Certificate of Insurance

National Guardian Life Insurance Company
Two East Gilman Street ● P.O. Box 1191
Madison, WI 53701-1191

Vision Care Insurance for

STATE OF KANSAS

Enhanced Vision Plan

Copayment Amount for Services:

$50 Exam
$25 Materials (Material copayment applied to lenses and/or frames only, not contact lenses)
$35 Contact Lens Exam (Fitting Fee)

Group Number: 27700

Schedule of Benefits

Copayment Amount for Services Per Insured Person:

$50 Exam
$25 Materials (For frames and/or lenses only, not for contact lenses)
$35 Contact Lens Exam (Fitting Fee)

Benefit Frequency

Comprehensive Exam .....…….. One per Calendar Year

Contact Lens Exam (Fitting Fee)……..One Per Calendar Year

Lenses ..... One pair per Calendar Year

Frame.....…… One frame per Calendar Year

Contact Lenses .....Up to Plan Allowance per Calendar Year

Schedule of Benefits (continued)

The table below shows the amounts payable for the services listed:

Services/Materials	**Network**	**Non Network**
Comprehensive Exam by an Ophthalmologist	Covered in FULL- After a $50 copayment	Up to $ 38.00
Comprehensive Exam by an Optometrist	Covered in FULL- After a $50 copayment	Up to $ 38.00
Contact Lens Exam (Fitting Fee)		
Standard Fit	Covered in FULL- After a $35.00 copayment	No Coverage
Specialty Fit	Covered up to the first $50 - of the Provider's UCR - After a $35.00 copayment	No Coverage
Lenses (Standard) per pair:		
Single Vision	Covered in FULL†	Up to $ 31.00
Bifocal	Covered in FULL†	Up to $ 51.00
Trifocal	Covered in FULL†	Up to $ 64.00
Lenticular	Covered in FULL†	Up to $ 80.00

† After a $25 copayment which is applied to optical materials except contact lenses.

Lens Options (Standard):		
Scratch Coating*	Covered in FULL	No Coverage
UV Coating*	Covered in FULL	No Coverage
Progressive*	Covered up to the first $165 of the Provider's UCR	No Coverage
High Index***or** Poly-carbonate Lenses*	Covered up to the first $116**** of the Provider's UCR	No Coverage
Contact Lenses (per pair)**		
Medically Necessary	Covered in FULL	Up to $210.00
Cosmetic (Elective)	Up to $132.00 of UCR ($150.00 retail)***	Up to $105.00
Frames (Standard)	Up to $150.00 of UCR***	Up to $ 78.00

* Enhanced Vision Plan Only

** Contact lenses are *in lieu* of eyeglass lenses and frames benefit.

*** The Insured is responsible for paying any retail charges in excess of the Plan Allowance. Corrective lenses must be prescribed by an Ophthalmologist or Optometrist

**** The Insured may use only one of the lens benefits per purchase is responsible for any charges above the Plan Allowance.

Your standard benefits package may include a 20% discount on eyeglass lens "add-on" charges for your insured eyeglass benefit.

Also included are discounts on the purchases of additional pairs of eyeglasses and contact lenses. These materials discounts are available from in-network providers.

Vision Discount Feature

Materials Discount Schedule:

Frames .....30% Off Retail
No restrictions apply.

Lenses (Uncoated Plastic-CR39, or Glass).....30% Off Retail

- Single Vision
- Bifocal (FT 25-35 & Executive)
- Trifocal (FT 7x25, 7x28, 8x35 & Executive)
- Progressives
- Zyl and Metal Mounting
-

Add-On To Base Lenses.....20% Off Retail

- Tints, Coatings & Colored Lenses
- Power over 4.00D Sphere, 2.00D Cylinder & 5.00D Prism
- Polycarbonate, High Index, Photochromatics
- Cosmetic Finishing, beveling, edging & mounting

Everyday "Frame and Lens Package Pricing": .....20% Off Retail

Contact Lenses .....20% Off Retail

Disposable Contact Lenses.....10% Off Retail

All Other Materials .....20% Off Retail

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NATIONAL GUARDIAN LIFE INSURANCE COMPANY
Madison, WI 53701-1191

This certificate explains the plan of insurance underwritten by National Guardian Life Insurance Company, and accompanies the Identification Card that is needed to use benefits. The Insured's are entitled to the vision care services described in the group Policy. This certificate is provided as a summary of the group Policy to explain the Insured's vision care benefits and describe the procedure for using these benefits. However, the group Policy alone is the contract of insurance and determines the coverage and benefits. **Please read this certificate carefully to become familiar with its coverage.**

Important Notice

Benefits are payable only for expenses incurred while an Insured's coverage is in force. No agent has the right to change the Policy or to waive any part of it.

