



MEMBER CERTIFICATE

SUPERIOR VISION OF TEXAS

11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670
1-800-507-3800

from  **VersantHealth™**

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Block Vision of Texas' toll free telephone number for information or to make a complaint at:

1-800-507-3800

You may also write to Superior Vision of Texas at:

11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM CLAIM OR DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact Superior Vision of Texas 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 Superior Vision of Texas' para informacion o para someter una queja al:

1-800-507-3800

Usted tambien puede escribir a Superior Vision of Texas al:

11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670

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, Texas 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Superior Vision of Texas 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.

SUPERIOR VISION OF TEXAS

MEMBER CERTIFICATE

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PLEASE READ THIS MEMBER CERTIFICATE AND ATTACHMENTS CAREFULLY.

IMPORTANT CANCELLATION INFORMATION - PLEASE READ THE PROVISION ENTITLED "CANCELLATION / TERMINATION."

A. Definitions

Capitalized terms in this Certificate, unless otherwise defined or the context otherwise requires, shall have the meanings set forth below.

Copayment Amount specified herein which is due and payable by the Member directly to a participating Provider for particular Covered Services provided by that provider, and which is in addition to Premiums paid to Superior Vision of Texas under the Group Contract.

Covered Services Vision care services and supplies described in this Certificate (and the attached Patient Benefit Schedule) for which a Member is entitled to receive benefits.

Dependent The spouse, child, stepchild, adopted child or a child who has become the subject of a suit for adoption by the Subscriber, where the Subscriber has the legal responsibility for the health care of such child, grandchild (who is a dependent for federal tax purposes), or legal ward of a Subscriber who is (a) under 26 years old; or (b) of any age if he or she is both (1) incapable of self-sustaining work due to mental or physical incapacity and (2) supported by the Subscriber. The dependent does not have to live with the Subscriber as long as the Subscriber has legal responsibility for the health care of such dependent pursuant to law or an order requiring the Subscriber to provide medical support pursuant to the Texas Family Code. The residence of any child whose coverage under this Member Certificate for Covered Services is required by a medical support order may be anywhere in the United States. Proof of the child's condition as stated in Item (b) must be submitted to Superior Vision of Texas within 31 days after the date the child ceases to qualify under the age limitation stated above.

Eligible Employees Persons duly employed by the Group as of the Effective Date of the Group Contract and who live in the Superior Vision of Texas service area.

Facility Approved Provider(s) offices offering prepaid vision services to Members.

Group	Employer, association, municipality, labor union, or other organization that finances or otherwise maintains health care benefits plan for the benefit of eligible persons affiliated with the Group, and that has entered into the Group Contract with Superior Vision of Texas from which this Certificate arises.
Member(s)	Subscribers and Dependents who live within the Superior Vision of Texas service area and are eligible for coverage under and properly enrolled with Superior Vision of Texas under the Group Contract from which this Certificate arises, or as the context requires, other Superior Vision of Texas Group Contracts. There is no age limit for Subscribers or Dependents unless, however, a Subscriber or Dependent becomes eligible for the same coverage offered hereunder pursuant to a governmental health insurance program.
Patient Benefit Schedule	List of Covered Services (and applicable Copayments and other Patient Charges, if any) that is attached to and made a part of this Certificate.
Patient Charges	Direct charges which are due and payable to a Provider for the Covered Services listed in the Patient Benefit Schedule, including Copayments, and other similar charges, if any.
Premiums	Fees that the Group must remit to Superior Vision of Texas each calendar month during the term of the Group Contract from which this Certificate arises.
Provider	A licensed optometrist, ophthalmologist, or other eye care professional, practitioner, facility, or related legal entity, who has contracted with Superior Vision of Texas to provide vision care services to Members.
Subscriber	You (the enrolled employee / Member).
Superior Vision of Texas	Block Vision of Texas, Inc. d/b/a Superior Vision of Texas

B. Effective Date / Eligibility

Coverage for Eligible Employees and Dependents who enroll before the effective date of the Contract will begin on the effective date. After the effective date, coverage for newly Eligible Employees and their Dependents will begin upon satisfying the Group's required waiting period after the employee submits a completed enrollment form. Dependents may be added after a change of status, such as marriage, adoption (including a child who has become the subject of a suit for adoption by the Subscriber, where the Subscriber has legal responsibility for the health care of the child), or birth (newborns), on the first day of the month after the change in status. If newly Eligible Employees or Dependents are not enrolled within thirty-one (31) days of first becoming eligible, they cannot be added until the Group's next open enrollment period, except for changes in status, such as divorce.

C. Covered Services (Benefits)

The Superior Vision of Texas Patient Benefit Schedule (copy attached) describes the Covered Services (i.e., professional services and/or prescription eyewear benefits) which members can receive. The Patient Benefit Schedule also lists Patient Charges that apply to Members' receipt of Covered Services. Patient Charges must be paid to Providers in accordance with office protocols. The Patient Benefit Schedule is subject to change in accordance with the Group Contract.

