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CERTIFICATES OF INSURANCE  
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	PAGE #S	GROUP CERTIFICATES OF INSURANCE
	02-34	Group Dental Insurance Certificates of Insurance underwritten by: Renaissance Life & Health Insurance Company of America



READ CAREFULLY FOR ALL LIMITATIONS, EXCLUSIONS, AGE LIMITS, DEFINITIONS AND SCHEDULE OF BENEFITS.  
CALL **866-438-4274** WITH ANY QUESTIONS.



**Renaissance**<sup>SM</sup>  
Life & Health Insurance Company of America

**Renaissance Ohio  
Group Vision Certificate  
United Business Association**

P.O. Box 1596 • Indianapolis, Indiana 46206-1596 • 888-358-9484 • [www.RenaissanceVision.com](http://www.RenaissanceVision.com)



**RENAISSANCE**  
**OHIO GROUP VISION CERTIFICATE**

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Important Cancellation Information – Please Read Section IX Entitled, “Termination of Coverage”

**NOTE:** This Group Vision Certificate should be read in conjunction with the Summary of Vision Plan Benefits that is provided with the Certificate. The Summary of Vision Plan Benefits lists the specific provisions of your group vision plan. Your group vision plan is a legal contract between the Policyholder and Renaissance Life & Health Insurance Company of America (“RLHICA”).

**READ YOUR GROUP VISION CERTIFICATE CAREFULLY**

**Renaissance Life & Health Insurance Company of America**  
**Summary of Vision Plan Benefits – Choice Plan**  
**For Group# 90112**  
**United Business Association**

This Summary of Vision Plan Benefits is part of, and should be read in conjunction with your Group Vision Certificate. Your Group Vision Certificate will provide you with additional information about your RENAISSANCE LIFE & HEALTH INSURANCE COMPANY OF AMERICA (“RLHICA”) coverage, including information about exclusions and limitations.

**Benefit Year** – October 1 through September 30

**Covered Services**

RLHICA will provide vision care Benefits according to the Schedule listed below. This Summary lists the vision care Benefits to which Covered Persons of RLHICA are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. Administrative Services for the adjudication of claims and the payment of Benefits under this Plan will be provided by Vision Service Plan Insurance Company (“VSP”), using a VSP network of Providers. VSP is sometimes referred to as the claims administrator for this Plan. If Benefits are available for Out-of-Network Provider services, as indicated by the reimbursement provisions below, Benefits may be received from any licensed eye care provider whether an In-Network or Out-of-Network Provider. This Summary forms a part of the Certificate to which it is attached.

In-Network Providers are those Providers who have agreed to participate in the VSP Choice Network.

When Benefits are received from In-Network Providers, Benefits appearing in the In-Network Benefit column below are applicable subject to any applicable Copayments and other conditions, limitations and/or exclusions as stated below. When Benefits are received from Out-of-Network Providers, the Covered Person is reimbursed for such Benefits according to the schedule in the Out-of-Network Provider Benefit column below, less any applicable Copayment. The Covered Person pays the Provider the full fee at the time of service and submits an itemized bill to RLHICA’s claims administrator for reimbursement. Discounts do not apply for Benefits obtained from Out-of-Network Providers.

**Copayment**

Benefits received from In-Network Providers and Out-of-Network Providers require Copayments.

There shall be a Copayment of \$10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$25.00 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

Lens Options, if covered under this Certificate, may have a separate Copayment. Please refer to COVERED SERVICES AND MATERIALS, below.

**BENEFITS – IN-NETWORK AND OUT-OF-NETWORK PROVIDERS**

<b>COVERED SERVICE OR MATERIAL</b>	<b>IN-NETWORK PROVIDER BENEFIT</b>	<b>OUT-OF-NETWORK PROVIDER BENEFIT</b>	<b>FREQUENCY</b>
<b>Eye Examination</b>	Covered in full*	Up to \$45.00*	Available once every 12 Months**
<b>Complete initial vision analysis: includes appropriate examination of visual functions and prescription of corrective eyewear where indicated.</b>			
*Less any applicable Copayment. **Beginning with the first date of service.			

<b>COVERED SERVICE OR MATERIAL</b>	<b>IN-NETWORK PROVIDER BENEFIT</b>	<b>OUT-OF-NETWORK PROVIDER BENEFIT</b>	<b>FREQUENCY</b>
<b>LENSES</b>			Available once every 12 Months**
<b>Single Vision</b>	Covered in full *	Up to \$30.00*	
<b>Lined Bifocal</b>	Covered in full *	Up to \$50.00*	
<b>Lined Trifocal</b>	Covered in full *	Up to \$65.00*	
<b>Lenticular</b>	Covered in full *	Up to \$100.00*	
<b>Benefits for lenses are per complete set, not per lens.</b>			
*Less any applicable Copayment. **Beginning with the first date of service.			

<b>COVERED SERVICE OR MATERIAL</b>	<b>IN-NETWORK PROVIDER BENEFIT</b>	<b>OUT-OF-NETWORK PROVIDER BENEFIT</b>	<b>FREQUENCY</b>
<b>FRAMES</b>	Covered up to Plan Allowance*	Up to \$70.00*	Available once every 12 Months**
<b>Benefits for lenses and frames include reimbursement for the following necessary professional services:</b>			
<ol style="list-style-type: none"> <li>1. Prescribing and ordering proper lenses;</li> <li>2. Assisting in frame selection;</li> <li>3. Verifying accuracy of finished lenses;</li> <li>4. Proper fitting and adjustments of frames;</li> <li>5. Subsequent adjustments to frames to maintain comfort and efficiency;</li> <li>6. Progress or follow-up work as necessary.</li> </ol>			
*Less any applicable Copayment. **Beginning with the first date of service.			

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
<b>CONTACT LENSES</b>			
<b>Necessary</b>			Available once every 12 Months**
<b>Professional Fees/Materials</b>	Covered in full*	Up to \$ 210.00*	
<b>Elective</b>	Elective Contact Lens fitting and evaluation services are covered in full once every 12 months, after a maximum \$60.00 Copayment.		Available once every 12 Months**
	<b>Materials</b> Up to \$130.00	<b>Professional Fees/Materials</b> Up to \$105.00	

\*Less any applicable Copayment.

\*\*Beginning with the first date of service.

Necessary Contact Lenses are a Covered Services when specific benefit criteria are satisfied and when prescribed by Covered Person's In-Network Provider or Out-of-Network Provider. Review and approval by RHLICA's claims administrator is not required for Covered Person to be eligible for Necessary Contact Lenses.

**Contact Lenses are provided in lieu of all other lens and frame benefits available herein.**

When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again for 12 Months.

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
<b>LOW VISION</b>			
Professional services for severe visual problems not correctable with regular lenses, including:			
<b>Supplemental Testing</b> (Includes evaluation, diagnosis and prescription of vision aids where indicated.)	Covered in full	Up to \$125.00	*
<b>Supplemental Aids</b>	75% of amount up to \$1000.00*	75% of amount up to \$1000.00*	*

\*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years.

Low Vision benefits secured from Out-of-Network Providers are subject to the same time and Copayment provisions described above for In-Network Providers. The Covered Person should pay the Out-of-Network Provider's full fee at the time of service. Covered Person will be reimbursed an amount not to exceed what would be paid to an In-Network Provider for the same services and/or materials.

**THERE IS NO ASSURANCE THAT THE AMOUNT REIMBURSED WILL COVER 75% OF THE PROVIDER'S FULL FEE.**

## EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their In-Network Provider or by calling the Member Services Department at 1-800-877-7195.

### PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.

### NOT COVERED

There are no Benefits for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing.
- Plano lenses (less than a  $\pm .50$  diopter power).
- Two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Plan that are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Costs for services and/or materials above stated allowances.
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.
- Contact lens modification, polishing or cleaning
- Local, state and/or federal taxes, except where RLHICA or its claims administrator is required by law to pay.
- Replacement of lost or damaged contact lenses, except at the normal intervals when services are otherwise available.

## **BENEFITS – AFFILIATE PROVIDERS**

### **GENERAL**

Affiliate Providers are providers of Covered Services and materials who are not contracted as In-Network Providers but who have agreed to bill RLHICA's claims administrator directly for Covered Services provided pursuant to this Schedule. However, some Affiliate Providers may be unable to provide all Covered Services included in this Schedule. Covered Persons should discuss requested services with their Provider or contact the Member Services Department for details.

### **COPAYMENT**

There shall be a Copayment of \$10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

### **COVERED SERVICES AND MATERIALS**

<b>Eye Examination</b>	Covered in full *	Available once every 12 Months**
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Comprehensive examination of visual functions and prescription of corrective eyewear.

#### **Spectacle Lenses**

Single Vision, Lined Bifocal or Lined Trifocal Covered in Full*	Available once every 12 Months**
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<b>Frames</b>	Covered up to the Plan allowance*	Available once every 12 Months**
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### **CONTACT LENSES**

<b>Elective Contact Lenses (Materials Only)</b>	Up to \$ 105.00	Available once every 12 Months**
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The Elective Contact Lens fitting and evaluation services are covered in full once every 12 Months, after a maximum \$60.00 Copayment.

<b>Necessary Contact Lenses</b>	Up to \$210.00*	Available once every 12 Months**
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Necessary Contact Lenses are a Covered Service when specific benefit criteria are satisfied and when prescribed by

Covered Person's Provider. Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

\*Less any applicable Copayment.

\*\*Beginning with the first date of service.

When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again until the next 12 months.

## **LOW VISION**

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

**Supplemental Testing: Up to \$125.00†**

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

**Supplemental Aids: 75% of Affiliate Provider's fee up to \$1000.00†**

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

Low Vision Services are a Covered Service when specific benefit criteria are satisfied and when prescribed by Covered Person's Provider.

## **EXCLUSIONS AND LIMITATIONS OF BENEFITS**

1. Exclusions and limitations of benefits described above for In-Network Providers shall also apply to services rendered by Affiliate Providers.
2. Services from an Affiliate Provider are in lieu of services from an In-Network Provider or an Out-of-Network Provider.
3. RLHICA's claims administrator is unable to require Affiliate Providers to adhere to its quality standards.
4. Where Affiliate Providers are located in membership retail environments, Covered Persons may be required to purchase a membership in such entities as a condition of obtaining Benefits.

**Eligibility (Certificate Holder and Eligible Dependents)** – All dues paying members in good standing are eligible to elect coverage hereunder.

Also eligible are your Legal Spouse and any individuals who meet the definition of Child(ren) as set forth in your Group Vision Certificate.

Where two individuals are eligible under the same group policy and are legally married to each other, they will be enrolled under one application and will receive Benefits under a single Certificate without coordination of benefits under the Certificate.

You pay the full cost of this coverage.

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## I. Renaissance Group Vision Certificate

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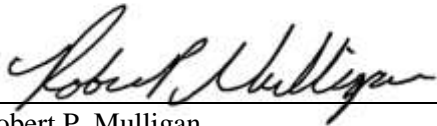
RLHICA issues this Renaissance Group Vision Certificate to you, the Certificate Holder. The Certificate is a summary of your vision benefits coverage. It reflects and is subject to the agreement between RLHICA and your employer or organization (the "Policyholder").

The Benefits provided under This Plan may change if any state or federal laws change.

RLHICA agrees to provide Benefits as described in this Certificate.

All the provisions in the following pages, read in conjunction with the Summary of Vision Plan Benefits and all attachments and addendums, form a part of this document as fully as if they were stated over the signature below.

**IN WITNESS WHEREOF**, this Certificate is executed by an authorized officer of RLHICA.



Robert P. Mulligan  
President and CEO

### Home Office:

**RENAISSANCE LIFE & HEALTH  
INSURANCE COMPANY OF AMERICA**

**Attn: Renaissance Administration**  
P.O. Box 30381  
Lansing, Michigan 48909-7881

Administrative Direct Line: 1-800-745-7509  
Customer Service Direct Line: 1-888-358-9484

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## II. Definitions

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### Additional Benefit Rider

Means a document, attached as a rider to this Certificate (when purchased by the Policyholder) which lists selected supplemental vision care services and vision care materials which a Covered Person is entitled to receive under this Certificate.

### Adverse Benefit Determination

Means any denial, reduction or termination of the Benefits for which you filed a claim or a failure to provide or to make payment (in whole or in part) of the Benefits you sought, including any such determination based on eligibility, or a determination that the item or service for which Benefits are otherwise provided was not medically necessary or appropriate based on benefit criteria.

### Assignments of Benefits

Means a written order signed by a Covered Person, eighteen (18) years of age or older, and included with each claim, directing RLHICA's claims administrator to pay available Benefits to a named Out-of-Network Provider.

### Benefit Authorization

Means a process used to confirm eligibility of an individual named as a Covered Person and identifying those Benefits to which the Covered Person is entitled.

### Benefit Year

Means the calendar year, unless your employer or organization elects the Policy Year to serve as the Benefit Year. The Benefit Year is specified in the Summary of Vision Plan Benefits Section.

### Benefits

Means payment for Covered Services.

### Certificate

Means this document. RLHICA will provide vision Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Policy. Changes to the Certificate may be set forth in the Summary of Vision Plan Benefits Section.

## **Certificate Holder**

Means you, when your employer or organization certifies to RLHICA that you are eligible to receive Benefits under This Plan.

## **Children**

Means your natural children, stepchildren, adopted children, foster children or children by virtue of legal guardianship during the waiting period for legal adoption or guardianship who are or meet one of the following:

- Your unmarried child(ren) who has not yet reached his or her 28<sup>th</sup> birthday; or,
- Your unmarried child(ren) who: (a) is under the age of 28; (b) is a resident of the same state as the you and is a full-time student; and (c) does not have coverage, other than coverage as a dependent, under another dental insurance Plan; or,
- Your unmarried child(ren) or the child(ren) of your Legal Spouse if, pursuant to a court decree you or your Legal Spouse is financially responsible for the dental care of the child; or
- Your unmarried child(ren) who has reached the end of the calendar year of his or her 19<sup>th</sup> birthday and is both (a) incapable of self-sustaining employment by reason of a mental or physical condition and (b) chiefly dependent upon you for support and maintenance. In the event that RLHICA denies a claim for the reason that the child has attained the Limiting Age for dependent children, you have the burden of establishing that the child continues to meet the two criteria specified above. If requested by RLHICA, you must submit medical reports confirming that the child meets the two criteria specified above..

## **Complaints and Grievances**

Means disagreements regarding access to care, quality of care or treatment and services to be covered hereunder.

## **Confidential Information**

Means all confidential materials concerning the medical, personal, financial and business affairs of Covered Persons acquired by RLHICA in the course of providing the Benefits hereunder.

## **Copayment**

Means the dollar amount you must pay toward vision services or materials which are not fully covered, and which are payable at the time services are rendered or materials are ordered.

## **Covered Person**

Means a Certificate Holder or Eligible Dependent (if dependent coverage is selected), who meets the eligibility criteria and on whose behalf premiums have been paid to RLHICA, and who is covered under this Certificate.

## **Covered Services**

Means the unique vision care services and vision care materials selected for coverage by your employer or organization under This Plan. The Summary of Vision Plan Benefits Section lists your Covered Services.

