



# COMBINED INSURANCE

## Combined Insurance Company of America

111 Wacker Drive, Suite 700 • Chicago, Illinois 60601  
Administrator's Office: 4000 Luxottica Place; Mason, OH 45040

### GROUP VISION INSURANCE POLICY

**POLICY NUMBER:** 9876905  
**POLICYHOLDER:** Bloomington School District 271  
**STATE OF ISSUE:** Minnesota  
**POLICY EFFECTIVE DATE:** July 1, 2013  
**POLICY ANNIVERSARY DATE:** July 1, 2014, and each July 1 thereafter

Combined Insurance Company of America agrees to pay the benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued in consideration of the Policyholder's application (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

This Policy is a legal contract between the Policyholder and the Company.

The Policy may be modified by mutual agreement between the Policyholder and the Company.

The Policy is issued by Combined Insurance Company of America at Chicago, Illinois on the Policy Effective Date.

Signed for **Combined Insurance Company of America**

Brad Bennett, President

Carmine A. Giganti, Vice President and Secretary

**THIS IS A LIMITED BENEFIT POLICY**

*Please read the Policy carefully.*

## PREMIUMS

Premiums are payable in advance by the Policyholder. The first premium is due on the effective date of the Policy. Subsequent premiums are due on the first day of each month thereafter.

The required premium due on each premium due date is the sum of the premiums for all Insureds and their Dependents covered under the Policy. The premiums due will be determined by applying the premium rates then in effect for each plan provided by the Policy to the number of Insured Persons. All premiums are payable to the Company at the Company's home office or to any of the Company's authorized agents.

The premium due may be adjusted due to a change in insurance as requested by the Policyholder or as required by the Company as follows:

1. if an amount of insurance is added or increased during a calendar month, premiums will be increased as of the date the change becomes effective;
2. if an amount of insurance is deleted or decreased during a calendar month, premium will cease or be decreased at the end of the calendar month in which the deletion or decrease occurred;
3. if the Policyholder's contribution percentage is changed, premium will be adjusted at the end of the calendar month in which the change occurred; or
4. if the number of eligible employees increases or decreases by more than 10%, premium will be adjusted at the end of the calendar month in which the increase or decrease occurred, unless otherwise mutually agreed.

If premiums are due the Company, or premium refunds are due the Policyholder as a result of clerical error or delay in the reporting of dates and/or data to the Company, all premiums or refunds will be calculated at the current rate of premium payment and are limited to a maximum period of the current month plus three months.

**Premium Rate Change.** The Company has the right to change the premium rate on or after the fourth Policy Anniversary Date. The Company will provide written notice at least 31 days before the date of change.

**Grace Period.** A grace period of 31 days will be allowed to the Policyholder for the payment of each premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31-day period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

**Return of Premium.** The Company reserves the right to rescind the coverage for one or all Insureds due to misrepresentation or fraud on the Policyholder's application or an Insured's enrollment form, if such misrepresentation materially affected the acceptance of the risk.

If, on the date coverage is rescinded, no claims have been paid under the Policy, the Company will return all premiums paid for such coverage to the Policyholder.

If, on the date coverage is rescinded, claims have been paid under the Policy, the Company reserves the right to deduct an amount equal to the amount of such claims paid from the premiums to be returned to the Policyholder.

## TERMINATION OF POLICY

The Policyholder or the Company may terminate or cancel the Policy on the earliest of the following:

1. on any date on or after the fourth Policy Anniversary Date. Written notice must be provided to the other party at least 31 days prior to termination;
2. the date the number or percentage of persons covered under the Policy does not meet the minimum participation requirement of 10;
3. the date the required premium has not been paid, except as provided in the Grace Period provision; or
4. the date 100% of the eligible employees are not covered when a contribution is not required by the employee.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

## **CERTIFICATES**

The Company will issue a master policy to the Policyholder, and furnish an individual Certificate for each Insured to the Policyholder which will set forth the essential features of the insurance coverage.

## **ADDITIONAL INSUREDS**

Insured Persons may be added at any time if they meet the eligibility requirements stated in the Policyholder's application, complete an enrollment form, if required, and pay any required premium.

## **INCORPORATION PROVISION**

The provisions of the attached Certificate and all Rider(s) issued to amend the Policy after the Policy Effective Date are made a part of the Policy.



# COMBINED INSURANCE

**Combined Insurance Company of America**  
111 Wacker Drive, Suite 700 • Chicago, Illinois 60601  
Administrator's Office: 4000 Luxottica Place; Mason, OH 45040

## GROUP VISION INSURANCE CERTIFICATE

**POLICY NUMBER:** 9876905  
**POLICYHOLDER:** Bloomington School District 271  
**POLICY ANNIVERSARY DATE:** July 1, 2014, and each July 1 thereafter

Combined Insurance Company of America represents that the Insured Person is insured for the benefits described on the following pages, subject to and in accordance with the terms and conditions of the Policy.

The Policy is a legal contract between the Policyholder and the Company.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Certificate explains the plan of insurance. An individual identification card will be issued to the Insured containing the group name, group number and Insured's effective date. The Certificate replaces all certificates previously issued to the Insured under the Policy.

All periods of time under the Policy will begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy is issued by Combined Insurance Company of America at Chicago, Illinois on the Policy Effective Date.

Signed for **Combined Insurance Company of America**

Brad Bennett, President

Carmine A. Giganti, Vice President and Secretary

**THIS IS A LIMITED BENEFIT CERTIFICATE**  
*Please read the Certificate carefully.*

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## DEFINITIONS

Please note certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Benefit Frequency** means the period of time in which a benefit is payable.

The Benefit Frequency begins on the later of the Insured Person's effective date or last date services were provided to the Insured Person. Each new Benefit Frequency begins at the expiration of the previous Benefit Frequency.

