

GROUP INSURANCE CERTIFICATE

# THE EYECARE ADVANTAGE PLAN

UNDERWRITTEN BY  
HM LIFE INSURANCE COMPANY

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

HM Life Insurance Company certifies that you will be insured under the Group Policy described below during the time, in the manner, and for the amounts provided in the Group Policy.



**President**

<b>Group Policy Number</b>	504018
<b>Name of Policyholder</b>	Harris County Hospital District
<b>Type of Coverage</b>	Vision Care Expense Insurance
<b>Group Policy Effective Date</b>	March 1, 2011
<b>Group Policy Delivered in</b>	Texas and governed by the laws of that State and to the extent applicable by the Employment Retirement Income Security Act (ERISA)

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

**PLEASE READ THIS CERTIFICATE CAREFULLY.** This Certificate of Insurance has a Table of Contents to help you find specific provisions. "You" and "your" refer to the insured Member. "We", "us", and "our" refer to HM Life Insurance Company. Other defined terms are printed with an initial capital letter.

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

HLGC902-VIS

**IMPORTANT NOTICE**

To obtain information or to make a complaint:

You may call HM Life Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-328-5433**

You may also write to HM Life Insurance Company at:

HM Life Insurance Company  
P.O. Box 535065  
Pittsburgh, Pennsylvania 15253-5065

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact HM Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de HM Life Insurance Company para informacion o para someter una queja al:

**1-800-328-5433**

Usted tambien puede escribir a HM Life Insurance Company:

HM Life Insurance Company  
P.O. Box 535065  
Pittsburgh, Pennsylvania 15253-5065

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con HM Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS  
LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE  
GUARANTY ASSOCIATION**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law is found in the *Texas Insurance Code*, Article 21.28-D.)

**BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.**

**Eligibility for Protection by the Association**

When an insurance company which is a member of the Association is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- \* **residents of Texas** at the time that their insurance company is impaired
- \* **residents of other states**, ONLY if the following conditions are met:
  - 1) The policyholder has a policy with a company based in Texas;
  - 2) The company has never held a license in the policyholder's state of residence;
  - 3) The policyholder's state of residence has a similar guaranty association; and
  - 4) The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- \* up to a total of \$200,000 for one or more policies for each individual covered.

**Life Insurance:**

- \* net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- \* death benefits up to a total of \$300,000 under one or more policies on any one life.

**Individual Annuities:**

- \* net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contractholder.

**Group Annuities:**

- \* net cash surrender amount up to a \$100,000 in allocated benefits under one or more policies owned by one contractholder; or
- \* net cash surrender amount up to \$5,000,000 in unallocated benefits under one contractholder regardless of the number of contracts.

**THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.**

**When you are selecting an insurance company, you should not rely on coverage by the Association.**

Texas Life, Accident, Health and Hospital  
Service Insurance Guaranty Association  
301 Congress, Suite 500  
Austin, Texas 78701  
800-982-6362

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439

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## Part 1. BECOMING INSURED

To become insured you must meet each of the requirements of A through D plus the Active Work Requirement.

### A. DEFINITION OF MEMBER

You must be a Member. You are a Member if you are one of the following:

1. You are an ACTIVE MEMBER if you are all of the following:
  - a. An active employee of the Employer, other than a temporary or seasonal employee or a full time member of the armed forces of any country.
  - b. Regularly scheduled to work at least 16 hours per week for part-time employees and at least 32 hours for full-time employees.
  - c. A citizen or resident of the United States or Canada.
2. You are a RETIRED MEMBER if you are all of the following:
  - a. You are retired under the Employer's retirement plan.
  - b. A citizen or resident of the United States or Canada.

### B. ELIGIBILITY FOR INSURANCE

You must be eligible for Insurance. You are eligible for Insurance on the later of the following dates, if you are a Member on that date:

1. The effective date of the Group Policy.
2. The first day following 90 days as a Member.

### C. APPLICATION FOR INSURANCE

Your Insurance is Noncontributory. No application for Insurance is required.

### D. EFFECTIVE DATE OF INSURANCE AND CHANGES IN INSURANCE

1. Initial effective date of your Insurance:

If you meet the Active Work requirement and each of the requirements of Parts 1A through 1C, your Insurance will become effective on date you become eligible for Insurance.
2. Effective date of changes in the amount of your Insurance:

Changes in the amount of your Insurance become effective on the date of the change, if you meet the Active Work requirement on that date.

Your Insurance will not become effective prior to the effective date of the Group Policy.

### E. ACTIVE WORK REQUIREMENT

If you are an Active Member, you must meet an Active Work requirement to become insured.

You will automatically meet the Active Work requirement on the date your Insurance is scheduled to become effective, unless you were Disabled on the day before that date. If you were Disabled on the day before the scheduled effective date of your Insurance, the effective date of your Insurance will be delayed until the first day after the date you complete one full day of Active Work.

For purposes of this Active Work requirement, you are Disabled if you are unable, as a result of your sickness, accidental bodily injury, or pregnancy, to perform the material duties of your own occupation.

This Active Work requirement also applies to any change in your Insurance.

## **Part 2. INSURING YOUR DEPENDENTS**

To insure your Dependents for Insurance, you must meet each of the following requirements:

1. You must be a Member who is insured for Insurance.
2. You must have one or more eligible Dependents.
3. You must apply for Insurance on your eligible Dependents.

### **A. DEFINITION OF DEPENDENT**

**DEPENDENT** means a person who is:

1. Your spouse. Your spouse must meet the legal requirements of a spouse as defined by the laws of the state in which you reside.
2. Your unmarried child from birth through the date your child become 26\* years of age. The term "child" includes a natural child, a step-child residing in your home, a child who has been placed with you for adoption by a court of competent jurisdiction, a grandchild considered a Dependent for federal income tax purposes at the time of application, a child for whom you must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court in this state.