## **Eligible Dependent**

Means (a) your Legal Spouse; (b) your Child(ren); and (c) any other dependents who meet the criteria for eligibility set forth in the Summary of Vision Plan Benefits Section. If dependent coverage has been selected, it will be indicated in the Summary of Vision Plan Benefits Section.

## **In-Network Provider**

Means a Provider who has entered into a contract to be part of the vision care network and to provide Covered Services to Covered Persons. A current list of In-Network providers will be made available to Certificate Holders.

## **Legal Spouse**

Means a person who is any of the following: (a) your spouse through a marriage legally recognized by the State in which the Policy was issued; (b) your partner through a civil union legally recognized by the State in which the Policy was issued.

## **Limiting Age**

Means the age at which a Child of yours is no longer eligible for Benefits under This Plan pursuant to the definition of Child above.

## **Open Enrollment Period**

Means the period of time during which an eligible person as indicated in the Summary of Vision Plan Benefits Section may enroll or be enrolled to receive Benefits.

## **Out-of-Network Provider**

Means a Provider who has not entered into a contract to be part of the vision care network to provide Covered Services to Covered Persons.

## **Policy**

Means the insurance contract for the provision of Benefits to you and your Eligible Dependents between RLHICA and your employer or organization. Policy includes, if applicable, the application, this Certificate and any appendices, supplements, riders, successor agreements or renewals now or hereafter executed.

## **Policy Year**

Means the 12 month period beginning on the Effective Date of the Policy and each 12 month renewal period thereafter.

## **Provider**

Means an optometrist, optician or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials in the state or jurisdiction in which vision care services are rendered or vision care materials are provided.

## **RLHICA**

Means Renaissance Life & Health Insurance Company of America.

## **Summary of Vision Plan Benefits**

Means a list of the specific provisions of This Plan and is a part of this Certificate.

## **This Plan**

Means the vision coverage as provided for you and your Eligible Dependents pursuant to this Certificate.

## **Urgent Condition**

Means a condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate care; or an unforeseen occurrence calling for immediate action.

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# **III. General Eligibility Rules**

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**A.** You are not eligible for Benefits unless you are either currently enrolled in This Plan or currently listed as an Eligible Dependent.

**B.** Effective Date of Eligibility

1. **Initial Effective Date:** All Certificate Holders and Eligible Dependents on the Effective Date of the Policy are immediately eligible for Benefits.

2. **After the initial Effective Date:** For all Certificate Holders (and their Eligible Dependents) not associated with the employer or organization on the initial Effective Date of the Policy, eligibility for Benefits will begin, unless otherwise stated as follows:

a. Newly hired or rehired employees: Date for which employment compensation begins, or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Vision Plan Benefits Section;

b. Spouse: Date of marriage, civil union or domestic partnership;

c. Newborn: Child's actual date of birth;

d. Foster children, legal adoptions or guardianships: Date the Child is placed in the foster home or with the Certificate Holder; at which time this Child will be covered on the same basis as a natural child;

e. Newly adopted child: Coverage begins the earlier of (1) the date the Child is placed with the Certificate Holder for adoption; (2) the date of an entry of an order granting custody of the Child for adoption; or (3) the effective date of the adoption;

f. Stepchild: Date that the Child's natural parent becomes an Eligible Dependent;

g. All others: Date that RLHICA approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Child or Eligible Dependent.

Once eligible, you and your Eligible Dependents must enroll for coverage within 30 days from the date upon which you or your Eligible Dependents become eligible for Benefits under the terms of Section III B

immediately above. You and your Eligible Dependents may properly enroll for coverage by completing all enrollment forms required by RLHICA and submitting such forms to your employer or organization. If you and your Eligible Dependents are not properly enrolled for coverage within 30 days from the date upon which you and your Eligible Dependents become eligible for Benefits, then you and/or your Eligible Dependents must wait until the next Open Enrollment Period to enroll.

### C. Termination of Eligibility

Eligibility for Benefits will terminate for you and your Eligible Dependents under This Plan at the earlier of:

1. The termination of the Policy; or
2. The last day of the month for which payment has been made if the employer or organization fails to make the payments required by their Policy.

Your eligibility, and that of your Eligible Dependents, will also terminate if you cease to be a Certificate Holder as defined in the Summary of Vision Plan Benefits Section. An Eligible Dependent's eligibility also terminates upon lack of compliance with the eligibility requirements of the Policy.

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## IV. Benefits

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### **COVERED SERVICES**

RLHICA agrees to provide Benefits to you and your Eligible Dependents (if dependent coverage is selected) under the policies and procedures of RLHICA and under the terms and conditions of this Certificate, including, but not limited to, the categories of services, exclusions and limitations listed in the Summary of Vision Plan Benefits Section.

**Unless otherwise specified in the Summary of Vision Plan Benefits Section,** Covered Services will be subject to the following terms and conditions:

#### A. General

This Certificate provides Benefits for you and your Eligible Dependents, if dependent coverage is selected by the Policyholder.

#### B. Copayments for Covered Services

Any Copayments required under this Policy shall be the personal responsibility of you and your Eligible Dependents who are receiving Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed the Certificate allowances, annual maximum benefits or any other stated limitations are not considered Copayments, but are also the responsibility of you and your Eligible Dependents.

#### C. Obtaining Covered Services from In-Network Providers

To receive Covered Services from an In-Network Provider, You should select an In-Network Provider, schedule an appointment and inform the Provider's office that you are a Covered Person under this Certificate. The In-Network Provider will then obtain a Benefit Authorization prior to the time services are rendered or materials ordered. RLHICA's claims administrator shall provide a Benefit Authorization to the In-Network Provider. Each Benefit Authorization will contain an expiration date and must be used by you or your Eligible Dependents to obtain Benefits prior to the date the Benefit Authorization expires. RLHICA's claims administrator shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Policyholder and the past service utilization of you or your Eligible Dependents, if any. Any Benefit Authorization so issued shall constitute a certification to the In-Network Provider that payment will be made to the In-Network Provider, irrespective of a later loss of eligibility of you or your Eligible Dependents, as long as the services are rendered or materials provided prior to the Benefit Authorization expiration date. If you or your Eligible Dependents receive Covered Services from an In-Network Provider without a Benefit Authorization, any services or materials received from the In-Network Provider will be treated as if they were obtained from an Out-of-Network Provider. You or your Eligible Dependents may obtain information on In-Network Providers through our website: [www.RenaissanceDental.com](http://www.RenaissanceDental.com), the Member Service's toll-free number 1-800-877-7195 or by written request.

#### D. Obtaining Covered Services from Out-of-Network Providers

If required by state law, or if purchased by the Policyholder, this Policy will provide Benefits for services and materials received from Out-of-Network

Providers, based on the Out-of-Network Provider fee schedule. The Out-of-Network Provider may bill you or your Eligible Dependents for that Provider's standard rates, regardless of the amount of this Policy's Benefits. If you or your Eligible Dependents are eligible for and obtain Benefits from an Out-of-Network Provider, you or your Eligible Dependents remain liable for the Out-of-Network Provider's full fee. You or your Out-of-Network Providers may submit requests for reimbursement. RLHICA's claims administrator will pay available Benefits to you or your Eligible Dependents, or directly to Out-of-Network Providers when claims include a valid Assignment of Benefits. RLHICA may deny any claims received after one hundred and eighty (180) calendar days from the date services are rendered and/or materials provided.

