS
VSP PREFERRED PROVIDER

COVERED SERVICES

Eye Examination: Covered in full after a Copayment of $20.00.

Special Ophthalmological Services: Covered in Full.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Diabetic Eyecare Plus Program provides coverage for limited, vision-related medical services. A current list of these procedures will be made available to Covered Persons upon request. The frequency at which these services may be provided is dependent upon the specific service and the diagnosis associated with such service.

NOT COVERED

1. Services and/or materials not specifically included in this Rider as covered Plan Benefits.
2. Frames, spectacle lenses, contact lenses or any other ophthalmic materials.
3. Orthoptics or vision training and any associated supplemental testing.
4. Surgery of any type, and any pre- or post-operative services and/or supplies.
5. Treatment for any pathological conditions.
6. An eye exam required as a condition of employment.
7. Insulin or any medications or supplies of any type.
8. Local, state and/or federal taxes, except where VSP is required by law to pay.
**DIABETIC EYECARE PLUS PROGRAM DEFINITIONS**

<table>
<thead>
<tr>
<th>Condition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AMD</strong></td>
<td>Age-related macular degeneration (AMD) is a disease that destroys the clear, “straight ahead” central vision necessary for reading, driving, identifying faces and performing other daily tasks.</td>
</tr>
<tr>
<td><strong>Diabetes</strong></td>
<td>A disease where the pancreas has a problem either making, or making and using, insulin.</td>
</tr>
<tr>
<td><strong>Type 1 Diabetes</strong></td>
<td>A disease in which the pancreas stops making insulin.</td>
</tr>
<tr>
<td><strong>Type 2 Diabetes</strong></td>
<td>A disease in which the pancreas either makes too little insulin or cannot properly use the insulin it makes to convert blood glucose to energy.</td>
</tr>
<tr>
<td><strong>Diabetic Retinopathy</strong></td>
<td>A weakening in the small blood vessels at the back of the eye.</td>
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<tr>
<td><strong>Rubeosis</strong></td>
<td>Abnormal blood vessel growth on the iris and the structures in the front of the eye.</td>
</tr>
<tr>
<td><strong>Diabetic Macular Edema</strong></td>
<td>Swelling of the retina in diabetes mellitus due to leaking of fluid from blood vessels within the macula.</td>
</tr>
<tr>
<td><strong>Glaucoma</strong></td>
<td>A disease in which damage to the optic nerve leads to progressive, irreversible vision loss.</td>
</tr>
<tr>
<td><strong>Special Ophthalmological Services</strong></td>
<td>Medical eyecare procedures for the investigation and management of ocular disorders associated with diabetic eye disease, glaucoma and/or AMD.</td>
</tr>
</tbody>
</table>