The term "child" also includes a step-foster child residing in your home; a grandchild, niece or nephew for whom you have assumed primary care even if the legal guardian of the child is not insured under the Group Policy.

"Primary care" means that you provide food, clothing, and shelter on a regular and continuous basis for a child.

3. The term "Dependent" does not include: (a) a spouse legally divorced from you, except when coverage is required by a valid court order; (b) a spouse that no longer meets the requirements of A., 1. Above; (c) a spouse that does not meet the legal requirements of a spouse as defined in the State in which you reside; (d) any child for whom a petition for adoption has been denied; or (e) any child in the custody of the state until the final decree of adoption.

\* A Dependent child's Insurance may be continued beyond these dates if you provide us with satisfactory written proof that the child qualifies for continued coverage as a Handicapped Child. See Part 8.

## B. ELIGIBLE DEPENDENTS

Your Dependents are eligible for Insurance, except as follows:

1. You may not insure your Dependents for Insurance unless you are insured for Insurance.
2. You may not insure a Dependent for Insurance unless the Dependent is a citizen or resident of the United States or Canada.
3. You may not insure your Dependent for Insurance if your Dependent is a full-time member of the armed forces of any country.
4. You may not insure your Dependent for Insurance if your Dependent is also eligible for Insurance as a Member.

A newly born child, adopted child, child placed in your home for adoption, or stepchild residing in your home is eligible from the date of birth, adoption, placement or residence.

## C. APPLICATION FOR INSURANCE ON YOUR DEPENDENTS

You must apply for Insurance on your Dependents and agree to pay the entire cost to the Policyholder by signing a completed Enrollment Form.

You are only permitted to apply for Insurance on your Dependents during one of the following periods:

1. Within 31 days after you first acquire the Dependent.
2. During the Open Enrollment Period of each Calendar Year.
3. Within 31 days after a Life Event.

Creditable coverage may be established through means other than documentation, such as by a telephone call from the health benefit plan or provider to a third party verifying creditable coverage.

## D. EFFECTIVE DATE OF DEPENDENT INSURANCE

Your Dependents are eligible for Insurance on:

1. The date your Insurance becomes effective.
2. The date you first acquire a Dependent.

You must apply for Insurance on your Dependents. The Insurance on your Dependents will become effective:

1. On the date they become eligible, if you apply for Insurance on your Dependents on or before or within 31 days after that date.
2. On the first day of the month following the Open Enrollment Period.
3. On the date of a Life Event.

We will not refuse:

1. To insure a child under the Group Policy on the grounds that the child was born out of wedlock, the child is not claimed as a Dependent on the parent's federal tax return, or the child does not reside with the parent or in our service area.



2. To insure an otherwise eligible child under the Group Policy if the child is presumed to be the natural child of the insured.

A Dependent confined to a hospital or any other institution when that person's Insurance would normally begin will be insured on discharge. This limitation does not apply to a child at birth, an adopted child, or a child subject to court ordered child support

A newly born child is automatically covered from the date of birth for 31 days. In order to continue the child's coverage beyond this period you must notify us of the birth of the newborn child and pay any additional premium required to maintain the coverage in force.

An adopted child, child placed in your home for adoption, or stepchild residing in your home is automatically covered from the date of birth, adoption, placement or residence for 31 days. In order to continue the child's coverage beyond this period you must apply for Insurance on the child and pay the required premium, if any, within 31 days of the date of birth, adoption, placement, or residence.

Your Dependents will not be insured before the day your Insurance begins.

#### E. MEDICAL CHILD SUPPORT ORDERS

Regardless of any other provision in the Group Policy, we will comply with any Qualified Medical Child Support Order (QMCSO) to the extent required by law. Upon receipt of a Medical Child Support Order we will promptly notify you and each Alternative Recipient that we have received the Medical Child Support Order and have adopted procedures for determining whether the Medical Child Support Order is, in fact, a QMSO. Those procedures include notifying you, and each Alternative Recipient, that each Alternative Recipient will have the right to designate a representative to receive all communications regarding the Alternative Recipient's rights to receive benefits under the Group Policy.

We will, within a reasonable period of time, determine whether the Medical Child Support Order is a QMCSO. If the Medical Child Support Order is a QMCSO, the Alternative Recipient designated in the order will be treated as the insured Member for purposes of payment of benefits under the Group Policy and the reporting and disclosure requirements under ERISA. For example, if benefits would otherwise be payable under the plan to you on account of Covered Expenses relating to an Alternate Recipient, those benefits would be paid directly to the Alternate Recipient or his or her custodial parent or legal guardian.

Any Alternate Recipient, not already Insured as a Dependent, who is the subject of a Medical Child Support Order will be eligible, and may be enrolled, for Insurance under the Group Policy on the date we determine the order is a QMCSO. On that date we will:

1. Permit the child's parent to enroll the child for Insurance without regard to any enrollment season restrictions;
2. Permit the child's other parent, the state department of social and health services, or other agency appointed by a court of competent jurisdiction pursuant to the order, to enroll the child for Insurance, if the child's parent is enrolled but fails to make application to obtain Insurance for the child; and
3. Not terminate the child's Insurance, unless we receive satisfactory written evidence that the court or administrative order is no longer in effect, the child is or will be enrolled for comparable vision coverage through another carrier which will take effect not later than the effective date of the termination of the child's insurance, or the Employer has eliminated family vision coverage for all of its employees.

Nothing in the provisions of a QMCSO will require the Group Policy to provide any type or form of benefits, or any option, pursuant to the order that is not already provided under the Group Policy, except to the extent necessary to meet the requirements of a state law relating to medical child support orders, as described in Social Security Act sect. 1908 (as added by Omnibus Budget Reconciliation Act of 1993 sect. 13822).