#### E. Urgent Vision Care

When vision care is necessary for Urgent Conditions, you or your Eligible Dependents may obtain such care by contacting an In-Network Provider or an Out-of-Network Provider (if Out-of-Network benefits are available). Services for conditions of a medical nature are covered by RLHICA only under supplemental eyecare plans. If Policyholder purchases one of these plans, such coverage will be evidenced by an Additional Benefit Rider attached hereto. If Policyholder has not purchased one of these plans, then you or your Eligible Dependents are not covered by RLHICA for such care and should contact a physician under your medical insurance plan for care. For situations of a non-medical nature, such as lost, broken or stolen glasses, you may call the Member Service's toll-free number 1-800-877-7195 for assistance. Reimbursement and eligibility are subject to the terms and conditions of this Certificate.

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## V. Accessing Your Benefits

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#### To access your Benefits, follow these steps:

1. Please read this Certificate, including the Summary of Vision Plan Benefits Section carefully to become familiar with the Benefits and provisions of This Plan;
2. Make an appointment with your In-Network Provider and tell him or her that you have coverage with RLHICA and provide your ID

number. If your Provider is not familiar with This Plan or has any questions regarding This Plan, have him or her contact us by calling the toll-free number, 1-800-877-7195;

3. After receiving your treatment, your Provider's office staff will file the claim.

If you receive services from an Out-of-Network Provider, upon request, you will be furnished with such forms as are usually furnished for filing proofs of loss. If such forms are not furnished within 15 days after such request, you will be deemed to have complied with the requirements of This Plan as to proof of loss upon submitting, within the time frame for filing proofs of loss as described below, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Written proof of loss must be given within 180 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA's claims administrator shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one (1) year from the time specified unless the claimant was legally incapacitated.

Claims, adjustment requests, and completed information requests should be mailed to:

**VSP  
P.O. Box 385018  
Birmingham, AL 35238-5018**

After receiving all required claim information, RLHICA's claims administrator will pay all Benefits due for Covered Services within 30 days of receipt of the claim, or notify you that the claim has been denied or deemed incomplete.

Payment for services rendered is sent to either (1) you, and it is your responsibility to make full payment to the Provider; or (2) directly to the Provider if you or your Eligible Dependent have executed an Assignment of Benefits in favor of the Provider who rendered Covered Services under This Plan.

If you file a claim for a Benefit that relates to a service that has already been rendered, and you receive notice of an Adverse Benefit Determination, RLHICA will notify you or your authorized representative of the Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after receipt of the claim. RLHICA's claims administrator may extend this period by up to 15 days if it determines that the extension is necessary due to matters out of its control.

If you have any questions about This Plan, please check with your employer, organization, or plan administrator

or you may call the Member Services Department toll-free at 1-800-877-7195.

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## VI. Questions and Answers

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### May I choose any Provider?

Yes, you are free to choose any Provider, as long as he or she is appropriately licensed to practice and provide vision services and supplies in the state or jurisdiction in which you receive care.

### Will RLHICA send payment to the Provider or will I receive payment?

RLHICA's claims administrator will either send payment to you or directly to the Provider if you have executed an Assignment of Benefits for the Provider who rendered Covered Services.

### How much of the vision bill do I pay?

If you choose an In-Network Provider, you are only responsible for applicable Copayments and anything not covered by the plan. For Covered Services provided by an Out-of-Network Provider, you will pay for the services in full and will be reimbursed up to the Out-of-Network plan allowances. Those Allowed Amounts are listed in the Summary of Vision Plan Benefits Section.

You are responsible for the Copayment shown on your explanation of benefits plus any charges for optional treatment or specific exclusions / limitations of This Plan.

### Am I covered for all vision services?

No, the Summary of Vision Plan Benefits Section describes the vision services that are covered by This Plan. Please read them carefully. The exclusions and limitations govern these covered vision services.

### What if my spouse is covered by another plan?

If you are covered by more than one vision Plan, your out-of-pocket costs may be reduced or eliminated. Please see Section VII Coordination of Benefits. It is important to tell your Provider about any other vision coverage so that claims are submitted properly.

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## VII. Coordination of Benefits

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### COORDINATION OF THE GROUP CONTRACTS BENEFITS WITH OTHER BENEFITS

All of the Benefits under this Certificate, if applicable, will be subject to a Coordination of Benefits ("COB") provision that is designed to provide maximum coverage, but not result in payment of more than 100 percent of the total fee for a given treatment.

#### A. APPLICABILITY

1. This COB provision applies to This Plan when you or your Eligible Dependent have health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.
2. The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

#### B. DEFINITIONS

1. **Plan** is any of the following that provides benefits or services for vision care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.
  - a. Plan includes: group and non-group insurance contracts, health insuring corporation ("HIC") contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
  - b. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental

coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (a) or (b) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- c. This Plan means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from this Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- d. The order of benefit determination rules determine whether this Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When this Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When this Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

- 2. **Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides payment for services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- a. If a person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense .
  - b. If a person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
  - c. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
  - d. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.
- 3. **Closed Panel Plan** is a Plan that provides vision benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
  - 4. **Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides

more than one half of the calendar year excluding any temporary visitation.

### C. ORDER OF BENEFIT DETERMINATION RULES

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows

1. The **Primary Plan** pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
2. Except as provided in the paragraph below, a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
  - a. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a "Closed Panel Plan" to provide out-of-network benefits.
3. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
4. Each Plan determines its order of benefits using the first of the following rules that apply:
  - a. Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers the person as a dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.
  - b. Dependent Child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent Child is covered by more than one Plan the order of benefits is determined as follows:
    - i. For a dependent Child whose parents are married or are living together, whether or not they have ever been married:
      - (a) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
      - (b) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
      - (c) However, if one spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.
    - ii. For a dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
      - (a) If a court decree states that one of the parents is responsible for the dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree;
      - (b) If a court decree states that both parents are responsible for the dependent Child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
      - (c) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent Child, the provisions

of Subparagraph (a) above shall determine the order of benefits; or

(d) If there is no court decree allocating responsibility for the dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:

- 1) The Plan covering the Custodial parent;
- 2) The Plan covering the spouse of the Custodial parent;
- 3) The Plan covering the non-custodial parent; and then
- 4) The Plan covering the spouse of the non-custodial parent.

(e) For a dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of Subparagraph (i) or (ii) above shall determine the order of benefits as if those individuals were the parents of the Child.

iii. Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.

iv. COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or

covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.

v. Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

vi. If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, this Plan will not pay more than it would have paid had it been the Primary Plan.

#### **D. EFFECT ON THE BENEFITS OF THIS PLAN**

1. When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a Plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.
2. If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

## **E. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts about vision care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other Plans. RLHICA may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other Plans covering the person claiming benefits. RLHICA need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give RLHICA any facts it needs to apply those rules and determine benefits payable.

## **F. FACILITY OF PAYMENT**

A payment made under another Plan may include an amount that should have been paid under this Plan. If it does, RLHICA may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this Plan. RLHICA will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

## **G. RIGHT OF RECOVERY**

If the amount of the payments made by RLHICA is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## **H. COORDINATION DISPUTES**

If you believe that RLHICA has not paid a claim properly, you should first attempt to resolve the problem by contacting us, 1-888-358-9484. If you are not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526 or visit the Department's website at <http://insurance.ohio.gov>.

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# **VIII. Claim Denial Appeals**

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If you receive notice of an Adverse Benefit Determination, and if you think that RLHICA incorrectly denied all or part of your claim, you or your Provider should contact the Member Services Department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 1-800-877-7195 and speaking to a representative. You may also mail your inquiry to VSP, ATTN: Appeals Department P.O. Box 2350, Rancho Cordova, CA 95741.

**Initial Appeal:** All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. You may review, during normal business hours, any documents held by RLHICA's claims administrator pertinent to the denial. You may also submit written comments or supporting documentation concerning the claim to assist in the review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to you within thirty (30) calendar days after receipt of the request for the appeal. Incomplete appeal information will suspend the 30 day response timeframe, until receipt of any additional necessary information.