**Co-payment** means the designated amount, if any, shown in the Schedule of Benefits each Insured Person must pay to a Provider before benefits are payable for covered Vision Examination and Vision Materials per Benefit Frequency.

**Comprehensive Eye Examination** means a comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination, biomicroscopy, examination with cyclopegia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

**Dependent** means any of the following persons whose coverage under the Policy is in force and has not ended:

1. the Insured's lawful spouse;
2. each unmarried child from birth to age 25; or
3. each unmarried child who is primarily dependent upon the Insured for support and maintenance because the child is incapable of self-sustaining employment by reason of developmental disability, mental illness or physical disability; who was so incapacitated and is an Insured Person under the Policy on his or her 25<sup>th</sup> birthday; and who has been continuously so incapacitated since his or her 25<sup>th</sup> birthday.

Child includes stepchild, legally adopted child, child legally placed in the Insured's home for adoption and child under the Insured's legal guardianship.

**Fundus Photography Examination** means the recording of a portion(s) or complete retina surface and structures.

**Insured** means an employee of the Policyholder who meets the eligibility requirements as shown in the Policyholder's application, and whose coverage under the Policy is in force and has not ended.

**Insured Person** means the Insured. Insured Person will also include the Insured's Dependents, if enrolled.

**IntraLase Initiated LASIK** means a LASIK surgical procedure in which a special laser is used instead of a blade to create the stromal flap.

**In-Network Provider** means a Provider who has signed a Preferred Provider Agreement with the PPO.

**LASEK** (Laser Assisted Epithelium Keratomileusis) means a surgical procedure that utilizes a trephine to create an epithelial flap and an alcohol solution to preserve the epithelial cells. Once the epithelial flap is created and lifted, the treatment proceeds as for traditional PRK, with light smoothing at its conclusion. The epithelial flap is then repositioned with a small spatula.

**Laser Vision Correction Procedures** means surgical procedures which permanently alter the focusing power of the eye(s) in order to change refractive errors.

**LASIK** (Laser Assisted In-Situ Keratomileusis) means a surgical procedure involving the use of a computer-controlled excimer laser to reshape the cornea (epithelium) without invading the adjacent cell layers. An automated microkeratome is used to create a stromal flap of the cornea that is lifted, and the exposed surface is reshaped using the laser. After altering the cornea curvature, the stromal flap is replaced and is adhered without stitches.

**Medically Necessary Contact Lenses** means:

1. Keratoconus where the Insured Person is not correctable to 20/30 in either or both eyes using standard spectacle lenses, or the Provider attests to the specified level of visual improvement;
2. High Ametropia exceeding -10D or +10D in spherical equivalent in either eye;
3. Anisometropia of 3D in spherical equivalent or more; or
4. vision for an Insured Person can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle.

**Out-of-Network Provider** means a Provider, located within the PPO Service Area, who has not signed a Preferred Provider Agreement with the PPO.

**Policy** means the Policy issued to the Policyholder.

**Policyholder** means the Employer named as the Policyholder in the face page of the Policy.

**PPO Service Area** means the geographical area where the PPO is located.

**Preferred Provider Agreement** means an agreement between the PPO and a Provider that contains the rates and reimbursement methods for services and supplies provided by such Provider.

**Preferred Provider Organization (“PPO”)** means a network of Providers and retail chain stores within the PPO Service Area that has signed a Preferred Provider Agreement.

**Provider** means a licensed physician or optometrist who is operating within the scope of his or her license or a dispensing optician.

**Vision Examination** means any eye or visual examination covered under the Policy and shown in the Schedule of Benefits.

**Vision Materials** means those materials shown in the Schedule of Benefits.

## EFFECTIVE DATES

**Effective Date of Insured’s Insurance.** The Insured’s insurance will be effective as follows:

1. if the Policyholder does not require the Insured to contribute towards the premium for this coverage, the Insured’s insurance will be effective on the date the Insured became eligible;
2. if the Policyholder requires the Insured to contribute toward the premium for this coverage, the Insured’s insurance will be effective on the date the Insured became eligible, provided:
  - a. the Insured has given the Company the Insured’s enrollment form (if required) on, prior to, or within 30 days of the date the Insured became eligible; and
  - b. the Insured has agreed to pay the required premium contributions; and
3. if the Insured fails to meet the requirements of 2 a) and 2 b) within 30 days after becoming eligible, the Insured’s coverage will not become effective until the Company has verified that the Insured has met these requirements. The Insured will then be advised of the Insured’s effective date.

**Effective Date of Dependents’ Insurance.** Coverage for Dependents becomes effective on the later of:

1. the date Dependent coverage is first included in the Insured’s coverage; or
2. the premium due date on or after the date the person first qualifies as the Insured’s Dependent. If an enrollment form is required, the Insured must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

If the Insured and the Insured’s spouse are both Insureds, one Insured may request to be a Dependent spouse of the other. A Dependent child may not be covered by more than one Insured.

**New Insureds.** New employees or members in an eligible class may be added from time to time when such employee or member is eligible to apply for coverage under the Policy.

**Newborn Children.** Your newborn child is covered from the moment of birth. If any additional premium is required, the premium must be submitted to Us. This must be done within 45 days after the date of birth to continue coverage beyond the first 45-day period. Should

the premium not be paid during this time We have the right to deduct Our premium from any benefit amount due You. This provision includes the coverage for an adopted newborn child when You are responsible for the expenses associated with such birth.

**Adopted Children.** If a Dependent child is placed with the Insured for adoption while the Insured's coverage is in force, this child will be covered from the date of placement for adoption. "Placement for adoption" means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of adoption of the child. The child's placement with a person terminates upon the termination of the legal obligation for total or partial support. If any additional premium is required, the premium must be submitted to Us. Claims may not be paid unless the Insured pays any required premium.

## BENEFITS

Benefits are payable for each Insured Person as shown in the Schedule of Benefits for expenses incurred while this insurance is in force.