The participant's Employer is authorized to withhold from the participant's salary or wages the cost of the coverage, if any, provided to the Alternative Recipient under the QMCSO.

**Part 3. SCHEDULE OF BENEFITS**

Subject to all the terms of the Group Policy, we will pay for Covered Expenses incurred by a Covered Person as shown below.

The basic level of coverage, excluding a reasonable difference in deductibles, is not more than 30% less than the higher level of coverage.

If Covered Expenses are not available through Participating Providers within the Service Area, Non-Participating Providers will be reimbursed at the same percentage level of reimbursement as Participating Providers. This does not apply to a Covered Person who resides out of the Service Area and chooses to receive services from providers other than Participating Providers for the insured's own convenience.

You and your Covered Dependents may use either a Participating or a Non-Participating Provider for Covered Expenses. If a Participating Provider is used, you will only be billed for the difference between the applicable Copayment, if any, shown below and the Scheduled Fee for the Covered Expense. Use of a Non-Participating Provider may result in additional charges. Non-Participating Providers may bill you for the difference between the Allowance shown below and the Provider's *actual charge* for the eye examination and materials.

**A. FREQUENCY OF USE**

Eye Examination	Once every 12 months.
Materials	One complete set of spectacle lenses or contact lenses (in lieu of eyeglasses) every 12 months and frame every 12 months.

**B. IN-NETWORK BENEFITS**

	Copayment *
Eye Examination	\$10.00
Materials	
Frames**	None
Spectacle Lenses	\$20.00
Contact Lenses***	
Evaluation/Fitting****	\$20.00
Materials – Formulary Contact Lenses	None
Medically Necessary Contact Lenses	None

*Note this benefit is subject to prior notification - the Covered Person or the attending Provider must send a completed request to Davis Vision for medically necessary contact lenses before the lenses are dispensed. Any amount due over the Allowance for such lenses is the Covered Person's responsibility. If the required notification is not obtained, benefits will not be paid for such lenses and the entire charge will be your responsibility.*

\* Does not apply to Optional In-Network items or Covered Expenses received from a Non-Participating Provider.

\*\* Frames other than Davis Vision's Designer Collection will be paid up to a maximum of \$130.00 plus a 20% discount on any amount over \$130.00 (note: discount does not apply at Wal-Mart locations). The balance, if any, is the Covered Person's responsibility. If the Covered Person chooses a frame from the Premier Collection there is an additional copayment; see "Optional In-Network Items" below.

- \*\*\* Contact lenses other than Formulary contact lenses will be paid up to a maximum of \$105.00, plus a 15% discount on any amount over \$105.00 (note: discount does not apply at Wal-Mart locations). You may submit charges until the maximum allowance is met. The balance, if any, is the Covered Person's responsibility.
- \*\*\*\* The Contact lens fitting and evaluation for Specialty contact lenses will be paid up to a maximum of \$60.00 with a 15% discount on any amount over \$60.00 (note: discount does not apply at Wal-Mart locations). The balance, if any, is the Covered Person's responsibility.

Plan Level

**Designer Plan** Eyewear from Davis Vision's Designer Collection. Participating Providers will have a complete exclusive Tower Collection (of Davis Vision frames). In addition, you and your Covered Dependents may also select any of the Optional In-Network Items shown below, including frames from Davis Vision's Premier Collection. All Optional In-Network Items are subject to the applicable Copayment.

<u>Optional In-Network Items</u>	<u>Copayment</u>
Premier Frame	\$25.00
Ultraviolet Coating	\$12.00
Photochromic Glass Lenses	\$20.00
Blended Segment Lenses	\$20.00
Polycarbonate Lenses*	\$30.00
Progressive Addition Lenses	
Standard Types	\$50.00
Premium Types	\$90.00
ARC (Anti-Reflective Coating)	
Standard Types	\$35.00
Premium Types	\$48.00
Ultra Types	\$60.00
Polarized Lenses	\$75.00
Hi-Index Lenses	\$55.00
Intermediate Vision Lenses	\$30.00
Plastic Photosensitive Lenses	\$65.00

\* No copayment for dependent children or monocular patients.

**C. OUT-OF-NETWORK BENEFITS**

A Covered Person may use the Provider of his or her choice for the following covered vision services. Benefits will be paid up to the Allowance shown below. The balance of the charge is the Covered Person's responsibility.

	Allowance *
Eye Examination	\$40.00
Materials:	
Frames	\$45.00
Lenses:	
Single Vision	\$40.00
Bifocal	\$60.00
Trifocal	\$80.00
Lenticular	\$80.00
Contact Lenses	\$105.00

\*Unless the examination and materials are medically necessary, any charges in excess of the Allowance are your responsibility.

Medically Necessary Contact Lenses \$210.00

*Note this benefit is subject to prior notification - the Covered Person or the attending Provider must send a completed request to Davis Vision for medically necessary contact lenses before the lenses are dispensed. Any amount due over the Allowance for such lenses is the Covered Person's responsibility. If the required notification is not obtained, benefits will not be paid for such lenses and the entire charge will be your responsibility.*

D. LOW VISION PROGRAM

Comprehensive Evaluation	Once every 60 months (includes four follow-up visits)
Maximum per Evaluation	\$300.00
Maximum per Follow-up Visit	\$100.00

Low Vision Aids	
Maximum per Aid	\$600.00
Lifetime Maximum for all Aids	\$1200.00

*Note this program is available both in and out of network and is subject to prior notification - the Covered Person or the attending Provider must send a completed request to Davis Vision prior to the initial evaluation. Once approved, a Covered Person is eligible for a comprehensive low vision evaluation and four follow-up visits every 60 months up to the maximum for such evaluation and visits shown above. Low vision aids will be provided as prescribed up to the maximum per aid, subject to the lifetime maximum for all aids shown above. Any amount due over the allowances above for an evaluation, follow-up visits or aids is the Covered Person's responsibility. If the required notification is not obtained, no benefits will be paid for any such evaluation, follow-up visits or aids - the entire charge for such services or supplies will be your responsibility.*

**Part 4. COVERED EXPENSES**

Subject to the exclusions and limitations in Part 5, Covered Expenses include charges made by a Provider for the following vision care services while the you or your Dependents, if any, are insured for these benefits. The benefits payable under the Group Policy vary depending upon which Provider rendered the services.