Urgently needed Covered Services will be provided to Members by participating Providers within a time frame consistent with the Member's condition, including after-hours care which Members may access by contacting their Superior Vision of Texas Provider or Superior Vision of Texas. If urgent Covered Services are not available through a participating Provider, Superior Vision of Texas will, upon the request of a participating Provider, within the time appropriate to the circumstances relating to the delivery of the Covered Services and the condition of the Member, but in no event to exceed five business days after receipt of reasonably requested documentation, allow a referral to a non-participating vision care provider and shall fully reimburse such non-participating provider at the usual and customary fee or an agreed rate. If the need for urgent Covered Services occurs during a Member's temporary absence from the service area and service cannot be delayed until the Member's return to the service area, such urgently needed Covered Services will be provided to Members by non-participating providers out of the service area within a time frame consistent with the Member's condition.

D. Appointments

Simply make an appointment with a listed Provider. Let the doctor know your Group's name, Plan number, and your vision benefit ID number. This information is specified in your Patient Benefit Schedule. Show your ID card

when you arrive for your appointment. There are no claims or paperwork for you to file.

E. Exclusions

Superior Vision of Texas covers only professional wellness vision care services and/or the prescription eyewear that is described in the Patient Benefit Schedule. No other services or supplies are covered, and the Member shall be financially responsible for any services provided which are not Covered Services and for services/materials in excess of the covered plan benefit allowances. Inquiries, medical eye care services, therapeutic treatments, surgical treatments, emergency care, and hospitalization are not covered.

F. Problems and Complaints

Most problems can be solved directly with your Provider or his or her office staff. You can also call Superior Vision of Texas' Member Services Department at 1-800-507-3800 or you can write to Superior Vision of Texas at:

Superior Vision of Texas
11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670

Complaints about Superior Vision of Texas may be initiated orally or in writing. All complaints received by Superior Vision of Texas are investigated thoroughly and acted upon promptly. The Member will be sent a letter within five (5) business days of Superior Vision of Texas' receipt of the complaint acknowledging the date the complaint was received and describing Superior Vision of Texas' complaint procedures and timeframes. If the complaint was made orally, the acknowledgment letter will include a one-page complaint form which must be completed and returned to Superior Vision of Texas for prompt resolution of the complaint.

All complaints will be investigated and resolved within thirty (30) calendar days from the date of receipt of the written complaint or one page complaint form from the complainant. Complaints concerning Covered Services needed on an urgent basis will be resolved within one (1) business day after Superior Vision of Texas' receipt of the complaint. The complainant will be sent a letter, within such thirty (30) day timeframe, that: (1) explains Superior Vision of Texas' resolution of the complaint; (2) states the specific clinical and contractual reasons for the resolution; (3) states the specialization of any physician or provider consulted; and (4) contains a complete description of the appeal process.

If a Member is not satisfied with the resolution of the complaint, he/she may either: (1) appear in person before Superior Vision of Texas' Complaint Appeal Panel at the site at which the Member normally receives Covered Services, or at another site agreed to by the Member, and present written or oral information and request the presence of and question the person(s) responsible for making the disputed decision; or (2) address a written appeal to Superior Vision of Texas'

Complaint Appeal Panel. The Member, or his/her designated representative if he/she is a minor or disabled, are entitled to: (a) appear in person before the complaint appeal panel; (b) present alternative expert testimony; and (c) request the presence of and question any person responsible for making the prior determination that resulted in the appeal.

If a complainant requests to appear before the Complaint Appeal Panel, at least five (5) business days before the meeting, Superior Vision of Texas will provide the complainant, or his/her designated representative, with any documentation Superior Vision of Texas will present to the Complaint Appeal Panel, the specialization of any providers consulted during the investigation, and the name and affiliation of each member of the Complaint Appeal Panel.

If the complainant files a written appeal, Superior Vision of Texas will send an acknowledgement letter to the Member within five (5) business days of Superior Vision of Texas' receipt of the written request for appeal, and will complete the appeal process within thirty (30) days after the date the written request for appeal is received.

The Complaint Appeal Panel will be comprised of an equal number of Superior Vision of Texas' staff, participating providers and Members. No Member of the Complaint Appeal Panel will have been involved in the disputed decision. The provider on the complaint appeal panel must have experience and be a specialist in the field of vision care. The member(s) on the complaint appeal panel may not be Superior Vision of Texas employees.

The Member will be notified in writing of the appeal decision, including the specific clinical determination, clinical basis and contractual basis used to reach the final decision, and the toll-free telephone number and address of the Texas Department of Insurance at which the Member may submit a complaint to the Department about Superior Vision of Texas.

Superior Vision of Texas is prohibited from retaliating against a Member, including refusal to renew coverage, because he/she has filed a complaint against or appealed a decision of Superior Vision of Texas. Superior Vision of Texas is likewise prohibited from retaliating against a physician or provider, including terminating or refusal to renew a contract, because the physician or provider has, on behalf of Member, reasonably filed a complaint against or appealed a decision of Superior Vision of Texas.

Any Member who files a complaint or appeal thereby authorizes, as permitted by law, Superior Vision of Texas or its authorized designee, to review or disseminate, as necessary to the resolution of the complaint or appeal, such Member's individual medical records, without notice to the Member or any other person.

Any person, including persons who have attempted to resolve complaints through Superior Vision of Texas's complaint system process and who are dissatisfied with the resolution, may report an alleged violation of applicable law to the Texas Department of Insurance, P. O. Box 149091, Austin, Texas 78714-9091.

The commissioner shall investigate a complaint against Superior Vision of Texas to determine compliance within 60 days after the Department's receipt of the complaint and all information necessary for determination of compliance. The commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur: (1) additional information is needed; (2) an on-site review is necessary; (3) Superior Vision of Texas, the provider, or you do not provide all documentation necessary to complete the investigation; or (4) other circumstances beyond the control of the Department occur.