The notice of a Claims Denial Appeals Procedure will meet the requirements described below under the heading "Manner and Content of Notice."

### **Manner and Content of Notice**

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent Policy provisions(s) on which the denial is based, the applicable review procedures for vision claims, including applicable time limits, and that you are entitled to access, free of charge, upon request, all documents, records and other information relevant to your claim. The notice will also contain a description of any additional materials necessary to complete your claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your claim has been completely reviewed according to this Claims Denial Appeals Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge.

## Second Level Appeal

If you disagree with the response to the Initial Appeal of the denied claim, you have the right to a Second Level Appeal. A request for a Second Level Appeal must be submitted to RLHICA's claims administrator within sixty (60) calendar days after receipt of the response to the Initial Appeal. Communication of a final determination to you shall be provided within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. The communication to you shall include the specific reasons for the determination.

## Other Remedies

When you have completed the appeals process provided for herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for your state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), you have the right to bring a civil action when all available levels of review, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Certificate and you disagree with the outcome of such appeals.

**If you (a) need the assistance of a governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may also contact the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town Street, Third Floor, Suite 300, Columbus, OH 43215.**

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## IX. Termination of Coverage

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RLHICA must give your employer or organization at least 45 days' advance notice of cancellation, expiration, nonrenewal, or change in rates. In the event RLHICA chooses to terminate the Policy due to nonpayment of premium, RLHICA will give your employer or organization notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due.

Your RLHICA coverage may be automatically terminated:

1. When your employer or organization advises RLHICA to terminate your coverage;
2. On the last day of the month for which your employer or organization has failed to pay RLHICA;
3. Or for any other reason stated in the Policy.

A person whose eligibility is terminated may be eligible to transfer to an individual direct payment contract with RLHICA. Please contact RLHICA to obtain further information.

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## X. Continuation of Coverage

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### A. Loss of Eligibility During Treatment

1. If you and/or an Eligible Dependent lose eligibility while receiving vision treatment, only those Covered Services received while you and/or your Eligible Dependent were eligible under the Policy will be payable.
2. Certain procedures begun before the loss of eligibility may be covered if the services were completed within a 30 day period measured from the date of termination. In those cases, RLHICA evaluates those services in progress to determine what portion may be paid by RLHICA. The difference between RLHICA's payment and the total fee for those procedures is your responsibility.

### B. Continuation Coverage - COBRA

If your employer or organization is required to comply with provisions under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and your coverage would otherwise end, you and/or your covered Eligible Dependents may have the right under certain circumstances to continue coverage in the group health plans sponsored by your employer or organization, at your expense, beyond the time coverage would normally end.

COBRA continuation coverage may be available if your coverage or a covered Eligible Dependent's coverage would otherwise end because of one of the following COBRA qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than your gross misconduct;
2. Reduction in the number of hours worked so that you are no longer an eligible employee under the terms of the group health plan;

3. Divorce or legal separation;
4. Death;
5. Loss of dependent status under the terms of the group health plan; or
6. You become entitled to Medicare (if applicable).

If you are called to active duty in the armed forces of the United States, you and your covered Eligible Dependents may also have continuation coverage rights under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

If you believe you are entitled to continuation coverage either under COBRA or USERRA, you should contact your employer or organization to receive additional information about your rights and to learn more about the applicable procedures for applying for such continuation coverage.

**C. Continuation Coverage – Death of Certificate Holder**

Upon the death of the Certificate Holder, coverage for Eligible Dependents (if any) shall continue for a period of 90 days, subject to the termination provisions found in Section III and Section X of this Certificate.

**D. Continuation Coverage – Eligible Dependents**

Eligible Dependents may elect to continue coverage under this Certificate in the event of the divorce, retirement or death of the Certificate Holder. To elect coverage, Eligible Dependents should contact the Certificate Holder’s employer or organization immediately following the occurrence of one of the above-mentioned events.

**E. Continuation Coverage – Total Disability**

In the event the Policy is terminated for any reason, the Benefits paid pursuant to the Policy shall continue for a period of 90 days in the event of total disability (on the date of such termination) of the Certificate Holder or an Eligible Dependent.

the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

**Assignment**

Benefits to you or your Eligible Dependent are for the personal benefit of you or your Eligible Dependent and cannot be transferred or assigned. You or your Eligible Dependent, however, may assign Benefits to the Provider who rendered Covered Services under This Plan. Benefits paid pursuant to such assignment shall discharge the obligation of RLHICA with respect to the amount of the Benefits so paid.

**Subrogation**

If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.

**Obtaining and Releasing Information**

While you are covered by RLHICA, you agree to provide RLHICA with any information it needs to process your claims and administer your Benefits. This includes allowing RLHICA to have access to your vision records.

**Provider-Patient Relationship**

You and your Eligible Dependents have the freedom to choose any Provider. Each Provider maintains the Provider-patient relationship with the patient and is solely responsible to the patient for vision advice and treatment and any resulting liability.

**Late Claims Submission**

Except as otherwise provided in this Certificate, RLHICA’s claims administrator will not honor and no payment will be made for services, items or supplies if a claim for those services, items or supplies has not been received by RLHICA’s claims administrator within one year from the date that the services, items or supplies were provided.

**Change of Certificate or Policy**

No agent has the authority to change any provisions in this Certificate or the provisions of the Policy on which it is based. No changes to this Certificate or the underlying Policy are valid unless approved in writing by an officer of RLHICA.

**Note:** This Certificate and the Policy are subject to change if, in the future, federal and state privacy laws and regulations require RLHICA or your employer or organization to comply with such laws and regulations. Should any such change to this Certificate or the Policy be necessary by law, you will receive written notice from

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## **XI. General Conditions**

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**Change of Status**

You must notify RLHICA through your employer or organization, of any event causing a change in the status of an Eligible Dependent. Events that can affect

RLHICA informing you of the reasons for any change to this Certificate or the Policy and the process by which you will receive an amended Certificate or the amended section of this Certificate.

### **Legal Actions**

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy, unless otherwise provided by applicable state law. No such action may be brought after the expiration of three years after the time written proof of loss is required to be given. This provision does not preclude the Policyholder or Certificate Holder from seeking a decision from a jury trial once all administrative appeals have been exhausted.

### **Representations**

In the absence of fraud, all statements made by your employer or organization or by you or your Eligible Dependents, shall be deemed to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy, unless it is contained in a written application.

**ADDITIONAL BENEFIT RIDER  
SUPPLEMENTAL PRIMARY EYECARE PLAN**

**GENERAL**

This Rider lists additional vision care benefits to which Covered Persons of Renaissance Life & Health Insurance Company of America ("RLHICA") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. Plan Benefits under the Supplemental Primary EyeCare Plan are available to Covered Persons only after all other benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan. This Rider forms a part of the Policy and Certificate of Coverage to which it is attached.

The Supplemental Primary EyeCare Plan is designed for the detection, treatment and management of ocular conditions and/or systemic conditions that produce ocular or visual symptoms. Under the Plan, Eyecare Professionals provide treatment and management of urgent and follow-up services. Primary EyeCare also involves management of conditions that require monitoring to prevent future vision loss.

The Eyecare Professional is responsible for advising and educating patients on matters of general health and prevention of ocular disease. If consultation, treatment, and/or referral are necessary, it is the responsibility of the Eyecare Professional, to manage and coordinate on behalf of the patient to assure appropriateness of follow-up services.

Covered Persons with the following symptoms and/or conditions (see DEFINITIONS, below) will be covered for certain Primary EyeCare services in accordance with the optometric scope of licensure in the Eyecare Professional's state.