The Policy, under which this Certificate is issued, may be amended or canceled at any time as stated in its provisions. Such an action may be taken without the consent of or notice to any person who claims rights or benefits under the policy.

The insurance under the Policy does not take the place of nor does it affect any requirements for coverage by Worker's Compensation or a similar type of insurance.

Signed for by National Guardian Life Insurance Company:

Mathew Dew, Secretary

Mark Solverud, President

■ *Introduction*

Please read this certificate booklet carefully to understand the benefits, exclusions and general provisions of your vision plan. Should you have any questions regarding your benefits or how the plan works, please refer to your booklet or you may call **800-507-3800, Customer Service.**

■ *Definitions*

As you read through your booklet, you may come across some terms you are unfamiliar with. The following definitions are used throughout this booklet and will have the meaning stated below.

Calendar Year - A period commencing on January 1 of any year and terminating on January 1 of the following year.

Coated Lenses - A substance added to a finished lens on one or both surfaces.

Contact Lens Exam (Fitting Fee) – See listed definitions under Standard Contact Lens Exam and Specialty Contact Lens Exam.

Contact Lenses, Cosmetic - Contact lenses which are not medically necessary and are constructed solely for cosmetic and/or convenience reasons. These lenses will be reimbursed in accordance with the plan Schedule of Benefits.

Contact Lenses, Medically Necessary - Contact lenses which are constructed for the medically necessary conditions described below. Reimbursement for one pair of these lenses will be considered as payment-in-full.

- Aphakia (after cataract surgery). A pair of single vision lenses or multi-focal lenses and frames can be provided with the contact lenses.
- When visual acuity cannot be corrected to 20/70 in the better eye except through the use of contact lenses (must be 20/60 or better).
- Anisometrophia of 4.0 diopters or more, provided visual acuity improves to 20/60 or better in the weaker eye.
- Keratoconus.

Note: The narrowing of visual fields due to high minus or plus corrections is *not* considered a reason for medically necessary contact lenses.

Contract Month - A period which begins on the first day of a calendar month and continues to the first day of the next calendar month.

Contract PPO Allowance – The amount a Network Provider has contractually agreed to accept as payment in full for specific covered services or materials offered to insureds.

Copayment - The amount you are required to pay the network provider for services covered under this plan.

■ *Definitions (continued)*

Cosmetic Lenses - Lenses which are constructed solely for cosmetic reasons.

Eligible Dependents –The eligible covered dependents under this contract shall be those persons who meet and continue to meet all eligibility requirements for participation in the benefits program established for the State of Kansas group by the Commission and who are listed in the eligibility file. Such eligible covered dependents shall be entitled to the services, benefits and coverage provided for in this Certificate of Insurance.

- your lawful spouse;
- each child, regardless of marital or student status, until the end of the month in which they turn 26 years of age; who is listed in the eligibility file, who is your natural child, adopted child, stepchild, foster child, or child for whom you are a legal guardian, and who is primarily dependent upon you for support and maintenance and/or as determined by the Policyholder.

Eligible Vision Expenses - Expenses incurred for services rendered which are included under the Schedule of Benefits, subject to applicable copayments and Retail Allowances.

Eligible Participants – The eligible covered persons shall be those persons who are an employee of, or participant in, the State of Kansas group; and who meet and continue to meet all eligibility requirements for participation in the benefits program established for the State of Kansas group by the Commission and who are listed in the eligibility file. Such eligible covered persons shall be entitled to the services, benefits and coverage provided for in this Certificate of Insurance.

Group Policy - The written policy between NGLIC and the Policyholder.

Insured - A covered employee of an eligible class of insurance under the Group Policy who meets all policy conditions for insurance and is covered for benefits under the Group Policy.

Member - The Insured and the Insured's covered dependent(s).

NGLIC-National Guardian Life Insurance Company.

Network Provider - Any Ophthalmologist, Optometrist or Optician acting within the scope of his or her license who has entered into a payor arrangement with SVS and has been appointed and designated by SVS as a Network Provider. Network Providers may contract for specific or limited services. Review services offered before utilizing Network Provider.

Non Network Provider - An Ophthalmologist, Optometrist or Optician acting within the scope of his or her license who has not entered into a payor arrangement with SVS.

Ophthalmologist - A physician or a doctor of medicine or osteopathy (M.D. or D.O.) who specializes in the comprehensive care of the eyes and visual system to prevent, diagnose, and treat any eye disease, disorder, or injury.