G. Dual Coverage

When you or your Dependents have other vision coverage under a health care benefits plan, benefits will be coordinated to avoid duplicate coverage. State rules determine which coverage is primary and must pay for benefits first. Superior Vision of Texas will coordinate benefits pursuant to such rules.

Generally, the following rules apply. A plan covering a person as an employee or Subscriber is primary to a plan covering the person as a spouse or other Dependent. For dependent children of parents which are not separated or divorced, the plan of the parent whose birthday occurs earlier in the calendar year is primary, and the plan of the other parent is secondary. For dependent children of separated or divorced parents, the plan of the parent with custody is primary; the plan of the spouse of the parent with custody is second; and the plan of the parent not having custody is third. For more details or special circumstances, please ask your Group's Benefit Representative for help.

Dual coverage can lower or eliminate your out-of-pocket expenses but cover no more than 100% of your expenses.

H. Cancellation / Termination

(A) Coverage under this Certificate may be canceled under the following circumstances:

(1) For a Member, in the case of:

(a) nonpayment of amounts due under the contract, coverage may be canceled after not less than 30 days' written notice, except no written notice will be required for failure to pay premium;

- (b) fraud or intentional misrepresentation of a material fact, except as described in section L coverage may be canceled after not less than 15 days' written notice;
 - (c) fraud in the use of services or facilities, coverage may be canceled after not less than 15 days' written notice;
 - (d) failure to meet eligibility requirements, coverage may be canceled immediately, other than the requirement that the Subscriber reside, live or work in the service area, subject to applicable continuation of coverage provisions;
 - (e) misconduct detrimental to safe plan operations and the delivery of services, coverage may be canceled immediately;
 - (f) failure of the Member and a Provider to establish a satisfactory patient-provider relationship if it is shown that Superior Vision of Texas has provided the Member with the opportunity to select an alternative Provider, the Member is notified in writing at least 30 days in advance that Superior Vision of Texas considers the patient-Provider relationship to be unsatisfactory and specifies the changes that are necessary in order to avoid termination, and the Member has failed to make such changes, coverage may be canceled at the end of the 30 day period; or
 - (g) failure of the Subscriber to reside, live or work in the service area, after 30 days' written notice, provided that coverage for a child who is the subject of a medical support order will not be canceled for failure to reside, live or work in the service area.
- (2) For a Group, in the case of:
- (a) nonpayment of Premium, after the end of the thirty (30) days grace period provided for in Section P. hereof, but the Group shall remain liable for premiums accrued during this 30 day period;
 - (b) fraud on the part of the Group, after 15 days written notice;
 - (c) Group's failure to meet the qualifying participation or contribution requirements for a period of at least six consecutive months. Superior Vision of Texas may terminate coverage upon the first renewal date following the end of the six-month consecutive period during which

the qualifying participation or contribution requirement was not met; or

- (d) Group no longer having any Member that resides, lives or works in the service area, after 30 days' written notice.

- (B) Either the Group or Superior Vision of Texas may terminate the coverage under this Certificate effective as of any Renewal Date, by providing at least sixty (60) days' prior written notice to the other party. In the case of a material change by Superior Vision of Texas to any provision of the Group Contract or this Certificate, Group may cancel the Group Contract including this Certificate after not less than 30 days' written notice to Superior Vision of Texas.

I. Continuation of Benefits (COBRA)

For employer Groups meeting certain specifications, federal law requires the employer to offer Members the opportunity for a temporary extension of their Coverage (called COBRA continuation coverage) at group rates in certain instances where Coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the federal law, if your Group meets the applicable specifications.

Subscribers generally have a right to choose COBRA continuation coverage if you lose your group Coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are Dependent spouse of a Subscriber, you generally have the right to choose COBRA continuation coverage for yourself if you lose your group Coverage for any of the following four reasons:

1. The death of your Subscriber spouse;
2. A termination of your Subscriber spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your Subscriber spouse; or
4. Your spouse becomes entitled to Medicare.

In the case of Dependent child of a Subscriber, he or she generally has the right to choose COBRA continuation coverage if his or her group Coverage is lost for any of the following five reasons:

1. The death of a Subscriber parent;

2. The terminating of a Subscriber parent's employment (for reasons other than gross misconduct) or a reduction in a parent's hours of employment;
3. Subscriber parent's divorce or legal separation;
4. A Subscriber parent becomes entitled to Medicare; or
5. The dependent child ceases to be a "Dependent" hereunder.

Under the law, the Subscriber or Dependent generally has the responsibility to inform the Group's Plan Administrator of a divorce, legal separation, or a child losing dependent status within 60 days of the date of the later of the event or the date on which Coverage would end because of the event. The Group generally has the responsibility to notify the Plan Administrator of the Subscriber's death, termination, reduction in hours of employment or Medicare entitlement. Similar rights may apply to certain retirees, spouses, and dependent children if the Group commences a bankruptcy proceeding and these individual lose coverage.

When the Group's Plan Administrator is notified that one of these events has happened, the Plan Administrator should notify you that you have the right to choose COBRA continuation coverage. Under the law, you have a certain period (generally, 60 days) from the date you would lose Coverage because of one of the events described above to inform the Plan Administrator that you want continuation coverage. Please check with your Group to confirm the applicable period.