**SYMPTOMS**

Examples of symptoms which may result in a patient seeking services on an urgent basis under the Primary EyeCare Plan include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

**CONDITIONS**

Examples of conditions which may require management under the Primary EyeCare Plan include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- cataract
- pink-eye
- macular degeneration
- corneal dystrophy
- corneal abrasion
- blepharitis
- sty

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

## ELIGIBILITY

Covered Persons as defined in the Policy and Certificate are eligible for coverage when the Supplemental Primary EyeCare Plan is purchased.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

## COPAYMENT

A Copayment amount of \$10.00 shall be payable by the Covered Person at the time of each Supplemental Primary EyeCare office visit.

## PLAN BENEFITS

SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT*
Eye Examination	Covered in full, less Copayment	Up to current Out-of-Network Schedule of Allowances
Consultation	Covered in full, less Copayment	Up to current Out-of-Network Schedule of Allowances
Urgent/Emergency Care	Covered in full, less Copayment	Up to current Out-of-Network Schedule of Allowances
Special Ophthalmological Services	Covered in full, less Copayment	Up to current Out-of-Network Schedule of Allowances
Eye and Ocular Adnexa Services	Covered in full, less Copayment	Up to current Out-of-Network Schedule of Allowances
*Services from an Out-of-Network provider are in lieu of services from an In-Network Provider. There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full. RLHICA's claims administrator is unable to require Out-of-Network Providers to adhere to its quality standards.		

## IN-NETWORK PROVIDER REFERRALS

The In-Network Provider will refer the Covered Person to another doctor under the following circumstances:

1. If the Covered Person requires additional services which are covered by the Primary EyeCare Plan but cannot be provided in the In-Network Provider's office, the Provider will refer the Covered Person to another In-Network Provider or to a physician under the Group's medical plan whose offices provide the necessary services.
2. If the Covered Person requires services beyond the scope of the Supplemental Primary EyeCare Plan, the In-Network Provider will refer the Covered Person to a physician under the Group's medical plan.

Referrals are intended to ensure that Covered Persons receive the appropriate level of care for their presenting condition. Covered Persons do not require a referral from an In-Network Provider in order to obtain Plan Benefits.

## EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Primary EyeCare Plan is designed to cover Primary EyeCare services only. There is no coverage provided under the Policy for the following:

- Costs associated with securing materials such as lenses and frames.
- Orthoptics or vision training and any associated supplemental testing.
- Surgical or pathological treatment.
- Any eye examination, or any corrective eyewear required by an employer as a condition of employment.
- Medication.
- Pre- and post-operative services.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.
- Frames, spectacle lenses, contact lenses or any other ophthalmic materials
- Surgery, and any pre- or post-operative services, except as an ocular adnexa service included herein.
- Treatment for any pathological conditions.
- Insulin or any medications or supplies of any type.
- Local, state and/or federal taxes, except where RLHICA or its vision administrator is required by law to pay.

## DEFINITIONS

Blepharitis	Inflammation of the eyelids.
Cataract	A cloudiness of the lens of the eye obstructing vision.
Conjunctiva forepart of the eye.	The mucous membrane that lines the inner surface of the eyelids and is continued over the
Corneal Abrasion	Irritation of the transparent, outermost layer of the eye.
Corneal Dystrophy	A disorder involving nervous and muscular tissue of the transparent, outermost layer of the eye.
Diplopia	The observance by a person of seeing double images of an object
Eyecare Professional	Any duly licensed optometrist, ophthalmologist or other doctor of medicine (M.D.), or doctor of osteopathy (O.D.).
Eye Muscle Dysfunction	A disorder or weakness of the muscles that control the eye movement.
Flashes or Floaters	The observance by a person of seeing flashing lights and/or spots.
Glaucoma optic disc and gradual loss of vision.	A disease of the eye marked by increased pressure within the eye which causes damage to the
Macula	The small, sensitive area of the central retina, which provides vision for fine work and reading.
Macular Degeneration	An acquired degenerative disease which affects the central retina.
Ocular	Of or pertaining to the eye or the eyesight.
Ocular Conditions	Any condition, problem, or complaint relating to the eyes or eyesight.
Ocular Hypertension	Unusually high blood pressure within the eye.
Ocular Trauma	A forceful injury to the eye due to a foreign object.
Pink eye	An acute, highly contagious inflammation of the conjunctiva.
Retinal Nevus formed by the lens.	A pigmented birthmark on the sensory membrane lining the eye that receives the image
Systemic Condition	Any condition or problem relating to a person's general health.
Sty	An inflamed swelling of the fatty material at the margin of the eyelid.
Transient Loss of Vision	Temporary loss of vision.

# NOTICE OF PRIVACY PRACTICES

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**Date of This Notice: December 20, 2017**

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**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 Notice describes the privacy practices of Delta Dental Plan of Michigan, Inc., Delta Dental Plan of Ohio, Inc., Delta Dental Plan of Indiana, Inc., Delta Dental Plan of Arkansas, Inc., Delta Dental of Kentucky, Inc., Delta Dental Plan of New Mexico, Inc., Delta Dental of North Carolina, Delta Dental of Tennessee, Renaissance Life & Health Insurance Company of America, Renaissance Life & Health Insurance Company of New York, Renaissance Electronic Services, LLC, Tesia Clearinghouse, LLC (collectively, “we” or “us” or the “Plan”). These entities have designated themselves as a single affiliated covered entity for purposes of the privacy rules under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and each has agreed to abide by the terms of this Notice and may share protected health information with each other as necessary for treatment, payment or to carry out health care operations, or as otherwise permitted by law.

The HIPAA Privacy Rule protects only certain medical information known as “protected health information” (“PHI”). Generally, PHI is individually identifiable health information, including demographic information, collected from you or received by a health care provider, a health care clearinghouse, a health plan or your employer on behalf of a group health plan that relates to:

- (1) your past, present or future physical or mental health or condition;
- (2) the provision of health care to you; or
- (3) the past, present or future payment for the provision of health care to you.

We are required by law to maintain the privacy of your health information and to provide you with this notice of our legal duties and privacy practices with respect to your health information. We are committed to protecting your health information.

We comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act. We maintain a breach reporting policy and have in place appropriate safeguards to track required disclosures and meet appropriate reporting obligations. We will notify you promptly in the event a breach occurs that may have compromised the security or privacy of your PHI. In addition, we comply with the “Minimum Necessary” requirements of HIPAA and the HITECH amendments. We also comply with all applicable laws relating to retention and destruction of your PHI.

For more information concerning this Notice please see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html)

## **HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU**

The following categories describe different ways that we may use or disclose your PHI.

**For Treatment** We may use or disclose your PHI to facilitate medical treatment or services by providers. We may disclose PHI about you to providers, including dentists, doctors, nurses, or technicians, who are involved in taking care of you. For example, we might disclose information about your prior dental X-ray to a dentist to determine if the prior X-ray affects your current treatment.

**For Payment** We may use or disclose PHI about you to obtain payment for your treatment and to conduct other payment related activities, such as determining eligibility for Plan benefits, obtaining customer payment for benefits, processing your claims, making coverage decisions, administering Plan benefits, and coordinating benefits.

**For Health Care Operations** We may use and disclose PHI about you for other Plan operations, including setting rates, conducting quality assessment and improvement activities, reviewing your treatment, obtaining legal and audit

services, detecting fraud and abuse, business planning and other general administration activities. In accordance with the Genetic Information and Nondiscrimination Act of 2008, we are prohibited from using your genetic information for underwriting purposes.