**Comprehensive Eye Examination.** An Insured Person is eligible for one Comprehensive Eye Examination in each Benefit Frequency.

**In-Network Provider Benefits.** The Insured Person must pay any Co-payment or any cost above the allowance shown in the Schedule of Benefits at the time the covered service is provided. Benefits will be paid to the In-Network Provider who will file a claim with the Company.

**Out-of-Network Provider Benefits.** The Insured Person must pay the Out-of-Network Provider the full cost at the time the covered service is provided and file a claim with the Company. The Company will reimburse the Insured Person for the Out-of-Network Provider benefits up to the maximum dollar amount shown in the Schedule of Benefits.

**Vision Materials.** If a Vision Examination results in an Insured Person needing corrective Vision Materials for the Insured Person's visual health and welfare, those Vision Materials prescribed by the Provider will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- *Lenses* provided one time in each Benefit Frequency.
- *Frame(s)* provided one time in each Benefit Frequency.
- *Contact Lenses* provided one time in each Benefit Frequency in lieu of lenses.

## LIMITATIONS

Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

## EXCLUSIONS

No benefits will be paid for services or materials connected with or charges arising from:

1. orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
2. medical and/or surgical treatment of the eye, eyes or supporting structures;
3. any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear;
4. services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
5. plano (non-prescription) lenses;
6. non-prescription sunglasses;
7. two pair of glasses in lieu of bifocals;
8. services or materials provided by any other group benefit plan providing vision care;
9. services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; and;
10. lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.



This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims.

### TERMINATION OF INSURANCE

The Policyholder or the Company may terminate or cancel the Policy as shown in the Policy.

**For All Insureds.** The Insureds' insurance will cease on the earliest of the following dates:

1. the date the Policy ends;
2. the end of the last period for which any required premium contribution agreed to in writing has been made;
3. the date the Insured is no longer eligible for insurance; or
4. the date the Insured's employment with the Policyholder ends. The Policyholder may, at the Policyholder's option, continue insurance for individuals whose employment has ended, if the Policyholder:
  - a. does so without individual selection between Insureds; and
  - b. continues to pay any premium contribution for those individuals.

**For Dependents.** A Dependent's insurance will cease on the earlier of:

1. on the date the Insured's coverage ends;
2. the date on which the Dependent ceases to be an eligible Dependent as defined in the Policyholder's application; or
3. the end of the last period for which any required premium contribution has been made.

A Dependent child will not cease to be a Dependent solely because of age if the child is:

1. not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and
2. mainly dependent on the Insured for support.

The Company may ask for proof of the eligible Dependent child's incapacity and dependency two months prior to the date the Dependent child would otherwise cease to be covered.

The Company may require the same proof again, but will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end:

1. on the date the Policy ends;
2. on the date the incapacity or dependency ends;
3. on the end of the last period for which any required premium contribution for the Dependent child has been made; or
4. 60 days following the date the Company requests proof and such proof is not provided to the Company.

### CONTINUATION OF INSURANCE

Insurance for the Insured's Dependents may be continued if insurance would otherwise end because of the Insured's death. In this event, to continue insurance a Dependent must:

1. submit a written (or authorized electronic/telephonic) request for continued insurance within 31 days of the Insured's death;
2. meet all other eligibility requirements; and
3. pay the required premium.

Insurance continued in this way will end on the first of the following dates to occur:

1. the Dependent is no longer eligible, except for the Insured's death;
2. the required premium is not paid; or
3. the end of the Maximum Benefit Period shown for this benefit.

If the Insured's Active Service ends due to a voluntary or involuntary termination or layoff, an Employer approved leave of absence or an Employer approved family medical leave the Insured's insurance and insurance for the Insured's insured Dependents will continue, if the required premium is paid, until the earliest of the following dates:

1. the end of the Maximum Benefit Period shown for this benefit;
2. the date the Insured fails to return to work as required by the Policyholder; or
3. the date the Insured and any insured Dependents are no longer eligible.

The Insured will be considered to be laid off from employment if there is a reduction in hours to the point where the Insured is no longer eligible under the Policy. Termination does not include discharge for gross misconduct.

Each Insured electing to continue insurance shall pay the Policyholder, on a monthly basis, the cost of the continued insurance. Upon request, the Policyholder will provide the Insured with written verification from the Company of the cost of continuation insurance promptly at the time of eligibility for continuation insurance, and at any time during the continuation period. The Insured will be eligible to continue insurance until the Insured becomes covered under another group vision policy, or for a period of 18 months after termination or layoff, whichever is shorter.

The Insured will have 60 days within which to elect continuation insurance. The 60-day period will begin to run on the date the Policy coverage would otherwise terminate or on the date upon which notice of the right to continuation insurance is received, whichever is later.

If the Insured's Active Service ends because the Insured is on active duty in the armed forces, insurance will continue for the Insured and the Insured's insured Dependents, if the required premium is paid, until the earlier of the following dates:

1. the end of the Maximum Benefit Period shown for this benefit;
2. the date the Insured fails to return to work as set forth in the Uniform Services Employment and Reemployment Rights Act of 1992, and as may be later amended.

Any change in benefits that occurs during a period of continuation will apply on the date the Insured returns to Active Service.

Insurance for the Insured's spouse and Dependents may be continued if insurance would otherwise end because the Insured becomes enrolled for benefits under Title XVIII of the Social Security Act (Medicare). Insurance will continue, if the required premium is paid, until the earlier of the following dates:

1. the date coverage would otherwise terminate under this Policy;
2. thirty-six (36) months after continuation by the spouse or Dependent was elected; or
3. the spouse or Dependent children become covered under another group vision plan.

The premium for the continuation coverage must be paid by the Insured on a monthly basis to the Policyholder for remittance to the Company. In no event will the premium exceed 102% of the cost for the plan for such period of coverage for other similarly situated spouse and Dependent children.