A. EYE EXAMINATION

Covered Expenses for an eye examination include the following procedures:

1. Case history - chief complaint, eye and vision history, medical history
2. Entrance distance acuities
3. External ocular evaluation including slit lamp examination
4. Internal ocular examination
5. Tonometry
6. Distance refraction - objective and subjective
7. Binocular coordination and ocular motility evaluation
8. Evaluation of pupillary function
9. Biomicroscopy
10. Gross visual fields
11. Assessment and plan
12. Advise a Covered Person on matters pertaining to vision care.
13. Form completion - school, motor vehicle, etc.

Eye examinations from a Participating Provider are subject to the Copayment shown in Part 3. Benefits under the Group Policy for eye examinations from a Non-Participating Provider are payable up to the Allowance shown in Part 3 or the actual charge for the eye examination, whichever is less. A Covered Person is responsible for any amount in excess of the Allowance.

**B. FITTING OF EYEGLASSES**

If vision correction is recommended by a Provider, Covered Expenses will include the fitting of eyeglasses and follow-up adjustments.

**C. MATERIALS**

Designer Collection frames and the following lenses as provided through Davis Vision:

1. Glass or plastic lenses, in single vision, bifocal or trifocal prescriptions. The following types of lenses are also included:
  - a. Oversize lenses
  - b. Post-cataract lenses
  - c. Contact lenses
  - d. Fashion, sun or gradient tinted lenses
  - e. Glass-Grey #3 Prescription Sunglasses
  - f. Scratch Resistant Coating

The above materials are subject to the Copayment for In-Network Benefits shown in Part 3.

2. Optional In-Network Items. Charges for the following items. These materials are subject to the Copayment for Optional In-Network Items shown in Part 3:
  - a. Premier Frame
  - b. Ultraviolet Coating
  - c. Glass Photochromic Lenses
  - d. Blended Segment Lenses
  - e. Polycarbonate Lenses (covered in full for children and monocular individuals)
  - f. Standard Progressive Addition Lenses
  - g. Premium Progressive Addition Lenses
  - h. Standard ARC (Anti-Reflective Coating)
  - i. Premium ARC (Anti-Reflective Coating)
  - j. Ultra ARC (Anti-Reflective Coating)
  - k. Polarized Lenses
  - l. Hi-Index Lenses
  - m. Intermediate Vision Lenses
  - n. Plastic Photosensitive Lenses

Frames and lenses from a Participating Provider's own collection are payable up to the Allowance shown in Part 3. A Covered Person who uses a Participating Provider is responsible for the full amount of the Provider's charge for the frames and lenses up to the negotiated discount. If you use a Non-Participating Provider you are responsible for the Provider's actual charge for the frames and lenses.

Medically necessary contact lenses prescribed for a Covered person are subject to prior notification. The Covered Person or the attending Provider must send a completed request to Davis Vision before the lenses are dispensed. If the required notification is not obtained no benefit will be paid for such lenses and the entire charge will be your responsibility.

#### D. LOW VISION PROGRAM

Benefits are payable up to the allowance, subject to the maximum shown in Part 3 for the Covered Expense. Covered Expenses include:

- Comprehensive low vision evaluation in addition to a comprehensive eye examination when the comprehensive eye examination indicates a need for such an evaluation.
- Follow-up visits.
- Low Vision Aids

This benefit is subject to prior notification. The Covered Person or the attending Provider must send a completed request to Davis Vision prior to the initial low vision evaluation. If the required notification is not obtained, no benefits will be paid for the above expenses and the entire charge will be your responsibility.

#### **Part 5. EXCLUSIONS AND LIMITATIONS**

Benefits will not be paid for and the term "Covered Expenses" will not include charges:

1. For services or supplies not recommended by a Provider.
2. For periodic vision examinations, except as provided for in Part 3.
3. For eye examinations required by an Employer as a condition of employment.
4. For services or materials provided in connection with special procedures such as orthoptics and visual training, or in connection with medical or surgical treatment.
5. For lenses which do not provide vision correction.
6. For sickness or injury covered by a workers' compensation act or other similar legislation.
7. Incurred as a direct or indirect result of war (declared or undeclared).
8. Incurred as a result of an intentionally self-inflicted injury or injury sustained while committing a crime.
9. For services or supplies furnished to a Covered Person before the effective date of the Group Policy or after the date a Covered Person's Insurance ends.
10. For services or supplies which are not generally accepted in the United States as being necessary and appropriate for the treatment of a patient's sickness or injury.
11. For any medical treatment rendered outside the United States or Canada.
12. For services rendered by practitioners who do not meet the definition of Provider.
13. For expenses covered by:
  - a. Any other group insurance.
  - b. A health maintenance organization or hospital or medical services prepayment plan available through an employer, union or association.
14. For any expenses covered by any union welfare plan or governmental program or a plan required by law.

15. For comprehensive low vision evaluations, subsequent follow-up visits following such evaluation or low vision aids for which prior notification was not sent to Davis Vision.
16. For medically necessary contact lenses prescribed for a Covered Person for which prior notification was not sent to Davis Vision.

## **Part 6. OTHER VISION CARE INSURANCE PROVISIONS**

### **A. FREE CHOICE OF PROVIDER**

You have the exclusive right to select the Provider of your choice to provide you with vision care services and materials. We are not responsible for the quality of care you receive from the Provider you select. We cannot be held liable for any injuries you suffer while receiving the vision services or materials.