If you do not choose COBRA continuation coverage, your group Coverage will end.

If you choose continuation coverage, the Group generally is required to give you coverage which, as of the time coverage is being provided, is identical to the Coverage provided under the plan to similarly situated employees or family members. The law requires generally that you be afforded the opportunity to maintain COBRA continuation coverage for three years unless you lost group coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period generally is 18 months. This 18 months may be extended to 36 months from termination of employment if other events (such as a death, divorce, legal separation, or Medicare entitlement) occur during that 18 month period.

The 18-month period may be extended to 29 months if an individual is determined to be disabled (for Social Security disability purposes) and the Plan Administrator is notified of that determination within 60 days. The affected individual must also notify the Plan Administrator within 30 days of any final determination that the individual is no longer disabled. In no event will COBRA continuation coverage last beyond three years from the date of the event that originally made a Member eligible to elect coverage.

However, the law also provides that your continuation coverage may be cut short for any of the following five reasons:

1. The Group no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid on time;
3. You become covered under another group health plan that does not contain any exclusion or limitation with respect to any preexisting condition you may have;
4. You become entitled to Medicare; or
5. You extended coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

Under the law, you may have to pay all or part of the premium for your COBRA continuation coverage not later than the 45th day after the initial election of COBRA and on any due date thereafter. There is a grace period of at least 30 days for payment of the regularly scheduled premium.

If you have any questions about COBRA, please contact the Group's Benefits Representative.

J. Continuation Rights for Certain Dependents

If a Family Member would otherwise lose coverage because the Employee dies or retires, or the relationship with the Employee is terminated due to divorce, including annulment or legal separation, the Family Member may continue coverage under this Certificate of Coverage as follows:

- (1) The continuation coverage will be the same coverage provided under this Certificate of Coverage and is not conditioned in any way on the Family member's health status or condition.
- (2) This continuation coverage does not include Family members under this Certificate for less than one year, except for dependent children less than one year of age.
- (3) The premium charged for this continuation coverage will be the same premium charged for all other Members covered by this Certificate of Coverage.

Election of Continuation Coverage

To elect this continuation coverage, the Employee, his or her personal representative or the Family Member must notify the Group within 15 days of the Employee's death, retirement or divorce and, upon receipt of

such notice, the Group will immediately give written notice to each affected Family Member. The Family Member must give written notice to the Group of its desire to continue coverage under this Certificate of Coverage within 60 days of the Employee's death, retirement or divorce. Coverage under this Certificate of Coverage will remain in effect during the 60 day period, provided that written notice is given, and the required premium paid, within the 60 day period.

This continuation coverage will be concurrent with any other continuation coverage provided for in this Certificate of Coverage.

Termination of Continuation Coverage

This continuation coverage will terminate upon the earliest of the following:

1. The day a premium payment is due and unpaid;
2. The day the Family Member becomes eligible for substantially similar coverage under another insurance policy, subscriber contract, prepayment plan or by any other plan or program providing substantially similar benefits;
3. The date that is 3 years from the date of the Employee's death, retirement or divorce; or
4. The date the Group Enrollment Agreement is terminated.

K. Additional Continuation Coverage Under State Law

Following completion of continuation of coverage provided under COBRA (see Section I. above) or continuation of coverage provided for certain dependents (see Section J. above), a Member shall have the option to continue coverage as provided in this section.

Any Subscriber or Dependent who has been continuously covered for at least three (3) months immediately prior to termination under this Certificate of Coverage or under any group contract providing similar services which this certificate replaced, and whose coverage is terminating for any reason except involuntary termination for cause, shall be entitled to continue coverage, subject to the eligibility provisions set forth below:

1. The Subscriber or the Dependent must request continuation of this coverage, in writing, within 60 days of the later of (a) the date coverage under this Certificate of Coverage would otherwise terminate, or (b) the

date the Subscriber or Dependent is given notice of the right of continuation by the Group.

2. The Subscriber or Dependent electing continuation coverage under this provision must pay to the Group not later than the 45th day after the initial election of coverage and on a monthly basis thereafter, in advance, the premium contribution required by the Group, plus up to two percent of the Group's premium rate for the coverage being continued, by the due date for each premium payment. There is a grace period of at least 30 days of the due date on any regularly scheduled premium.
3. The Subscriber's or Dependent's written election for continuation, must be given to the Group within 60 days of the later of (a) the date coverage under this Certificate of Coverage would otherwise terminate; or (b) the date the Subscriber or Dependent is given notice of the right of continuation by the Group.

Continued coverage under this provision will terminate on the earliest to occur of the following:

1. Nine (9) months after the date the election for continued coverage is made for Subscribers or Dependents not eligible for COBRA or six (6) additional months following any continuation coverage under COBRA for Subscribers or Dependents eligible for COBRA;
2. the date on which failure to pay premium would terminate coverage;
3. the date on which the Member is covered for similar services and benefits by another hospital, surgical, medical, or major medical expense insurance policy or hospital or medical service subscriber contract or medical practice or other prepayment plan or any other plan or program; or
4. the date on which the Group Contract terminates in its entirety.