Insurance for the Insured's Dependent children may be continued when they cease to be Dependent children as shown in the definition of Dependent in this Policy. Insurance will continue, if the required premium is paid, until the earlier of the following dates:

4. the date coverage would otherwise terminate under this Policy;
5. thirty-six (36) months after continuation by the Dependent was elected; or
6. the Dependent children become covered under another group vision plan.

The premium for the continuation coverage must be paid by the Insured on a monthly basis to the Policyholder for remittance to the Company. In no event will the premium exceed 102% of the cost to the plan for such period of coverage for other similarly situated Dependent children.

Insurance for an Insured's former spouse and dependent children may be continued upon entry of a valid decree of dissolution of marriage. Insurance will continue, if the required premium is paid, until the earlier of the following dates:

1. the date the Insured's former spouse becomes covered under any other group vision plan; or
2. the date coverage would otherwise terminate under this Policy.

The premium for the continuation coverage must be paid by the Insured on a monthly basis to the Policyholder for remittance to the Company. The Policyholder will, upon request, provide the Insured with written verification from the Company of the cost of continuation coverage promptly at the time of eligibility for this insurance, and at any time during the continuation period. In no event will the premium charged exceed 102% of the cost to the plan for such period of coverage for other similarly situated spouses and dependent children with respect to whom the marital relationship has not dissolved. Upon request by the Insured's former spouse or dependent child, the Company will provide the instructions necessary to enable the child or former spouse to elect continuation of coverage.

Maximum Benefit Periods:

| Continuation Reason            | Maximum Benefit Periods: |
|--------------------------------|--------------------------|
| For Death of Insured           | Plan Year                |
| For Layoff                     | 18 months                |
| For Leave of Absence           | 1 month                  |
| For Family Medical Leave       | 12 weeks                 |
| For Active Duty                | 12 months                |
| For Portability                | One Year                 |
| Loss of Dependent Child Status | 36 months                |
| Insured covered by Medicare    | 36 months                |

### CLAIMS

**Notice of Claim.** Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of any loss covered by the Policy, or as soon as is reasonably possible. Notice given by or for the Insured Person to the Company at the Company's home office, to the Company's authorized administrator or to any of the Company's authorized agents with sufficient information to identify the Insured Person will be deemed as notice to the Company.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not provide the forms within that time, the Insured Person may send written proof of the occurrence, character and extent of loss for which the claim is made within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's home office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately, but not more than 30 days, upon receipt of due written proof of loss.

**Right of Recovery.** If payment for claims exceeds the amount for which the Insured Person is eligible under any benefit provision or rider of the Policy, the Company has the right to recover the excess of such payment from the Provider or the Insured.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person resides, the limit is extended to meet the minimum time allowed by such law.

### GENERAL PROVISIONS

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased, and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform to the laws of that state.

**Entire Contract.** The Policy, including any endorsements and riders, the Certificate, the Policyholder's application, which is attached to the Policy when issued, the Insured's individual enrollment form, if any, and the eligibility file, if any, are the entire contract between the parties. A copy of the Policy may be examined at the Office of the Policyholder during normal business hours.

No agent has authority to change this Policy or to waive any of its provisions.

All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Policyholder, the Insured, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder, the Insured, the Insured's beneficiary or personal representative.

**Amendments and Changes.** No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying any premium. The Policy and the Certificate may be amended at any time by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

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

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not the person becomes insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as the books and records relate to this insurance. The Company may authorize someone else to perform this audit. Any such inspection may be done at any reasonable time.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

## SCHEDULE OF BENEFITS

Policyholder: Bloomington School District 271

An Insured Persons has the right to obtain vision care from the Provider of his or her choice. Benefits are payable as shown in the following Schedule of Benefits:

| <b><u>Benefit</u></b>  | <b><u>In-Network</u></b>                     | <b><u>Out-of-Network</u></b> | <b><u>Benefit Frequency</u></b> |
|--|--|------------------------------|---------------------------------|
| <b>VISION EXAMINATION</b>  |  |                              |                                 |
| <b>Comprehensive Eye Examination</b>   | \$10 Co-payment                              | up to \$35                   | 12 months                       |
| <b>VISION MATERIALS</b>  |  |                              |                                 |
| <b>Standard Plastic Lenses</b>   |  |                              | 12 months                       |
| Single Vision  | \$10 Co-payment                              | up to \$25                   |                                 |
| Bifocal  | \$10 Co-payment                              | up to \$40                   |                                 |
| Trifocal   | \$10 Co-payment                              | up to \$50                   |                                 |
| Lenticular   | \$10 Co-payment                              | up to \$50                   |                                 |
| Standard Progressives  | \$10 Co-payment                              | up to \$40                   |                                 |
| Premium Progressives   | \$10 Co-payment                              | up to \$40                   |                                 |
| <b>Frames</b>  | \$0 Co-payment, up to \$120 retail allowance | up to \$50                   | 12 months                       |
| <b>Contact Lenses (<i>only one option available per Benefit Frequency</i>)</b> |  |                              | 12 months                       |
| Conventional   | \$0 Co-payment, up to \$120 allowance        | up to \$100                  |                                 |
| Disposable   | \$0 Co-payment, up to \$120 allowance        | up to \$100                  |                                 |
| Medically Necessary  | \$0 Co-payment, Paid in full                 | up to \$210                  |                                 |
| <b>Lens Options</b>  |  |                              | 12 months                       |
| Standard Plastic Scratch Coating   | \$0- Co-payment                              | up to \$5                    |                                 |

# OUR PRIVACY PLEDGE TO YOU



**Combined Insurance Company of America**

**Brad Bennett, President**

## **In A Nutshell ...**

We understand how important it is to protect your personal information. We want you to know that we make every effort to insure that your personal information remains just that ... personal and private! Information about you is collected and shared only as necessary to provide you with the very best support, service and product options you've come to expect from the Combined Insurance Company of America.