**To Business Associates** We may contract with individuals or entities known as Business Associates to perform various functions or to provide certain types of services on the Plan’s behalf. In order to perform these functions or provide these services, Business Associates may receive, create, maintain, use and/or disclose your PHI, but only if they agree in writing with the Plan to implement appropriate safeguards regarding your PHI. For example, the Plan may disclose your PHI to a Business Associate to administer claims or provide support services, such as utilization management, quality assessment, billing and collection or audit services, but only after the Business Associate enters into a Business Associate Agreement with the Plan.

**Health-Related Benefits and Services** We may use or disclose health information about you to communicate to you about health-related benefits and services. For example, we may communicate to you about health-related benefits and services that add value to, but are not part of, your health plan.

**To Avert a Serious Threat to Health or Safety** We may use and disclose PHI about you to prevent or lessen a serious and imminent threat to the health or safety of a person or the general public.

**Military and Veterans** If you are a member of the armed forces, we may release PHI about you if required by military command authorities.

**Worker’s Compensation** We may release PHI about you as necessary to comply with worker’s compensation or similar programs.

**Public Health Risks** We may release PHI about you for public health activities, such as to prevent or control disease, injury or disability, or to report child abuse, domestic violence, or disease or infection exposure.

**Health Oversight Activities** We may release PHI to help health agencies during audits, investigations or inspections.

**Lawsuits and Disputes** If you are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We also may disclose PHI about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

**Law Enforcement** We may release PHI if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process;
- To identify or locate a suspect, fugitive, material witness, or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person’s agreement;
- About a death we believe may be the result of criminal conduct; and
- In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

**Coroners, Medical Examiners and Funeral Directors** We may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

**National Security and Intelligence Activities** We may release PHI about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**To Plan Sponsor** We may disclose your PHI to certain employees of the Plan Sponsor (i.e., the Company) for the purpose of administering the Plan. These

employees will only use or disclose your PHI as necessary to perform Plan administrative functions or as otherwise required by HIPAA.

**Disclosure to Others** We may use or disclose your PHI to your family members and friends who are involved in your care or the payment for your care. We may also disclose PHI to an individual who has legal authority to make health care decisions on your behalf.

#### **REQUIRED DISCLOSURES**

The following is a description of disclosures of your PHI the Plan is required to make:

**As Required By Law** We will disclose PHI about you when required to do so by federal, state or local law. For example, we may disclose PHI when required by a court order in a litigation proceeding, such as a malpractice action.

**Government Audits** The Plan is required to disclose your PHI to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining the Plan's compliance with HIPAA.

**Disclosures to You** Upon your request, the Plan is required to disclose to you the portion of your PHI that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits.

#### **WRITTEN AUTHORIZATION**

We will use or disclose your PHI only as described in this Notice. **It is not necessary for you to do anything to allow us to disclose your PHI as described here.** If you want us to use or disclose your PHI for another purpose, you must authorize us in writing to do so. For example, we may use your PHI for research purposes if you provide us with written authorization to do so. You may revoke your authorization in writing at any time. When we receive your revocation, it will be effective only for future uses and disclosures. It will not be effective for any PHI that we may have used or disclosed in reliance upon your written authorization. We will never sell your PHI or use it for marketing purposes without your express written authorization. We cannot condition treatment, payment, enrollment in a Health Plan, or eligibility for benefits on your agreement to sign an authorization.

#### **ADDITIONAL INFORMATION REGARDING USES OR DISCLOSURES OF YOUR PHI**

For additional information regarding the ways in which we are allowed or required to use or disclose your PHI, please see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html)

#### **YOUR RIGHTS REGARDING PHI THAT WE MAINTAIN**

You have the following rights regarding PHI we maintain about you:

**Your Right to Inspect and Copy Your PHI** You have the right to inspect and copy your PHI. You must submit your request in writing and if you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request. A copy will be provided within 30 days of your request.

The Plan may deny your request to inspect and copy PHI in certain limited circumstances. If you are denied access to PHI, you may request that the denial be reviewed by submitting a written request to the Contact Person listed below.

**Your Right to Amend Incorrect or Incomplete Information** If you believe that the PHI the Plan has about you is incorrect or incomplete, you may request that we change your PHI by submitting a written request. You also must provide a reason for your request. We are not required to amend your PHI but if we deny your request, we will provide you with information about our denial and how you can disagree with the denial within 60 days of your request.

**Your Right to Request Restrictions on Disclosures to Health Plans.** Where applicable, you may request that restrictions be placed on disclosures of your PHI.

**Your Right to an Accounting of Disclosures We Have Made** You may request an accounting of disclosures of your PHI that we have made, except for

disclosures we made to you or pursuant to your written authorization, or that were made for treatment, payment or health care operations. You must submit your request in writing. Your request may specify a time period of up to six years prior to the date of your request. We will provide one list of disclosures to you per 12-month period free of charge; we may charge you for additional lists.

**Your Right to Request Restrictions on Uses and Disclosures** You have the right to request restrictions or limitations on the way that we use or disclose PHI. You must submit a request for such restrictions in writing, including the information you wish to limit, the scope of the limitation and the persons to whom the limits apply. We may deny your request.

**Your Right to Request Confidential Communications Through a Reasonable Alternative Means or at an Alternative Location** You may request that we direct confidential communications to you in an alternative manner (i.e., by facsimile or e-mail). You must submit your request in writing. We are not required to agree to your request, however we will accommodate your request if doing otherwise would place you in any danger.

#### **Your Right to a Paper Copy of This Notice**

To obtain a paper copy of this Notice or a more detailed explanation of these rights, send us a written request at the address listed below. You may also obtain a copy of this Notice at one of our websites:

[www.deltadentalmi.com](http://www.deltadentalmi.com),  
[www.deltadentaloh.com](http://www.deltadentaloh.com),  
[www.deltadentalin.com](http://www.deltadentalin.com),  
[www.deltadentalar.com](http://www.deltadentalar.com),  
[www.deltadentalky.com](http://www.deltadentalky.com),  
[www.deltadentalnc.com](http://www.deltadentalnc.com),  
[www.deltadentalnm.com](http://www.deltadentalnm.com),  
[www.deltadentaltn.com](http://www.deltadentaltn.com),  
[www.renaissance dental.com](http://www.renaissance dental.com), or  
[www.dentalhero.com](http://www.dentalhero.com).

#### **Your Right to Appoint a Personal Representative**

Upon receipt of appropriate documentation appointing an individual as your personal representative, medical power of attorney or legal guardian, that individual will be permitted to act on your behalf and make decisions regarding your healthcare.

#### **CHANGES TO THIS NOTICE**

We may amend this Notice of Privacy Practices at any time in the future and make the new Notice provisions effective for all PHI that we maintain. We will advise you of any significant changes to the Notice. We are required by law to comply with the current version of this Notice.

#### **COMPLAINTS**

If you believe your privacy rights or rights to notification in the event of a breach of your PHI have been violated, you may file a complaint with us or with the Office of Civil Rights. Complaints about this Notice or about how we handle your PHI should be submitted in writing to the Contact Person listed below.

A complaint to the Office of Civil Rights should be sent to Office of Civil Rights, U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, 1-877-696-6775. You also may visit OCR's website at <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html> for more information.

You will not be penalized, or in any other way retaliated against for filing a complaint with us or the Office of Civil Rights.