L. Incontestability

All statements made by a Subscriber on the enrollment application shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of the Subscriber's knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew an enrollee's coverage or reduce benefits unless: (i) it is in a written enrollment application signed by the Subscriber; and (ii) a signed copy of the enrollment application is or has been furnished to the Subscriber or the Subscriber's personal representative. Superior Vision of Texas may only contest coverage because of fraud or intentional misrepresentation of material fact on the enrollment application. Superior Vision of Texas may increase its Premium to the

appropriate level if Superior Vision of Texas determines that Subscriber made a material misrepresentation on the application. Superior Vision of Texas must provide the Group 31 days prior written notice of any Premium rate change.

M. Claim Rules

These rules apply if a charge is made to a Member for any service or supply which is covered under this plan.

Superior Vision of Texas must be given written proof of the loss for which claim is made hereunder. This proof must cover the occurrence, character and extent of that loss. It must be furnished by the Member or provider within ninety (90) days after the date of the loss. Specific claim forms are not required but the Member or provider needs to specify the name of the Member, the nature of the service, the amount charged, and the name of the provider.

Claims for such services or supplies will be processed as follows:

- A. Fifteen (15) days after receipt of claim, Superior Vision of Texas shall:
- (1) acknowledge receipt of claim;
 - (2) commence investigation of claim; and
 - (3) request all information from the provider and/or Member as deemed necessary by Superior Vision of Texas.
- B. No later than fifteen (15) business days after receipt of all information required by Superior Vision of Texas to secure formal proof of loss, Superior Vision of Texas will:
- (1) notify claimant in writing of acceptance or rejection of claim. If the claim is rejected, the notice will state the reasons for the rejection; or
 - (2) notify claimant in writing of the reasons Superior Vision of Texas needs additional time.
- No later than forty-five (45) days after the notice in subparagraph B. (2) is given, Superior Vision of Texas will accept or reject the claim.
- C. If Superior Vision of Texas notifies the claimant that the claim will be paid, it will be paid no later than five (5) business days after notice was made.

N. Continuity of Treatment

Reasonable advance notice shall be given to a Member of the impending termination of a physician or provider who is currently treating the Member. A Member, who has a special circumstance such that the physician or provider reasonably believes that discontinuing care by the treating physician or provider could cause harm to the Member, will be allowed to continue to see the treating physician or provider while the special circumstance continues to exist. The Member will not be charged for services rendered by the treating physician or provider unless treatment is extended beyond 90 days from the effective date of termination. Based upon the nature of the wellness vision care services covered by Superior Vision of Texas, however, it is unlikely that the need for continuity of treatment will arise.

O. Service Area

The Service Area of Superior Vision of Texas includes all counties in the State of Texas.

P. Grace Period

Unless the Group Contract is terminated, a grace period of 30 days is allowed for the payment of any premium falling due after the first premium during which the coverage remains in effect. A charge may be added to the Premium by Superior Vision of Texas for late payment received within the grace period. If payment is not received within the 30 days, coverage may be cancelled after the 30th day and the terminated Members may be held liable for the cost of services received during the grace period.

Q. Entire Agreement

The Group Contract, the Group application, this Member Certificate, and amendments and attachments thereto and hereto represent the entire agreement between Superior Vision of Texas and your Group. Any change in these documents must be approved by an officer of Superior Vision of Texas and attached thereto. No agent (other than an officer of Superior Vision of Texas) has the authority to change these documents or waive any of their provisions.

R. Conformity With Law

In the event this Member Certificate contains any provision not in conformity with applicable laws, this Member Certificate shall not be rendered invalid but shall be construed and applied so as to be in full compliance with applicable laws.

S. Premium Rates

All premiums are payable for coverage under the Group Contract in accordance with the premium rate schedule contained therein. Premiums are payable to Superior Vision of Texas and must be paid by the Group from the Group's funds or from funds contributed by you, or from both. Written notice of the amount of a premium increase and the date on which the increase is to take effect will be provided to the Group not less than 60 days prior to the effective date of the premium increase.

T. Certificate

Each Subscriber will be provided with a Member Certificate which is a part of the Group Contract as if fully incorporated therein. Such Member Certificate may be delivered electronically by your Group on behalf of Superior Vision of Texas. Any direct conflict between the Group Contract and the Member Certificate will be resolved according to the terms which are most favorable to the Subscriber.

Attachment

Description of Benefit Plan Terms and Conditions, including Patient Benefit Schedule

(Attach here a copy of the Description of Benefit Plan Terms and Conditions, including applicable Patient Benefit Schedule.)

SUPERIOR VISION OF TEXAS

DESCRIPTION OF VISION CARE BENEFIT PLAN TERMS AND CONDITIONS

1. Coverage under the Vision Care Benefit Plan

The entity providing the coverage under this Vision Care Benefit Plan is named Block Vision of Texas, Inc. d/b/a Superior Vision of Texas (“Superior Vision of Texas”), a Texas Health Maintenance Organization.

2. Obtaining Additional Information

Additional information regarding this Vision Care Benefit Plan, including provider information, may be obtained by writing to the following address or telephoning the following toll-free number:

Superior Vision of Texas
11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670
1-800-507-3800

3. Covered Services and Benefits

The services and benefits covered by this Vision Care Benefit Plan (Covered Services) are reflected in the Patient Benefit Schedule that are attached to and made a part of this Description of Vision Care Benefit Plan Terms and Conditions.