## **The Kinds Of Information We Collect**

Some of the information we may collect includes: your name, residence and mailing addresses, email address, personal and business phone numbers, social security number, spouse and children names and ages, beneficiary information, occupation, other insurance, and medical history.

## **Where We Get Our Information**

We get most of our information directly from you. Usually, the insurance application and other standard industry forms give us all the information we need. We may also get information about you from calls, letters, email and other correspondence you have with us. But sometimes, more information is necessary. For example, we may ask a doctor for more details about your medical history. We may also go to a consumer reporting agency to verify or obtain information about you such as driving record, your job duties, drug or alcohol use or dangerous sport activities.

## **Who Has Access To Your Information**

We want you to know that we maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your personal information. And, we restrict access to your personal information to those employees who need to know such information. For example, an Underwriter to evaluate your application; a Claims Adjuster to settle your claim; or a Service Representative to answer your questions and meet your service needs.

*Sometimes*, we may share your information with other companies affiliated with Combined, particularly if they support our efforts to provide you with service and product information.

*Sometimes*, we may also share your information with a company or business not officially connected to Combined but who may do work on our behalf, or who may offer products and services we believe will be of interest to you.

*And sometimes*, we may disclose information about you to an insurance regulatory authority, a government agency or law enforcement.

Various industry and professional organizations may also ask us for customer information in order to conduct research studies. These studies are purely scientific in nature and never identify individuals.

Finally, if we do provide your information to any party outside of Combined we require them to abide by the same privacy standards as indicated here.

**Vermont Residents** - Your state law requires financial institutions to obtain your consent prior to sharing information about you with others. Except as permitted by law, we will not share information we collect about you with non-affiliated third parties or companies in our corporate family unless you authorize us to do so.

**California Residents** - Your state law requires financial institutions to obtain your consent prior to sharing information about you with non-affiliated third parties. Except as permitted by law, we will not

share information we collect about you with non-affiliated third parties while you are a resident of California.

## **If You Have Questions Or Are Concerned**

We hope this "Privacy Pledge To You" reassures you that Combined will not disclose personal information about you, or any current or former insured, except as permitted and/or required by law.

If you have any questions about our Privacy Policy please contact us toll free at:

**1-800-225-4500**

If you do not wish to be made aware of new programs and services provided by Combined nor want us to share information with Combined affiliates or with external businesses performing work on our behalf, or who may offer products and services we believe will be of interest to you, please write us at:

## **Combined Insurance**

Attention: Compliance Manager  
PO Box 6705  
Scranton, PA 18505-0705

## **A Note About The Medical Information Bureau**

Information about your insurability will always be treated as confidential by the Combined Insurance Company of America or its reinsurers however, we may make a brief report to the Medical Information Bureau about you. The MIB is a nonprofit membership organization of life insurance companies which operates an informal exchange on behalf of its members. If you apply for life or health insurance coverage to a member company or a claim for benefits is submitted, the Bureau, upon request, will supply the company with any information in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of the information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

Combined Insurance Company of America or its reinsurers may release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits is submitted.

## **A Note About Consumer Reports**

As part of the normal procedure for processing new insurance applications, we may obtain an investigative consumer report about you. You may, if you wish, request to be interviewed in preparation of this report.

If we order a report, and you contact us in writing, we'll provide you with additional information as to the nature and scope of the report. And, if you request it in writing, you are entitled to receive a copy of the investigative consumer report from the consumer reporting agency.

To write us requesting additional information about your consumer report or to ask for a copy of the report, please write to:

## **Combined Insurance**

Attention: Compliance Manager  
PO Box 6705  
Scranton, PA 18505-0705

## HIPAA Notice of Privacy Practices for Personal Health Information

### THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This is your Health Information Privacy Notice from Combined Insurance Company of America (referred to as We or Us).

This notice provides you with information about the way in which We protect Personal Health Information (“PHI”) that We have about you. PHI includes individually identifiable information which relates to your past, present or future health, treatment or payment for health care services. This notice also explains your rights with respect to PHI.

The Health Insurance Portability and Accountability Act (“HIPAA”) requires Us to: Keep PHI about you private; provide you this notice of our legal duties and privacy notices with respect to your PHI; and follow the terms of the notice that are currently in effect.

#### **Use and Disclosure of PHI**

We obtain PHI in the course of providing and/or administering health insurance benefits for you. In administering your benefits, We may use and/or disclose PHI about you and your dependents. The following are some examples, however, not every use or disclosure in a category will be listed:

- **For Health Care Payment Purposes:** For example, We may use and disclose PHI to administer and process payment of benefits under your insurance coverage, determine eligibility for coverage, claims or billing information, conduct utilization reviews, or to another entity or health care provider for its payment purposes.
- **For Health Care Operations Purposes:** For example, We may use and disclose PHI for underwriting and rating of the plan, audits of your claims, quality of care reviews, investigation of fraud, care coordination, investigate and respond to complaints or appeals, provider treatment review and provision of services.
- **For Treatment Purposes.** For example, We may use and disclose PHI to health care providers to assist in their treatment of you. We do not provide health care treatment to you directly.
- **For Health Services.** For example, We may use your medical information to contact you to give you information about treatment alternatives or other health related benefits and services that may be of interest to you as part of large case management or other insurance related services.
- **For Data Aggregation Purposes.** For example, We may combine PHI about many insureds to make plan benefit decisions, and the appropriate premium rate to charge.
- **To You About Dependents.** For example, We may use and disclose PHI about your dependents for any purpose identified herein. We may provide an explanation of benefits for you or any of your dependents to you.
- **To Business Associates.** For example, We may disclose PHI to administrators who are contracted with Us who may use the PHI to administer health insurance benefits on our behalf and such administrators may further disclose PHI to their contractors or vendors as necessary for the administration of health insurance benefits.

If your state has adopted a more stringent standard regarding any of the above uses or disclosures of your PHI, those standards will be applied.