■ *Definitions (continued)*

Optician - One who is licensed to fit, adjust, and dispense eyeglasses and other optical devices on the written prescription of a licensed ophthalmologist or optometrist.

Optometrist - A doctor of optometry (O.D.) who is trained to detect and correct vision problems primarily by prescribing eyeglasses or contact lenses.

Oversized Lens - Any lens with an eyesize of 61mm or greater. Oversized lenses are not a covered benefit. Insureds requesting these lenses will be required to pay the difference in charges.

Plan Allowance – The maximum dollar value allowed for a specified benefit as outlined in the Schedule of Benefits.

Policyholder - The employer.

Radial Keratotomy - An operation to improve myopia (nearsightedness) by changing the curvature of the cornea over the pupil.

SVS – Superior Vision Services, Inc., the claims administrator for the Group Policy.

Specialty Contact Lens Exam (Fitting Fee) – For a new contact lens wearer and/or a patient who wears toric, gas permeable or multi-focal lenses. Member pays any amount over the $50.00 allowance. Includes two (2) follow up visits within three months.

Standard Contact Lens Exam (Fitting Fee) – Covered in full to member and for an existing contact lens wearer, who wears disposable, daily wear or extended wear only. Includes two (2) follow up visits within three months.

Standard Lens – Standard glass or plastic (CR39) in clear or Rose Tint #1 or #2. Any lens which will fit any frame with an eyesize less than 61mm.

Standard Frame - Any frame that has a retail value of $100.00 or less.

UCR – The usual, customary and reasonable price set by a Provider for their services or materials offered, rendered or sold.

You, Yours - The insured.

■ *Eligibility*

Eligible Class

The eligible covered persons shall be those persons who are an employee of, or participant in, the State of Kansas group; and who meet and continue to meet all eligibility requirements for participation in the benefits program established for the State of Kansas group by the Commission and who are listed in the eligibility file.

The eligible covered dependents under this contract shall be those persons who meet and continue to meet all eligibility requirements for participation in the benefits program established for the State of Kansas group by the Commission and who are listed in the eligibility file.

Eligibility for Coverage

Members of the Eligible Class qualify for coverage: (1) on the effective date of the Group Policy; or (2) if later, following the end of the waiting period specified by the Policyholder.

Eligible dependents qualify for coverage on the latter of: (1) the date you qualify for coverage; or (2) the first of the month following the date specified by the Policyholder.

Eligible employees and eligible dependents must enroll in vision coverage to be eligible for coverage under the plan. You must first be enrolled in the plan to qualify for vision coverage.

Newborn Infant Coverage

A Dependent born while the coverage is in force for an Insured is covered from the moment of birth for vision conditions. If any additional premium is required, a notice of birth together with the additional premium must be submitted to NGLIC. This must be done within 31 days after the date of birth in order to continue coverage beyond the 31-day period.

Adopted Children Coverage

A dependent child placed with you for adoption while this coverage is in force shall be covered from the first of the month coinciding with or next following the date of such placement. Such coverage will continue, unless the placement is disrupted prior to legal adoption and the child is removed from placement. If any additional premium is required, a notice of placement for adoption together with the additional premium must be submitted to NGLIC. This must be done within 31 days after the date of such placement in order to continue coverage beyond the 31-day period.

Insureds Contributions

Employees are required to contribute to the cost of this Insurance. NGLIC requires that each such employee who wishes to be insured must first enroll in the plan and make the required contribution.

■ *Eligibility (continued)*

Effective Dates

The Policyholder will determine the effective date for coverage and report that date to SVS.

Continuation of Insurance - Leave of Absence

If you are granted an approved leave of absence for a reason other than as included in the Family and Medical Leave Act of 1993, you may, by payment of the required premium to the Policyholder, continue this insurance.

Continuation of Insurance - Otherwise Normal Cessation

If a qualifying event occurs, you and your dependents may continue this insurance for the period shown below by paying the required premium to the Policyholder if your insurance ends.

In the case of an employee whose employment has been terminated or his or her hours reduced, the continuation of coverage period is 18 months beginning on the date of the qualifying event.

In the case of spouses divorced or legally separated, and dependent children who cease to qualify as dependents under the requirements of the plan, the continuation of coverage can be for a 36-month period, beginning on the date of the qualifying event.

Continuation of coverage will not be provided: (1) if the Policyholder ceases to provide any group vision plan to employees; or (2) if the employees or the dependents fail to make timely payment of any premium due; or (3) if the employee or the dependents become covered under another group vision plan or are entitled to Medicare benefits.