4. Emergency Care Services and Benefits

This Vision Care Benefit Plan is a vision wellness program and is not intended to cover “Emergency care” services as such term is defined under Section 843.002 (7) of the Texas Insurance Code. Covered Services needed on an urgent basis will be provided to Members within a timeframe consistent with Member’s condition, including after-hours care which Members may access by contacting their Superior Vision of Texas Provider or Superior Vision of Texas.

5. Out of Area Services and Benefits

If the need for urgent Covered Services occurs during a Member’s temporary absence from the service area and service cannot be delayed until the Member’s return to the service area, such urgently needed Covered Services will be provided to Members by non-participating providers out of the service area within a time frame consistent with the member’s condition.

6. Member's Financial Responsibility

The Member's financial responsibility, if any, for the payment of premiums is a fixed monthly prepaid charge as determined at the time the group coverage becomes effective. A Member is also financially responsible for the payment of the following: (1) copayments when the Member receives Covered Services that require a copayment; (2) services or supplies which are not Covered Services; and (3) services/materials in excess of the covered plan benefit allowance. A listing of the Covered Services requiring a copayment and non-covered services/materials is contained in the Patient Benefit Schedules that are attached to and made a part of this Description of Vision Care Benefit Plan Terms and Conditions. Superior Vision of Texas participating providers have agreed to look only to Superior Vision of Texas for payment of Covered Services and not to Members for payment of Covered Services, except as set forth in this Description of Vision Care Benefit Plan Terms and Conditions.

7. Limitations and Exclusions

Superior Vision of Texas covers only professional wellness vision care services and/or the prescription eyewear that is described in the Patient Benefit Schedules attached hereto and made a part hereof. No other services or supplies are covered, and the Member shall be financially responsible for any services provided which are not Covered Services and for services/materials in excess of the covered plan benefit allowances. Inquiries, medical eye care services, therapeutic treatments, surgical treatments, emergency care, and hospitalization are not covered.

8. Prior Authorization

When scheduling an appointment with a Superior Vision of Texas participating provider, it is the Member's responsibility to inform the provider of Member's Group Name and Vision Benefit ID Number. Thereafter, the provider will verify the Member's eligibility for the Covered Services prior to rendering the Covered Services. If provider does not follow the eligibility verification process, Member shall have no financial responsibility for Covered Services if he/she is eligible to receive same. Based upon the nature of the wellness vision care services covered by Superior Vision of Texas, the only requirement for Member to receive Covered Services is that he/she be eligible for the Covered Services. Accordingly, Superior Vision of Texas does not conduct preauthorization review, concurrent review, post service review or post payment review.

9. Continuity of Treatment

Reasonable advance notice shall be given to a Member of the impending termination of a physician or provider who is currently treating the Member. A

Member who has a special circumstance such that the physician or provider reasonably believes that discontinuing care by the treating physician or provider could cause harm to the Member, will be allowed to continue to see the treating physician or provider while the special circumstance continues to exist. The Member will not be charged for Covered Services rendered by the treating physician or provider unless treatment is extended beyond 90 days from the effective date of termination. Based upon the nature of the wellness vision care services covered by Superior Vision of Texas, however, it is unlikely that the need for continuity of treatment will arise.

10. Complaint Resolution Procedures

Complaints about Superior Vision of Texas may be initiated orally or in writing. All complaints received by Superior Vision of Texas are investigated thoroughly and acted upon promptly. The Member will be sent a letter within five (5) business days of Superior Vision of Texas' receipt of the complaint acknowledging the date the complaint was received and describing Superior Vision of Texas' complaint procedures and timeframes. If the complaint was made orally, the acknowledgment letter will include a one-page complaint form which must be completed and returned to Superior Vision of Texas for prompt resolution of the complaint.

All complaints will be investigated and resolved within thirty (30) calendar days from the date of receipt of the written complaint or one page complaint form from the complainant. Complaints concerning Covered Services needed on an urgent basis will be resolved within one (1) business day after Superior Vision of Texas' receipt of the complaint. The complainant will be sent a letter, within such thirty (30) day timeframe, that: (1) explains Superior Vision of Texas' resolution of the complaint; (2) states the specific clinical and contractual reasons for the resolution; (3) states the specialization of any physician or provider consulted; and (4) contains a complete description of the appeal process.

If a Member is not satisfied with the resolution of the complaint, he/she may either (1) appear in person before Superior Vision of Texas' Complaint Appeal Panel at the site at which the Member normally receives Covered Services, or at another site agreed to by the Member, and present written or oral information and request the presence of and question the person(s) responsible for making the disputed decision, or (2) address a written appeal to Superior Vision of Texas' Complaint Appeal Panel. The Member, or his/her designated representative if he/she is a minor or disabled, are entitled to (a) appear in person before the complaint appeal panel; (b) present alternative expert testimony; and (c) request the presence of and question any person responsible for making the prior determination that resulted in the appeal.

If a complainant requests to appear before the Complaint Appeal Panel, at least five (5) business days before the meeting, Superior Vision of Texas will provide the complainant, or his/her designated representative, with any documentation Superior Vision of Texas will present to the Complaint Appeal Panel, the specialization of any providers consulted during the investigation and the name and affiliation of each member of the Complaint Appeal Panel.

If the complainant files a written appeal, Superior Vision of Texas will send an acknowledgement letter to the Member within five (5) business days of Superior Vision of Texas' receipt of the written request for appeal, and will complete the appeals process within thirty (30) days after the date the written request for appeal is received.