**Additional Uses or Disclosures.** We may also disclose PHI about you for the following purposes:

- To comply with legal proceedings, such as a court or administrative order, subpoena or discovery requests.
- To law enforcement officials for limited law enforcement purposes.
- To a family member, friend or other person, for the purpose of helping you with your health care or with payment for your health care, if you are in a situation such as a medical emergency and you cannot give your agreement to the Plan to do this.
- To your personal representatives appointed by you or designated by applicable law.
- For research purposes in limited circumstances.
- To a coroner, medical examiner, or funeral director about a deceased person.
- To an organ procurement organization in limited circumstances.
- To avert a serious threat to your health or safety or the health or safety of others.
- To a governmental agency authorized to oversee the health care system or government programs.
- To the Department of Health and Human Services for the investigation of compliance with HIPAA or to fulfill another lawful request.
- To federal officials for lawful intelligence, counterintelligence, national security purposes and to protect the president.

- To public health authorities for public health purposes.
- To appropriate military authorities, if you are a member of the armed forces.
- In accordance with a valid authorization signed by you.

### **Your Rights Regarding PHI That We Maintain About You**

You have various rights as a consumer under HIPAA concerning your PHI. You may exercise any of these rights by writing to Us in care of: **Combined Insurance Company of America, P.O. Box 6705, Scranton, PA 18505-0705, Attention: HIPAA Privacy Office**

- You have the right to inspect and copy your PHI. If you request a copy of the information, We may charge a fee for the costs of copying, mailing or other supplies associated with your request.
- You have the right to ask Us to amend the PHI that is contained in a “designated record set”, e.g., information used to make enrollment, eligibility, payment, claims adjudication and other decisions. You have the right to request an amendment for as long as we maintain the PHI. Requests must be made in writing and include the reason for the request. We may deny the request if the PHI is accurate and complete or if we did not create the PHI.
- You have the right to request a list of our disclosures of the PHI. Your request must state a time period, may not include dates before April 14, 2003 and may not exceed a period of six years prior to the date of your request. If you request more than one list in a year, We may charge you the cost of providing the list. We will notify you of the cost and you may withdraw or modify your request before any costs are incurred. Any list of disclosures provided by Us will not include disclosures made for payment, treatment or healthcare operations; made to you or persons involved in your care; incidental disclosures, authorized disclosures, for national security or intelligence purposes or to correctional institutions.
- You have the right to request to restrict the way We use or disclose PHI regarding treatment, payment or health care operations. You also have the right to request to restrict the PHI We disclose about you to someone who is involved in your care or the payment for your care. We are not required to agree to your request. If We do agree, We will comply with your request unless the information is needed to provide you emergency treatment. Your request must be in writing and state (1) what information you want to restrict; (2) whether you want to restrict our use, disclosure or both; and (3) to whom you want the restrictions to apply.
- Uses and disclosures of your PHI, other than those listed above, require prior written authorization from you. You may revoke that authorization at any time by writing to Us at the address at the end of this notice.
- You have the right to request that We communicate personal information to you in a certain way or at a certain location. Your request must specify how or where you wish to be contacted. We will comply with reasonable requests.
- You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice upon request. You may request a paper copy of this notice by calling Us at 1-800-225-4500, select HIPAA or submitting the request to the Combined Insurance Company of America, P. O. Box 6705, Scranton, PA 18505-0705 Attn: HIPAA Privacy Office.

### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with Us. When filing a complaint, include your name, address and telephone number and We will respond. All complaints must be submitted in writing to Combined Insurance Company of America, P.O.Box 6705, Scranton, PA 18505-0705 Attn: HIPAA Privacy Office. You may also contact the Secretary of the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

### **Changes To This Notice**

We reserve the right to modify this Privacy Notice and our privacy policies at any time. If We make any modifications, the new terms and policies will apply to all PHI before and after the effective date of the modifications that We maintain. If We make material changes, We will send a new notice to insureds.

If you have any questions regarding this notice, please call 1-800-225-4500, select HIPAA or send your written questions to the address at the end of this notice. Please include your name, the name of your insurance plan, your policy/ID number or copy of ID card, your address and telephone number and We will respond.

**All questions and requests regarding your rights under this Notice should be sent to:**

**Combined Insurance Company of America**  
P. O. Box 6705  
Scranton, PA 18505-0705  
Attention: HIPAA Privacy Office





ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106  
800.352.4462

**NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN  
INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH  
INSURANCE GUARANTY ASSOCIATION LAW**

If the insurer who issued your life, annuity or health insurance policy becomes impaired or insolvent you are entitled to compensation for your policy from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer.

In addition, residents of Minnesota who purchase life insurance, annuities, or health insurance from insurance companies authorized to do business in Minnesota are protected, **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

Minnesota Life & Health Insurance Guaranty Association  
4760 White Bear Parkway Suite 101  
White Bear Lake, MN 55110  
(651) 407-3149

The maximum amount the guaranty association will pay for all policies issued on one life by the same insurer is limited to \$300,000. Subject to this \$300,000 limit, the Guaranty Association will pay up to \$300,000 in life insurance death benefits, \$100,000 in net cash surrender and net cash withdrawal values for life insurance, \$300,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, \$100,000 in annuity net cash surrender and net cash withdrawal values, \$300,000 in present values of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$300,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under section 401, 403(b), or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992, are covered up to \$100,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than \$7,500,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$7,500,000 the \$7,500,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the guaranty association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell life and health insurance Minnesota after the insolvency occurs. Claims are paid from this assessment.

**THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.**

**THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY OR HEALTH INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT. THIS NOTICE IN NO**

**WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY AND HEALTH INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.**



COMBINED INSURANCE COMPANY OF AMERICA  
6060 Broadway, Chicago, Illinois 60640  
ADMINISTRATIVE OFFICE: 4000 LUXOTTICA PLACE, MASON, OHIO 45040

**Application for Vision Care Benefits**

**I. GROUP INFORMATION**

Group Name: Bloomington School District 271 Tax ID#: 41-6001463

DBA Name (if other than above): \_\_\_\_\_

Business Address: 1360 West 106th Street City: Bloomington State: MN ZIP: 55431

Mailing Address: (SAME) City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Primary Contact: Julle Hanson Title: Benefits Clerk

Phone Number: 952-881-6444 Fax Number: (952)681-6401

E-mail Address: JMHANSON@bloomington.k12.mn.us

Type of Business:  Proprietorship  Corporation  Other (Specify): School

Service Area:  National (United States does not include Puerto Rico)  State Specific (List) \_\_\_\_\_

PLEASE NOTE THE FOLLOWING TYPES OF BUSINESS PRIOR APPROVAL FROM CARRIER:

MEWA  PEO  Trust  Union

If any subsidiary or affiliated companies are to be insured or any Employees/Members are working at a location other than the address above, please explain: \_\_\_\_\_

Billing Contact Name: Julle Hanson Phone: 952-881-6444

Billing Address: (SAME AS ABOVE) City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If you have subsidiaries, affiliated companies, or divisions who use another name and will be covered by this plan, AND require separate billing invoices, please attach the following information on a separate sheet of paper signed by you:

Name Address Billing Contact and Phone Number

Will this plan replace any existing coverage?  Yes  No

If "Yes," indicate name and address of existing insurer:

Name: AlwaysCare Benefits Address: 8485 Goodwood Blvd

City: Baton Rouge State: LA ZIP: 70806

Effective date of existing coverage: July 1, 2010

Termination date of existing coverage (if applicable): July 1, 2013

If "Yes," are any Employees/Members on COBRA continuation?  Yes  No How many? 1

Do you intend to offer Employees/Members COBRA Continuation?  Yes  No

**II. PLAN SELECTION**

Please refer to the attached proposal page. Services are provided by EyeMed Vision Care.

**III. PREMIUMS**

Contribution towards premium  Yes  No

Group's Premium Contribution for\*: Employees/Members: 0% Dependents: 0%

Employee's/Member's Premium Contribution for: Employees/Members: 100% Dependents: 100%

Are Employee/Member and Dependent premiums paid through a Section 125 Plan?  Yes  No  
Are Employee/Member and Dependent premiums collected via payroll deduction?  Yes  No

Premiums shall be at the rates included on the attached proposal page.

*\*If the Group's contribution percentage is changed or the number of eligible Employees/Members increases or decreases, premium may be adjusted as allowed under the Policy. The premium may be adjusted at the end of the calendar month in which the change occurred.*

IV. ELIGIBILITY

\* Number of Employees/Members: 1882 Number Applying: 156  
Number of Dependents: 1142 Number of Retirees: 0

Are Domestic Partners covered under this Plan?  Yes  No  
Same Sex\*?  Yes  No Opposite Sex\*?  Yes  No

Dependent Children Covered to Age\*\*  19  21  25  Other 26

Dependent Children Covered if Full-Time Student\*\*  Yes  No N/A  
If "Yes", Dependent Full-Time Student Covered to\*\*  21  25  27  Other N/A

\*Except as required by state law.

\*\*Unless state law has different requirements for Dependent Child status.

Eligibility Reporting Contact (produces the eligibility file): Julie Hanson

Address (if different from group): (SAME)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Eligibility Authorization Contact (Benefits Administrator or Third Party Administrator responsible for verifying vision election for Employees/Members):

Name: Julie Hanson Phone: (SAME)

Days/Hours of Availability: \_\_\_\_\_ E-mail Address: (SAME)

PROBATIONARY PERIOD

\* For New Employees/Members:  30 days  60 days  90 days  180 days  Other none -

Probationary Period is waived for present Employees/Members:  Yes  No covered by 1st of month after hire date

\* Number of Employees/Members who have not yet completed the probationary period: 0

V. EFFECTIVE DATE

This plan will become effective at 12:01 a.m. Local Time at the Group's address herein, on the first day of July 1, 2013, provided all of the following have been completed prior to the effective date:

- A. This application has been received and accepted by the Company (must be submitted 30 days in advance of the effective date).
- B. EyeMed has been furnished a working file of all eligible Employees/Members, according to the layout guidelines. It is understood and agreed that EyeMed may rely on this information to provide services to individuals designated as eligible.

The Group hereby makes application to Combined Insurance Company of America for Vision Care Benefits. The Group agrees to maintain and furnish any records necessary to administer this plan and to forward premiums monthly.

The Group certifies that all the information shown on this application and any attachments are correct and complete as of the date this application is signed. The Group understands that the Company intends to rely on this information in determining whether or not the enrolling Employees/Members and their Dependents may become insured. It is further understood and agreed that NO INSURANCE WILL BECOME EFFECTIVE UNTIL APPROVED BY THE COMPANY; and that no field representative of the Company has the authority to modify any conditions of the application or the Policy by making any promise or representation. It is understood that the insurance as to any Employee/Member will not become effective on the date insurance should otherwise become effective if he or she is not at work on such date performing all duties of his or her occupation and otherwise meets the requirements of the Company.

I hereby represent that I have reviewed the fraud warning notice (if applicable) on the reverse side of this application for the Group's state of domicile.

\* Dated at: 11th this April day of 2013  
Signed for the Group: X [Signature] Title: HR Director

VI. EMPLOYEE/MEMBER ID CARDS

*please confirm*  
Group will be receiving ID cards:  Yes  No  
Company Name: Bloomington School District 271  
(Maximum of 30 characters, including punctuation, spacing and any code.)  
Delivery of ID cards: mailed directly to Employee's/Member's home address.