### **B. INCURRED DATE**

The incurred date of charge for a vision care examination, refractive and/or post refractive services or materials, as evidenced by a proper receipt, is:

1. The date a service or procedure is performed; or
2. The date a purchase is made.

### **C. COORDINATION OF BENEFITS PROVISION**

#### **1. General**

This Coordination of Benefits ("COB") provision applies to This Plan when a Covered Person has vision coverage under more than one plan. "Plan" and "This Plan" are defined below. If this COB provision applies, you should look first at the order of benefit determination rules. Those rules determine whether the benefits of This Plan are determined before or after those of another plan. The benefits of This Plan: (i) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another plan; but (ii) may be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in 4, "Effect on the Benefits of This Plan."

#### **2. Definitions**

- a. "Plan" means any of the following which provides benefits or services for, or because of, medical or vision care or treatment:
  - (1) Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - (2) Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).
  - (3) "Plan" does not include school accident-type coverage, individual contracts of coverage, or some supplemental sickness and accident policies. Each contract or other arrangement for coverage under (1) or (2) is a separate plan.

If an arrangement has two parts and COB rules apply only to one of the two, each part is a separate plan.

- b. "This Plan" is the part of the Group Policy that provides benefits for vision care expenses.
- c. "Primary Plan/Secondary Plan": The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person. When This Plan is a Primary Plan, its benefits are determined before those of the other plan and without considering the other plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits. When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans and may be a Secondary Plan as to a different plan or plans.
- d. "Allowable Expense" means a necessary, reasonable and customary item of expense for vision care when the item of expense is covered by This Plan. However, This Plan is not required to pay for a service, supply, or treatment which is not covered by the Group Policy. When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and benefit paid.

### 3. Order of Benefit Determination Rules

- a. When there is a basis for a claim under This Plan and another plan, This Plan is a Secondary Plan whose benefits are determined after those of the other plan, unless:
  - (1) the other plan has rules coordinating its benefits with those of This Plan; and
  - (2) both those rules and This Plan's rules, in subsection below, require that This Plan's benefits be determined before those of the other plan.
- b. This Plan determines its order of benefits using the first of the following rules which applies:
  - (1) The benefits of the plan which covers the person as an employee, member, insured, or subscriber (that is, other than as a Dependent) are determined before those of the plan which covers the person as a Dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - (a) secondary to the plan covering the person as a Dependent; and
    - (b) primary to the plan covering the person as other than a Dependent (e.g. a retired employee).
  - (2) Benefits for a Dependent child whose parents are not divorced will be determined as follows:
    - (a) 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
    - (b) if both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which has covered the other parent for a shorter period of time.

However, if the other plan does not have the rules described in (a) above, but instead has a rule based upon the gender of the parent, 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.



(3) Benefits for a Dependent child whose parents are divorced will be determined as follows. To the extent the plan has been notified by receiving a copy of the court decree:

(a) If the specific terms of the court decree state that one of the parents is responsible for the vision care expenses of the child, the benefits of the plan of that parent are determined first.

The plan of the other parent will be the Secondary Plan.

(b) If the specific terms of the court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the vision care expenses of the child, the plans covering the child will be subject to the order of benefit determination contained in subdivision (B)(2) of this section.

If neither subdivision (a) nor (b) applies, the order of benefits will be determined in the following order:

- (i) the plan of the parent with custody of the child;
- (ii) the plan of the spouse of the parent with the custody of the child;
- (iii) the plan of the parent not having custody of the child; and
- (iv) the plan of the spouse of the parent not having custody of the child.

(4) The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) are determined before the benefits of a plan which covers that person as a laid off or retired employee (or as that employee's Dependent). 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 paragraph will be ignored.

(5) Continuation Coverage. If a person whose coverage is provided under a right of continuation pursuant to federal law (i.e., COBRA) or state law also is covered under another plan, the benefits of the plan covering the person as employee, member or subscriber (or that person's Dependent) will be determined before the benefits under the continuation coverage.

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 paragraph will be ignored.

(6) Longer/shorter length of coverage. If none of the above 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.

#### 4. Effect on the Benefits of This Plan

a. This section applies when, in accordance with 3, "Order of Benefit Determines 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. The other plan or plans are referred to as "the other plans" in "b" below.

b. Reduction in This Plan's benefits. The benefits of This Plan will be reduced to the extent that the sum of:

(1) The benefits that would be payable for the allowable expense under This Plan in the absence of this COB provision; and

- (2) 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.

5. Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules; we have the right to decide which facts we need. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give us any facts we need to pay the claim.

6. Facility of Payment

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 that 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. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

7. Right of Recovery

If the amount of the payments made by us is more than we should have paid under this COB provision, we may recover the excess from one or more of:

- a. the persons it has paid or for whom it has paid;
- b. another plan; or
- c. the provider of service.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

D. CONFORMITY WITH STATE STATUTES

If any provision of the Policy is in conflict with the statutes of the state in which the Policy is delivered or issued for delivery, the provision is automatically amended to meet the minimum requirements of such statutes.

**Part 7. WHEN A MEMBER'S INSURANCE ENDS**

Your Insurance under the Group Policy will end automatically on the earliest of the following dates:

1. The last day of the calendar month in which you cease to be a Member as defined in Part 1A.
2. The date you become a full time member of the armed forces of any country.
3. The date the Group Policy terminates.
4. On the last day of the last period for which you make the required contribution for your Insurance, if you contribute toward the cost of your Insurance.