The Complaint Appeal Panel will be comprised of an equal number of Superior Vision of Texas' staff, participating providers and Members. No Member of the Complaint Appeal Panel will have been involved in the disputed decision. The provider on the complaint appeal panel must have experience and be a specialist in the field of vision care. The Member(s) on the complaint appeal panel may not be Superior Vision of Texas employees.

The Member will be notified in writing of the appeal decision, including the specific clinical determination, clinical basis and contractual basis used to reach the final decision, and the toll-free telephone number and address of the Texas Department of Insurance at which the Member may submit a complaint to the Department about Superior Vision of Texas.

Based upon the nature of the wellness vision care services covered by Superior Vision of Texas, the only requirement for Member to receive Covered Services is that he/she be eligible for the Covered Services. Thus, Superior Vision of Texas does not conduct utilization review and there are no utilization review decisions for which an adverse determination may be rendered or for which a Member will be entitled to review by an independent review organization.

Superior Vision of Texas is prohibited from retaliating against a group contract holder or Member because the group contract holder or Member has filed a complaint against or appealed a decision of Superior Vision of Texas. Superior Vision of Texas is likewise prohibited from retaliating against a physician or provider, including terminating or refusal to renew a contract, because the physician or provider has, on behalf of Member, reasonably filed a complaint or appealed a decision of Superior Vision of Texas.

Any Member who files a complaint or appeal thereby authorizes, as permitted by law, Superior Vision of Texas or its authorized designee, to review or disseminate, as necessary to the resolution of the complaint or appeal, such Member's individual medical records, without notice to the Member or any other person.

Any person, including persons who have attempted to resolve complaints through Superior Vision of Texas's complaint system process and who are dissatisfied with the resolution, may report an alleged violation of applicable law to the Texas Department of Insurance, P. O. Box 149091, Austin, Texas 78714-9091.

The commissioner shall investigate a complaint against Superior Vision of Texas to determine compliance within 60 days after the Department's receipt of the complaint and all information necessary for determination of compliance. The commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur: (1) additional information is needed; (2) an on-site review is necessary; (3) Superior Vision of Texas, the provider, or you do not provide all documentation necessary to complete the investigation; or (4) other circumstances beyond the control of the Department occur.

11. Listing of Providers Participating with Superior Vision of Texas

A listing of the providers currently participating with Superior Vision of Texas and their locations is available on Superior Vision of Texas' website at www.superiorvision.com. This list is updated on at least a quarterly basis. You may also call 1-800-507-3800 for assistance with finding a participating provider. All Superior Vision of Texas participating providers will accept new Superior Vision of Texas Members.

Please contact Superior Vision of Texas at 1-800-507-3800 for assistance if you receive a bill for Covered Services from any participating Provider.

12. Service Area

The Service Area of Superior Vision of Texas includes all counties in the State of Texas.

PATIENT BENEFIT SCHEDULE

L0137

I. COVERED SERVICES

A. Comprehensive Eye Examination

Members can receive a Comprehensive Eye Examination (as described below) according to the Frequency Schedule described below.

B. Prescription Eyewear

When it is determined based upon the Comprehensive Eye Examination that the Member requires prescription eyewear, the Member may receive eyewear coverage as follows:

a. Frame

Eyeglass frames with a retail value of up to \$150.00 are covered in full. Members receive a \$150.00 retail allowance toward the purchase of eyeglass frames which retail for more than \$150.00.

b. Eyeglass Lenses

Standard lenses in the following types and styles are covered:

Single Vision

Bifocal: Flat-top 25 or 28 or Round Bifocal

Trifocal: 7x25 or 7x28

Aspheric-Lenticular: Single Vision or Round Bifocal

The following lens types/options are also covered:

Scratch resistant coating

Polycarbonate lenses

Members who elect to purchase lens types/options other than those listed above receive an allowance toward the specialty lens purchase equal to the Superior Vision of Texas Provider's usual and customary retail charge for standard lenses of similar type (single vision; bifocal; or trifocal (if progressive lenses are purchased, the Member receives an allowance equal to the Superior Vision of Texas Provider's usual and customary retail charge for standard trifocal lenses)). The Member is financially responsible for the additional cost associated with the specialty lens or lens option, subject to the Eyewear Discount described below.

c. Contact Lenses

Contact lenses and related professional services with a retail value of up to \$175.00 are covered in full *in lieu of* eyeglasses. Coverage includes the complete contact lens package (contact lenses and related professional services specific to contact lens fitting, evaluation and follow-up). Members receive a \$175.00 retail allowance toward the purchase of contact lenses that retail for more than \$175.00.

d. Eyewear Discount

Members electing to receive eyewear which exceeds the coverage limits set forth above are entitled to receive up to a 20% discount toward the amount by which the retail cost of the eyewear selected exceeds applicable coverage limits (except disposable contact lenses for which no discount applies), when eyewear is received from a Superior Vision of Texas Provider. Certain Superior Vision of Texas Provider restrictions may apply.