**ATTENTION: THE DEPARTMENT OF INSURANCE REQUIRES THAT ONLY ONLY BROKER AND/OR GENERAL AGENT WHO SOLD THE PRODUCT AND HOLDS A VALID LIFE AND HEALTH LICENSE MAY COMPLETE THE CERTIFYING STATEMENT**

**WRITING BROKER'S CERTIFYING STATEMENT**

I certify that I have accurately recorded on this application the information supplied by the applicant and I am properly licensed in the state in which the Group is domiciled.

Firm Name (print): EyeMed Vision Care Tax ID No.: 31-1656473  
Broker Name (print): Mark Weibel SS#: 304-84-9588  
Address: 4000 Luxottica Place City: Mason State: OH ZIP: 45040  
Phone: 952-476-5265 Fax: 513-492-4711  
Primary Contact: Mark Weibel Title: Regional Sales Manager E-mail  
Address: mweibel@eyemedvisioncare.com  
Secondary Contact: \_\_\_\_\_ Title: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Commission checks payable to:  Firm  Broker  
Broker Signature: X \_\_\_\_\_

| <b>FRAUD WARNING NOTICE</b>                      |   |
|--|---|
| For Groups of all states (except the following:) | Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.  |
| Arkansas   | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.  |
| Colorado   | It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. |
| District of Columbia                             | Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the Applicant.   |
| Kentucky   | Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.   |
| Louisiana, West Virginia                         | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.  |
| Tennessee, Washington                            | It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.   |
| Nebraska   | Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.  |
| New Jersey                                       | Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.   |
| New Mexico                                       | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.   |
| Pennsylvania                                     | Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.  |
| Virginia   | Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.   |



**EyeMed Vision Care in conjunction with Combined Insurance Company of America**

| Vision Care Services   | Member Cost  | Out-of-Network Reimbursement |
|--|--|------------------------------|
| Exam with Dilatation as Necessary                                  | \$10 Copay   | \$35                         |
| Exam Options:  |  |                              |
| Standard Contact Lens Fit and Follow-Up:                           | Up to \$40   | N/A                          |
| Premium Contact Lens Fit and Follow-Up:                            | 10% off Retail Price   | N/A                          |
| Frames:  |  |                              |
| Any available frame at provider location                           | \$0 Copay; \$120 Allowance, 20% off balance over \$120   | \$60                         |
| Standard Plastic Lenses  |  |                              |
| Single Vision  | \$10 Copay   | \$25                         |
| Bifocal  | \$10 Copay   | \$40                         |
| Trifocal   | \$10 Copay   | \$50                         |
| Lenticular   | \$10 Copay   | \$50                         |
| Standard Progressive Lens**  | \$10 Copay   | \$40                         |
| Premium Progressive Lens**   | \$10, 60% of Charge less \$120 Allowance   | \$40                         |
| Lens Options:  |  |                              |
| UV Treatment   | \$15   | N/A                          |
| Tint (Solid and Gradient)  | \$15   | N/A                          |
| Standard Plastic Scratch Coating                                   | \$0 Copay  | \$5                          |
| Standard Polycarbonate - Adults                                    | \$40   | N/A                          |
| Standard Polycarbonate - Kids under 19                             | \$40   | N/A                          |
| Standard Anti-Reflective Coating                                   | \$45   | N/A                          |
| Polarized  | 20% off Retail Price   | N/A                          |
| Other Add-Ons  | 20% off Retail Price   | N/A                          |
| Contact Lenses<br>(Contact lens allowance includes materials only) |  |                              |
| Conventional   | \$0 Copay, \$120 allowance, 15% off balance over \$120   | \$100                        |
| Disposable   | \$0 Copay, \$120 allowance, plus balance over \$120  | \$100                        |
| Medically Necessary  | \$0 Copay, Paid-in-Full  | \$210                        |
| Laser Vision Correction<br>Lasek or PRK from U.S. Laser Network    | 15% off Retail Price or 5% off promotional price   | N/A                          |
| Additional Pairs Benefit:  | Members also receive a 40% discount off complete pair eyeglasses purchases and a 15% discount off conventional contact lenses once the funded benefit has been used. | N/A                          |
| Frequency:   |  |                              |
| Examination  | Once every 12 months   |                              |
| Lenses or Contact Lenses   | Once every 12 months   |                              |
| Frame  | Once every 12 months   |                              |
| Monthly Rate   |  |                              |
| Subscriber   | \$6.42   |                              |
| Subscriber + Spouse  | \$12.86  |                              |
| Subscriber + Child(ren)  | \$13.60  |                              |
| Subscriber + Family  | \$21.34  |                              |

All plans are based on a 48-month contract term and 48-month rate guarantee.

\*\* Standard Progressive Lens covered - fund Premium Progressive as a Standard

**Additional Discounts:**

Member receives a 20% discount on items not covered by the plan at network Providers. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. Services or materials provided by any other group benefit plan providing vision care may not be covered.

Members also receive 15% off retail price or 5% off promotional price for Lasek or PRK from the US Laser Network, owned and operated by LCA Vision.

After initial purchase, replacement contact lenses may be obtained via the Internet at substantial savings and mailed directly to the member. Details are available at [www.eyemedvisioncare.com](http://www.eyemedvisioncare.com).

The contact lens benefit allowance is not applicable to this service.

Benefit Allowances provide no remaining balance for future use within the same Benefit Frequency.

Certain brand name Vision Materials in which the manufacturer imposes a no-discount practice.

Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group.

Rates are valid for groups domiciled in the State of MN.

Fees quoted will be valid until the 7/1/2013 plan implementation date. Date quoted: 12/17/2012.

Rates assume 100% employee contribution for employees and dependents.

Insured Plans are underwritten by Combined Insurance Company of America, 5050 Broadway, Chicago, IL 60640, except in New York.

**Plan Exclusions:**

- 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Anisokonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures;
- 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear;
- 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5) Plano (non-prescription) lenses and/or contact lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals;
- 8) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order;
- 9) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

If Bloomington ISD #271 has chosen this benefit design, attach this document to the group application and sign here.

Signature: Paul C. Pappas, HR Director

Date: 4/4/13