Family and Medical Leave Act of 1993 (FMLA)

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage and any dependents coverage you have under the Group Policy will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

Qualified Medical Child Support Orders (QMCSO)

If you are insured under the Group Policy, you may enroll your child if you have a QMCSO. Coverage as a result of a QMCSO will end once the order is no longer in effect or if alternative comparable coverage is provided to the child without interruption.

■ *Eligibility (continued)*

Termination of Insurance

National Guardian Life may terminate the coverage of all employees of a Policyholder on any premium due date. NGLIC will give the Policyholder at least one month advance written notice of such termination.

If an insured or dependent is allowed to elect to terminate this vision coverage prior to the dates listed under the Termination Date section below the Group Policy must be in force on that date.

Termination Date

Except as provided under the Continuation of Insurance Provisions the coverage of any insured will end automatically on the earliest of the following dates:

- the last day of the month in which the Insured ceases to be eligible for coverage;
- the last day of the month for which the required premium has been paid; or
- the date the Group Policy is terminated or discontinued.

Except as provided under the Continuation of Insurance Provisions the coverage of any dependent will end automatically on the earliest of the following dates:

- the last day of the month in which the dependent ceases to be an eligible dependent;
- the last day of the month for which the required premium has been paid; or
- the date the Group Policy is terminated or discontinued.

Termination of coverage will not prejudice any existing claim.

■ *Vision Insurance*

Members are given the flexibility to seek eyecare services either through a Network Provider or a Non Network Provider. Listed below are the steps which are necessary for receiving your vision benefits.

Choosing Your Network Provider

You will be provided with a list of Network Providers to select from. You and each eligible dependent may select a different provider from the list.

Network Providers have contracted with Superior Vision to accept our Contract PPO Allowance as payment in full. When you use a Network Provider for your covered services, you will only pay your Copayment(s), and any amount that exceeds your Plan Allowance.

How the Plan Works - Network Provider

Once you or your dependents elect to use a Network provider, you are encouraged to notify your provider that you are a member of the Superior Vision Plan at the time you make your appointment. This will enable the provider to call ahead to SVS for your authorization number.

Eligibility must be confirmed prior to the provision of services as presentation of the I.D. card does not, in itself, guarantee eligibility.

It is recommended (but not required) that you use the I.D. card as it will facilitate the process of identification and it will also provide detailed information about your plan benefits. Your covered dependents are not provided individual I.D. cards but can use *your* I.D. card to identify themselves. Services *can* be provided without the use of an I.D. card after proper personal identification is made to the provider.

After eligibility is established, and an authorization number is received by the provider, services will be rendered. There is nothing else that you need to do except pay the provider directly for any appropriate copayments or charges above the covered benefits. Your provider will take care of all of the paperwork.

Providers who elect to participate in the Superior Vision Network may contract for limited or specific services. Check to make sure the provider you are utilizing is contracted to provide the services you request.

Network Provider Benefits

When you receive services or materials from a Network Provider, the Group Policy provides benefits as listed in the Schedule of Benefits. You only pay the provider directly for any applicable copayments, charges which exceed your Plan Allowance and any charges for non-covered items.

In-store promotion, discount, or sale: your insurance benefits are not intended for use in conjunction with these types of offers, nor are Network providers contractually obligated to provide discounts in addition to their Contractual PPO Allowance. If you choose to utilize the sale, coupon, or other promotion, you pay for all charges in full and submit the receipts to the Claims Payor. The reimbursement will be based on the Non Network" reimbursement schedule.

Choosing a Non Network Provider

Should you elect, you or your dependents may seek services from any licensed Ophthalmologist, Optometrist, and/or dispensing Optician who is not a Network Provider.

How the Plan Works – Non Network Provider

Once you or your dependents elect to use a Non Network Provider it is important that you first call **Superior Vision Services Member Service Department at 1-800-507-3800** to receive your own authorization number. You may then call your provider and make an appointment.

After receiving services and paying in-full for the examination and/or materials (you do not pay a copayment to the non network provider), submit your *original* itemized billing received from the provider, along with your authorization number, to the SVS Claims Administration office listed below.

You will be reimbursed according to the schedule of allowances for non network providers, less any required copayments.

Member Services/Claims Administration Offices
P.O. Box 967
Rancho Cordova, CA 95741

Non Network Provider Benefit

When you receive treatment from a Non Network Provider, the frequency of services allowed, and the copayment, if any, will be the same as when received from a Network Provider, but the maximum benefit payable shall be in accordance with the amounts shown in the Non Network Schedule of Benefits.

You will be responsible for all charges for services provided from a Non Network provider. Reimbursement will be made in accordance with the allowances outlined in the Non Network Schedule of Benefits.