C. Out of Network Benefit

Members have an Out-of-Network benefit option for Covered Services. To access the Out-of-Network option, the Member must call Superior Vision of Texas for eligibility verification and a claim form. A Member who elects to receive services from a non-Superior Vision of Texas Provider will be reimbursed in accordance with the following schedule, less any applicable copayment:

<u>Applicable In-Network Coverage (fully covered)</u>	<u>Applicable Out-of-Network Reimbursement</u>
Exam	\$ 35.00
Frame (\$150.00)	\$ 70.00
Single Vision Lenses	\$ 25.00
Bifocal Lenses	\$ 40.00
Trifocal Lenses	\$ 45.00
Aspheric-Lenticular Lenses	\$ 80.00
Scratch resistant coating (in addition to applicable lens amount listed above)	\$ 25.00
Polycarbonate Lenses (in addition to applicable lens amount listed above)	\$ 20.00
Contact Lenses and related professional services (\$175.00)	\$ 80.00
LASIK Services (\$200.00)	\$200.00

D. LASIK Services

Subject to the Frequency Schedule described below, Members may elect to receive laser vision correction services (“LASIK Services”) *in lieu of* the prescription eyewear described in Section I. B. above. Members electing to receive LASIK Services are entitled to an allowance of \$200.00 a Superior Vision of Texas Provider, the Member is also entitled to receive the Superior Vision of Texas Provider’s program pricing.

II. FREQUENCY SCHEDULE

A. Comprehensive Eye Examination

Members can receive a Comprehensive Eye Examination once in every twelve (12) month period beginning on the Effective Date of the Group Contract so long as the Group Contract remains in effect and the Member remains covered under it.

B. Prescription Eyewear

Members can receive a frame once in every twelve (12) month period and lenses once in every twelve (12) month period beginning on the Effective Date of the Group Contract so long as the Group Contract remains in effect and the Member remains covered under it.

C. LASIK Services

Members may elect to receive LASIK Services *in lieu of* the prescription eyewear described in Section I.B. above during a single benefit period. The LASIK Services allowance will be paid only one time per Member.

III. PROFESSIONAL SERVICE STANDARDS

A. Comprehensive Eye Examination

The Comprehensive Eye Exam shall include:

1. Medical History
2. Visual Acuities
 - a. w/correction distance and near
 - b. w/o correction distance and near
3. Cover test at 20 feet and at 16 inches
4. Versions
5. External Examination
 - a. Lids
 - b. Cornea
 - c. Conjunctiva

- d. Pupillary reaction (neurological integrity)
- e. Muscle function
- 6. Binocular measurements for far and near
- 7. Internal Examination
 - a. Ophthalmoscopy
- 8. Auto-refraction/Refraction
 - a. Far point
 - b. Near point
- 9. Tonometry (reasonable attempt or equivalent testing if contraindicated)
- 10. Retinoscopy
- 11. Biomicroscopy
- 12. Intraocular Pressure-Glaucoma Test
- 13. Slit Lamp examination

B. Contact Lens Examinations/Services

When Member elects to purchase contact lenses in lieu of eyeglasses, the eyewear coverage shall include the following professional services:

- 1. Examination;
- 2. Fitting;
- 3. Training; and
- 4. Follow-up visits.

IV. COPAYMENTS

A \$35.00 Copayment is required. The Copayment included in Member's coverage is a dual Copayment, with \$10.00 applied to the Comprehensive Eye Examination, \$25.00 applied to frame and standard lens types, regardless of whether services are received during the same visit.

V. NON-COVERED SERVICES/MATERIALS

- 1. Safety lenses and frames;
- 2. Aniseikonic lenses or special occupational lenses;
- 3. Any lens styles, options, add-ons and/or materials not listed as a covered benefit;
- 4. Special mountings (other than standard zyl, standard metal or standard half-eyes);
- 5. Orthoptics, vision training, low vision aids, or any supplemental training;
- 6. Non-prescription (plano) eyewear including plano sunglasses;
- 7. Diagnostic procedures or medical eye care services, including any such services or procedures resulting from LASIK Services;
- 8. Any examination or corrective eyewear required by an employer as a condition of employment;
- 9. Conditions covered by Worker's Compensation;

10. Any services or materials provided by another vision plan or payor, subject to the “Dual Coverage” provision of the Member Certificate;
11. Two pairs of frames and lenses in lieu of bifocals;
12. Repairs and replacements of lost or destroyed eyewear; or
13. Any eyewear exceeding the benefit allowance, subject to the applicable Eyewear Discount described above.
14. Any laser vision correction procedure subsequent to the LASIK Services.

VI. YOUR GROUP NAME:

VII. YOUR GROUP NUMBER:

VIII. YOUR VISION BENEFIT ID NUMBER:

The nine digit ID number assigned to you by Superior Vision of Texas will be your Vision Benefit ID number.

IX. HOW TO RECEIVE YOUR BENEFITS

Simply make an appointment with a listed Superior Vision of Texas Provider. When scheduling the appointment, inform them of your Group Name, Plan Number, and your Vision Benefit ID number. When you arrive for your appointment, show your identification card to the receptionist. There are no claims or paperwork for you to file.

X. SELECTING A SUPERIOR VISION OF TEXAS PROVIDER

To identify a conveniently located Superior Vision of Texas participating Provider please call Superior Vision of Texas at 1-800-507-3800 or log onto Superior Vision of Texas’ website at www.superiorvision.com. From time to time there may be additions, deletions, or changes to this list. If you wish to receive a paper copy of the Superior Vision of Texas participating Provider list you may call Superior Vision of Texas at 1-800-507-3800 to request same.

XI. QUESTIONS

If you have any questions or comments, call us at 1-800-507-3800.