5. If you are an Active Member, the last day of the calendar month in which you cease to be Actively at Work for the Employer on your regular work days for any reason, including the elimination of your job. However, your Insurance will be continued (unless it ends under any of the above items) during the following periods while you are absent from Active Work:
  - a. While you are receiving full salary (including sick pay and vacation pay) from the Employer, but not beyond the date your job is eliminated, the effective date of a severance agreement, or the date your job is terminated by you or the Employer.
  - b. For up to twelve weeks during a period of family or medical leave approved by the Employer in accordance with the Employer's uniform family and medical leave policy patterned after the federal Family and Medical Leave Act of 1993 or applicable state law.
  - c. While you are unable to be Actively At Work as a result of your sickness, accidental bodily injury, or pregnancy, but not beyond the date your employment is terminated by you or the Employer.
  - d. During a leave of absence or a temporary layoff, but not beyond the date approved by the Employer.

### **Part 8. WHEN A DEPENDENT'S INSURANCE ENDS**

Insurance on your Dependents will end automatically on the earliest of the following dates:

1. The date your Insurance ends for any reason.
2. The last day of the calendar month in which the person ceases to be your Dependent, as defined in Part 2A.
3. The date your Dependent becomes a full time member of the armed forces of any country.
4. On the last day of the last period for which you made the required contribution for Insurance on your Dependents, if you contribute toward the cost of the Insurance on your Dependents.

#### Continued Coverage For A Handicapped Child:

Insurance on a Dependent child will not end solely because the child ceases to be a Dependent as defined in Part 2 if you provide us with satisfactory written proof that the child qualifies for continued coverage as a Handicapped Child. This proof must be furnished to us on our forms within 31 days after the child ceases to be a Dependent as defined, and thereafter as required by us, but not more often than once a year after the two year period following the child's attainment of the limiting age. We have the right, at our expense, to have your child examined at reasonable intervals while you are claiming continued coverage under this provision.

Insurance on a Handicapped Child will end automatically on the earliest of the following dates:

1. The date the child becomes capable of self-sustaining employment.
2. The date the child ceases to be chiefly dependent upon you for support and maintenance.
3. 90 days after the date we mail you a request for proof that the child continues to qualify as a Handicapped Child, unless you provide us with the required proof within that 90 day period.
4. The date the Handicapped Child marries.
5. The date coverage would end under this Part 8 for any reason other than the child's attainment of the limiting age.

## **Part 9. BECOMING INSURED AGAIN AFTER INSURANCE ENDS**

You and your Dependents, if any, may become insured again under the Participation Certificate after Insurance ends. The general rule is that you and your Dependents, if any, may become insured again on the same basis as a new Member, as provided in Parts 1 and 2. However, for purposes of becoming insured again, the following rules will apply:

1. If Insurance ends because you cease to be a Member, you and your Dependents, if any, will be immediately eligible for Insurance if you become a Member again within 90 days after your Insurance ends. If you do not apply for Insurance on your Dependents, if any, within 31 days after becoming eligible for Insurance again the person or persons applying for Insurance will not be eligible until the next Open Enrollment Period.
2. If your Insurance ends because you become a full time member of the armed forces of the United States, you will not be required to satisfy any eligibility waiting period shown in Part 1B again if you qualify as a Member and return to Active Work for the Employer within the time period(s) specified in the Uniform Services Employment and Reemployment Rights Act of 1994 as now in effect or hereinafter amended.
3. If Insurance ends because you fail to make the required premium contribution, your Dependents, if any, will not be eligible until the next Open Enrollment Period.
4. If you did not apply for Insurance on your Dependents within 31 days after becoming eligible again and experience a Life Event, your Dependents, if any, will be immediately eligible for Insurance. However, if you do not apply for Insurance on your Dependents, if any, within 31 days after becoming eligible again due to a change in family status you may not apply until the next Open Enrollment Period.

Insurance which becomes effective again will not be retroactive to the date the Insurance ended.

## **Part 10. PAYMENT OF CLAIMS**

### **A. PAPERLESS SYSTEM**

The Covered Person must contact a Participating Provider before an eye examination. The Participating Provider will verify that person's eligibility for Covered Expenses with Davis Vision before the examination takes place. The Provider will submit Covered Person's claim directly to Davis Vision.

### **B. PAYMENT OF BENEFITS**

All in-network benefits will be paid directly to the Provider. Out-of-network benefits will be paid to you unless you provide written authorization for payment to the Provider. However, if a court order providing for a managing conservator of a Dependent Child has been issued by a court of competent jurisdiction in Texas or any other state such benefits will be paid to the managing conservator. If such conservator is not covered under this Group Policy, that person must submit with the claim application:

1. written notice that they are the managing conservator of the child on whose behalf the claim is made; and
2. a certified copy of a court order establishing the person as managing conservator.

Any accrued benefits unpaid at the time of your death will either be paid to your beneficiary or to your estate. If any benefits are payable to your estate, or to a person who is a minor, or otherwise not competent to give a valid release, we may pay the indemnity to an amount not exceeding \$1,000 to any of your relatives by blood or marriage who we deem to be equitably entitled thereto. Any payment made by us in good faith pursuant to this provision will fully discharge us to the extent of such payment.

C. NOTICE OF CLAIM

Written notice of a claim must be given to us within 20 days after the incurred date of the Covered Expense or as soon thereafter as reasonable possible. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. If a Participating Provider is used, notice of claim will be given to Davis Vision directly by the Provider on behalf of the Covered Person.

D. CLAIM FORMS

All claims for benefits should be submitted on our forms. You or the Provider should obtain claim forms from the Policyholder or Davis Vision. You may also request claim forms from us. If we fail to provide you with claim forms within 15 days of your request, you:

1. May submit your claim in a letter stating the medical expense for which the claim is made.
2. Will be deemed to have complied with the requirements of the Group Policy as to proof of loss upon submitting, within the time fixed in the Group Policy for submitting proof of loss, written proof covering the occurrence for which a claim is made, and the character and the extent of loss for which a claim is made.