■ *Schedule of Benefits*

Please see the insert located in the front of this booklet for the Schedule of Benefits including:

- Copayment Amounts
- Benefit Frequency
- Covered Benefits

Comprehensive Examination

The Comprehensive Examination must include, but is not limited to, the following:

A. Case history.
B. Visual health evaluation, to include:
    1. Internal and external examinations with direct and indirect ophthalmoscopy.
    2. Pupillary reflexes and motility evaluation.
    3. Biomicroscopy.
    4. Gross visual fields.
    5. Tonometry.
C. Refractive state evaluation, to include:
    1. Visual acuity uncorrected and best corrected acuity.
    2. Subjective refraction with accommodative function.
    3. Objective refraction by retinoscopy or autorefractor.
    4. Keratometry.
D. Binocular function.
E. Diagnosis and treatment plan.

■ *Limitations and Exclusions (Enhanced Plan)*

Limitations

Benefits for the materials listed below are limited and will be paid in accordance with the applicable Schedule of Benefits unless otherwise indicated at the time of employee or dependent eligibility verification. In each case, benefits for expenses that are fully covered by this plan can be applied toward the purchase of these materials:

- Faceted lenses
- Polycarbonate and high-index lenses
- Polaroid and laminated lenses
- Transitions and photochromic lenses
- Slab-off lenses
- Prism lenses
- Tints (except Rose Tint #1 & #2)
- Oversize charge for lenses larger than 60mm
- A frame that costs more than the plan allowance
- Additional costs for contact lenses over the allowance

Exclusions

The following conditions, procedures and/or materials are NOT covered unless otherwise indicated at the time of employee or dependent eligibility verification:

- Replacement frames and/or lenses except at normal intervals when services are otherwise available
- Non-prescription (plano) lenses
- Orthoptics or vision training and any associated supplemental testing
- Frame cases
- Low (subnormal) vision aids
- Eye examinations required by the employer as a condition of employment
- Conditions covered by worker's compensation
- Benefits provided under your medical insurance
- Medical or surgical treatment of the eyes
- Any eyewear designed to meet safety requirements in the workplace
- Charges incurred after (a) the Policy ends; or (b) the Insured's coverage under the Policy ends, except as stated in the Policy;
- Experimental or non-conventional treatment or device;
- Services and materials provided by another vision plan except in the case of Coordination of Benefits;
- Blended bifocal lenses
- Groove, Drill or Notch, and Roll and Polish;
- Two (2) pairs of glasses, in lieu of bifocals, trifocals or progressives;
- Cosmetic items
- Polished bevel lenses

■ *General Provisions*

Notice of Claim

Written notice of claim must be given within 30 days after loss or as soon as reasonably possible. The notice can be given to NGLIC at its home office in Madison, Wisconsin or to NGLIC's agent, Superior Vision Services. Notice should include sufficient information to identify the Insured.

Claim Forms

When NGLIC or Superior Vision Services receives the notice of claim, NGLIC or Superior Vision Services will send the forms for filing proof of loss. If these forms are not sent within 15 days, the claimant will meet the proof of loss requirement by giving NGLIC or Superior Vision Services a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

Proof of Loss

Written proof of loss must be given to NGLIC or Superior Vision Services within 90 days after the date of loss. NGLIC or Superior Vision Services will not deny the claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to NGLIC or Superior Vision Services within one year unless you are legally incapable of doing so.

Physical Examination

While a claim is pending, NGLIC reserves the right to examine, as often as NGLIC may reasonably require, the person whose condition is the basis of the claim. Any such examination will be at NGLIC's expense.

Payment of Claims

Benefits will be paid to you unless an assignment of benefits has been requested by you to make the payment directly to the provider of care. Benefits due and unpaid at your death will be paid to your estate. Any payments so made will release NGLIC from all further liability to the Insured to the extent of the payments made.

Time of Payment

NGLIC will pay all benefits due immediately upon receipt of due written proof of loss.

Legal Action

No lawsuits may be brought to recover on the Group Policy until 60 days after written proof of loss has been given to NGLIC. No lawsuit may be brought more than five years after proof is required to be filed.

Incontestability

Your or your insured dependent's insurance has a contestable period starting with the effective date of the insurance and continuing for 2 years while you or your insured dependent are living. During those 2 years, NGLIC can contest the validity of your or your insured dependent's insurance because of inaccurate or false information received relating to your or your insured dependent's insurability. Only statements that are in writing and signed by you or your insured dependent can be used to contest the insurance.

Conformity to Law

Any provision of the Group Policy which, on its Effective Date, is in conflict with the statutes of the jurisdiction in which it was issued is changed to conform to the minimum standards of those statutes.