E. PROOF OF LOSS

Proof of each of the following elements of proof of loss must be provided to us at your expense. No benefits for such charges will be paid until we receive satisfactory written proof:

1. That a Covered Person has incurred a Covered Expense.
2. That the charges for which benefits are claimed are not subject to any exclusion.
3. That a Covered Person's Insurance under the Group Policy was in effect on the date the charge was incurred.
4. Of such additional information as we reasonably require in connection with the claim for benefits.
5. You must provide your written authorization for us to obtain the records and information needed to evaluate your eligibility for benefits. Such proof must be given to us within 24 months after the occurrence or commencement of any loss covered by the Group Policy, or as soon thereafter as is reasonably possible and, in any case, within one year after the end of the 24 month period.

Claims not filed within these time limits will be denied and no benefits will be paid. These time limits will not apply during any period when a Covered Person lacked the legal capacity to file a claim.

Any claim for benefits submitted by a Participating Provider through the Paperless System (see A, PAPERLESS SYSTEM) will satisfy this requirement.

F. TIME PAYMENT OF CLAIMS

Subject to satisfactory written proof of loss, any benefits payable under the Group Policy will be paid within 35 days of our written receipt of such proof of loss, or our initial notice of decision of claim, if later.

G. INDEPENDENT EXAMINATION AND AUTOPSY

We have the right to have a Provider of our choice examine you or your covered Dependent to evaluate and confirm the services and supplies for which benefits are claimed. Any such examination will be conducted at our expense. We have the right to defer payment of benefits if the Provider or you or your covered Dependent fail to permit or cooperate with a review by the Provider of our choice. In the event of accidental death, we also have the right to have an autopsy performed unless forbidden by law.

H. RIGHT TO RECOVER BENEFITS PAID BY MISTAKE

If we mistakenly make a payment to you or to a Provider on your behalf for benefits, and you are not eligible for all or a part of that payment, then we have the right to recover the payment from you or the Provider who received the payment. Our right to recover a mistaken payment includes the right to deduct the amount paid by mistake from future benefits.

I. CHILD SUPPORT PAYMENTS

We will not refuse to accept and honor an otherwise valid claim for benefits which is filed by either parent of a covered child, by the state agency or department responsible for administering the order, or other agency appointed by a court of competent jurisdiction pursuant to a qualified medical child support order. If we cover the child of a noncustodial parent or a parent sharing custody or temporary control of the child we will:

1. Provide such information to either the parent sharing custody, or temporary control, of the child as may be necessary for the child to obtain benefits;
2. Permit either the parent sharing custody, or temporary control, of the child, or the Provider with either parent's notification, to submit claims for Covered Expenses without the notification of the other parent; and
3. Make payments on claims directly to the parent who paid for the services, the Provider, the state agency or department responsible for administering the order, or other agency appointed by a court of competent jurisdiction pursuant to a qualified medical child support order.

J. ASSIGNMENT

No assignment of interest under the Group Policy will be binding upon us unless and until the original or a duplicate is received at our home office, or by our authorized representative. We do not assume any responsibility for the validity of an assignment.

K. LEGAL ACTIONS

No action at law or in equity may be brought to recover under the Group Policy until 60 days after written proof of loss has been provided to us. No such action will be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Part 11. INCONTESTABLE CLAUSES**

A. INCONTESTABLE CLAUSE FOR YOUR INSURANCE

Any statement you make to obtain Insurance is a representation and not a warranty. No misrepresentation by you will be used to reduce or deny your claim or to deny the validity of your Insurance unless all of the following are true:

1. Your Insurance would not have been approved if the truth had been known.

2. Your misrepresentation is contained in a written instrument signed by you.
3. You have been given a copy of the written instrument containing your misrepresentation.

After your Insurance has been in effect for two years, we will not use a misrepresentation by you to reduce or deny your claim or to deny the validity of your Insurance unless it was a fraudulent misrepresentation made with actual intent to deceive. However, we have the right at any time to assert as a defense to a claim that you were not eligible to become insured because you did not meet the requirements of Part 1, including, but not limited to, the requirements that you (1) be a Member, (2) submit and have approved an Enrollment Form, and (3) meet the Active Work requirement.

**B. INCONTESTABLE CLAUSE FOR GROUP POLICY**

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty. No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless all of the following are true:

1. The Group Policy would not have been issued by us if the truth had been known.
2. The misrepresentation is contained in a written instrument signed by the Policyholder.
3. A copy of the written instrument has been given to the Policyholder.

The validity of the Group Policy will not be contested after it has been in effect for two years, except for non-payment of premiums or a fraudulent misrepresentation made with actual intent to deceive.

**Part 12. CLERICAL ERROR**

Clerical error by the Employer will not:

1. Cause you to become insured.
2. Invalidate Insurance otherwise validly in force.
3. Continue Insurance otherwise validly terminated.

**Part 13. ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Employer, we have the full and exclusive authority to administer claims and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy. Our authority includes, but is not limited to, the following:

1. The right to resolve all matters when a review has been requested.
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it.
3. The right to determine (a) your eligibility for Insurance, (b) your entitlement to benefits, and (c) the amount of the benefits payable to you.

## Part 14. GENERAL DEFINITIONS

**ACTIVELY AT WORK** This term means the performance of all the duties that pertain to your work at the place where it is normally done, or where it is required to be done by your Employer.

**ALTERNATE RECIPIENT** This term means any child of a participant who is recognized under a Medical Child Support Order as having a right to enrollment under the Group Policy as the participant's eligible Dependent. For purposes of the benefits provided under the Group Policy, an Alternate Recipient will be treated as a Dependent, but for purposes of the reporting and disclosure requirements under ERISA, an Alternate Recipient will have the same status as a participant.

**ALLOWANCE** The flat dollar amount payable under the Group Policy for eye examinations, the fitting of eyeglasses or Materials received and/or purchased by a Covered Person.

**APPLICATION** The written request of a duly authorized representative for Insurance under the Group Policy on a form acceptable to us.

**CALENDAR YEAR** means the twelve month period beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

**COPAYMENT** The amount a Covered Person is required to pay to the Provider prior to an eye examination or toward the cost of Materials. Copayments, if applicable, are shown in Part 3. Schedule of Benefits.

**COVERED DEPENDENT** means a Member's Dependent insured under the Group Policy.

**COVERED EXPENSE** An expense for eye examinations, the fitting of eyeglasses or Materials, incurred by a Covered Person, for which benefits are payable under the Group Policy.

**COVERED PERSON** means a Member insured under the Group Policy or a Member's Dependent insured under the Group Policy.

**EFFECTIVE DATE** The date shown on the cover page. This is the date on which the Group Policy becomes effective.

**EMPLOYER** means Harris County Hospital District.

**ENROLLMENT, ENROLLMENT FORM** The written request for enrollment in the plan of Insurance by an eligible person on a form acceptable to us.

**GROUP POLICY** means our group policy number 504018 issued to the Policyholder.

**HANDICAPPED CHILD** means your unmarried child who, on and after the date the child ceases to be a Dependent, is both: (1) continuously incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to the date the child ceased to be a Dependent; and (2) continuously chiefly dependent upon you for support and maintenance. Your child will be considered chiefly dependent upon you for support and maintenance during any period when your child is institutionalized because of mental retardation or physical handicap.

**INSURANCE** The group vision care insurance provided to you and your Dependents, if any, under the Group Policy.

**LIFE EVENT** means one of the following: (1) your marriage or divorce; (2) the death of your spouse; (3) the birth or adoption of your child; (4) the death of your child; (5) a change in the employment status of your spouse; or (6) a change in your employment status.

**MATERIALS** Frames and lenses provided to a Covered Person for ophthalmic correction under the terms and conditions of the Group Policy.



**MEDICAL CHILD SUPPORT ORDER** This term means any judgment, decree, or order (including notification of a domestic relations settlement agreement) issued by a court of competent jurisdiction that:

1. provides for child support with respect to a participant's child or directs the participant to provide coverage under a health benefits plan pursuant to a state domestic relations law (including a community property law); or
2. enforces a law relating to medical child support described in Social Security Act Sect. 1908 (as added by Omnibus Budget Reconciliation Act of 1993 sect. 13822) with respect to a group health plan.

**NONCONTRIBUTORY** means your Employer pays the entire cost of your Insurance. You must enroll for both your and your Dependents Insurance.

**NON-PARTICIPATING PROVIDER** Providers of optometric services who have *not* entered into a contract with Davis Vision to provide vision care services.

**OPEN ENROLLMENT PERIOD** The period of time, established by the Employer, during which you have an opportunity to select your benefits and your Dependent's benefits for the coming year.

**OPTIONAL IN-NETWORK ITEMS** Materials provided under the Group Policy that can be selected at the Covered Person's option, subject to a Copayment, if any, shown in Part 3. Schedule of Benefits.

**PARTICIPATING PROVIDER** Providers who have entered into a contract with Davis Vision to provide eye examinations and/or materials on a Scheduled Fee basis. These Providers are part of Davis Vision's Provider Network.

**POLICYHOLDER** The legal entity to whom the Group Policy is issued.

**PROVIDER** A practitioner who is a legally qualified professional providing eye examinations and refractive and/or post-refractive services within the scope of his or her license. This term includes an ophthalmologist, an optometrist or an optician recognized as such in accordance with the laws of the State in which the services are provided. The Group Policy recognizes two categories of Providers; Participating Providers and Non-Participating Providers. Refer to these definitions for further information.

**QUALIFIED MEDICAL CHILD SUPPORT ORDER** This term means a Medical Child Support Order that creates or recognizes the existence of an Alternate Recipient's right to, or assigns to an Alternate Recipient the right to, receive benefits for which a participant or eligible Dependent is entitled under the Group Policy. In order for such an order to be a QMCSO, it must clearly specify:

1. the name and last known mailing address (if any) of the participant and the name and mailing address of each the Alternate Recipient covered by the order;
2. a reasonable description of the type of coverage to be provided under the Group Policy to each Alternate Recipient, or the manner in which that type of coverage is to be determined;
3. the period of coverage to which the order applies; and
4. each plan to which the order applies.

**RIDER/ENDORSEMENT** A formal document, signed by one of our authorized officers and attached to the Group Policy or a Certificate of Insurance issued under the Group Policy, that amends the Group Policy to provide additional benefits, or to remove exclusions and/or limitations.

**SCHEDULED FEE** The amount negotiated between a Participating Provider and Davis Vision as full payment for eye examinations, the fitting of eyeglasses and Materials received or purchased by a Covered Person.

**USUAL AND CUSTOMARY CHARGE** That portion of a charge, as determined by us, made by a Provider for eye examinations, the fitting of eyeglasses or Materials which does not exceed the lesser of:

1. The customary charge made by other providers rendering or furnishing such care, treatment or supplies within the same geographic area; or
2. The usual charge the provider most frequently makes to patients for the same service.

We will base our determination of the customary charges within a geographical area on a study or survey done to determine such charges. Consideration will be given to the nature and severity of the condition being treated including any complications which require additional time, skill, treatment or expertise.

**VOLUNTARY** means you elect and pay the entire cost of Insurance. The Insurance on your Dependents is Voluntary if you elect and pay the entire cost of your Dependent's Insurance. You must enroll for both your and your Dependents Insurance.

**WE, US, OUR OR THE COMPANY** With respect to group vision insurance benefits, the insurance company identified on the cover page.