#### **SEND ALL WRITTEN REQUESTS REGARDING THIS PRIVACY NOTICE TO:**

**Chief Privacy Officer  
P.O. Box 30416  
Lansing, MI 48909-7916  
517-347-5451 (TTY users call 711)**

**FACTS****WHAT DOES RENAISSANCE LIFE & HEALTH INSURANCE COMPANY OF AMERICA DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Insurance claim information
- Transaction history and Medical information
- Credit card payments and Employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**Why?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Renaissance Life & Health Insurance Company of America chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Renaissance Life & Health Insurance Company of America share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes –</b> to offer our products and services to you	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We do not share</b>
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	<b>No</b>	<b>We do not share</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We do not share</b>

**Questions?**

Call 517-347-5451 or go to [www.renaissancedental.com](http://www.renaissancedental.com) (TTY users call 711)

Para asistencia en español, llame al número de servicio al cliente (customerservice) que se incluye o en el reverso de su tarjeta de identificación.

This notice is also available in alternative formats upon request and at no cost to persons with disabilities.

What we do	
<b>How does Renaissance Life &amp; Health Insurance Company of America protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Renaissance Life &amp; Health Insurance Company of America collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ Apply for insurance or Pay insurance claims</li> <li>■ File an insurance claim or Use your credit or debit card</li> <li>■ Give us your contact information</li> </ul>
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with the Delta Dental name in Michigan, Ohio, Indiana, Kentucky, Tennessee, New Mexico, Arkansas and North Carolina; insurance companies such as Renaissance Life &amp; Health Insurance Company of America and Renaissance Health Insurance Company of New York; and others such as Renaissance Systems &amp; Services, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Renaissance Life &amp; Health Insurance Company of America does not share your personal information with non-affiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Renaissance Life &amp; Health Insurance Company of America does not jointly market with non-affiliated financial companies.</i></li> </ul>

Other important information	
<p><b>For customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA:</b> To review your personal information, write to Privacy Officer/Legal Department, 4100 Okemos Road, Okemos, MI 48864. You must state your full name, address, policy number (if applicable) and the information you would like to see. We will tell you what information we have, and you may review and copy it at our office or ask that we mail a copy to you for a fee. If you think that personal information that we have about you is wrong, you may write to us. We will tell you what actions we take because of your letter. If you do not agree with our actions, you may send us a statement.</p>	

**Notice Concerning Coverage  
Limitations and Exclusions under the Ohio Life  
and Health Insurance Guaranty Association  
Act**

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.*

Ohio Life and Health Insurance Guaranty Association  
5005 Horizons Drive, Suite 200  
Columbus, OH 43220

Ohio Department of Insurance  
50 West Town Street  
Third Floor-Suite 300  
Columbus, OH 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

## COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract; if they are insured under a group insurance contract, issued by a member insurer; or if they are the payee or beneficiary of a structured settlement annuity contract. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does **not** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

## LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than \$100,000 in cash surrender values, \$500,000 in major medical insurance benefits, \$300,000 in disability or long-term care insurance benefits, \$100,000 in other health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of \$300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is \$500,000.

*Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act:* For unallocated annuities that fund governmental retirement plans under §§401, 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual, except as noted above. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

For more information about the Ohio Life & Health Insurance Guaranty Association, visit our website at: [www.olhiga.org](http://www.olhiga.org).

As of 12/22/2015

## Terms for Paperless Delivery

By completing the application or enrollment form to which these “*Terms for Paperless Delivery*” are attached, you agree that you have read, understood, and consented to the electronic delivery of certain documents in accordance with these terms.

### Electronic Delivery of Documents

Documents that may be provided to you pursuant to these terms include, but are not limited to, application and enrollment forms, the group policy, policy declarations and endorsements, certificates of coverage, coverage summaries, enrollee ID cards, newsletters, disclosures, privacy notices, explanation of benefit statements, billing statements/cancellation notices and service notifications. The information sent electronically will be sent in a manner so that you may permanently retain the information.

If you choose to receive electronic delivery of documents, an e-mail will be sent to you informing you that the document(s) have been posted and are available to you on a secure website or via other means (such as a hyperlink). Alternatively, an e-mail will be sent to you that include the document(s) in the body of the e-mail or in an attachment to the e-mail.

You acknowledge that your consent to receive electronic delivery of documents is subject to all applicable federal, state, or local laws and regulations, including but not limited to the federal Electronic Signatures in Global and National Commerce Act, the Health Insurance Portability and Accountability Act, and the Gramm-Leach-Bliley Act. By registering for electronic delivery of documents, you agree that these laws and regulations, and your consent, apply to the fullest extent possible to validate our ability to communicate with you by electronic means.

### Updating Your E-Mail Address

You are responsible for ensuring that any e-mail address you provide is accurate and up-to-date. You must inform us of any changes in your e-mail address by calling Customer Service at 1-888-358-9484 or by updating the information with your employer or group. You agree that it is your responsibility to keep all contact information updated and correct. If you fail to do so, you understand and agree that any documents shall nevertheless be deemed to have been provided or made available to you in electronic form, to the extent permitted by law.

### System Requirements

You agree and certify that you have the necessary hardware and software to access and retain documents that are delivered to you electronically. To access these documents, you will need a personal computer or other access device that is capable of accessing the Internet, and a valid e-mail address. To retain electronic records, your computer or access device must have the ability to download documents to a hard drive or external storage device, or to print the documents in hard copy. Electronic delivery may require the following platforms and browsers:

Windows 98 or higher  
Mac OS X  
Microsoft Internet Explorer 6 or higher  
FireFox 1 or higher  
Safari 1 or higher

Some pages contain content that may also require the Adobe® Acrobat® Reader. This plug-in can be downloaded for free.

### Paper Copies of Documents and Changing Your Delivery Preferences

All communications we deliver to you in an electronic format will be considered to have been delivered "in writing." We recommend that you preserve a permanent copy of all electronically delivered documents, either by saving them to your computer or printing a paper copy. You may choose to change from electronic delivery to paper delivery at any time by calling Customer Service at 1-888-358-9484 or contacting your employer or group. Any changes in the selected method of delivery may not take effect for up to 30 days. You will not be charged any fees as a result of changing your delivery preferences. In addition, you may at any time request a paper copy of any document, at no charge, by calling Customer Service at 1-888-358-9484.

### Changes to This Document

We reserve the right, in our sole discretion, to discontinue the provision of electronic documents, or to terminate or change the terms and conditions under which we provide electronic documents. We will provide you with notice of any such termination or change to the extent required by law. Without limiting the foregoing, if a change is required to protect the security of our system or subscriber information, we reserve the right to make immediate changes without prior notice.

This plan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. This plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

This plan provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats)

This plan provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, call 1-888-358-9484 (TTY users call 711).

If you believe that this plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with the civil rights coordinator at PO Box 1596, Indianapolis, IN 46206-1596; by phone at 1-888-358-9484 (TTY users call 711) or fax to 1-888-984-7156. You can file a grievance by mail, fax or phone. If you need help filing a grievance, the civil rights coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

انتباه: إذا كنت تتحدث اللغة العربية، فنتوفر خدمات المساعدة اللغوية مجاناً بالنسبة لك. اتصل على الهاتف رقم 1-888-358-9484 (رقم الطابعة الهاتفية: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-358-9484 (телетайп: 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-358-9484 (TTY : 711)。

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-358-9484 (TTY: 711).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-358-9484 (ATS: 711).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-358-9484 (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-888-358-9484 (TTY: 711).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-358-9484 (TTY: 711).

ध्यान दें: यदि आप हिन्दी बोलते हैं, तो भाषा सहायता सेवाएँ, आप के लिए निःशुल्क उपलब्ध हैं। कॉल करें 1-888-358-9484 (TTY: 711).

ધ્યાન આપો: જો તમે [ગુજરાતી] બોલતાં હો તો વિના મૂલ્ય ભાષાકીય સહાયતા સેવાઓ તમારે માટે ઉપલબ્ધ છે. કોલ કરો 1-888-358-9484 (TTY: 711).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-888-358-9484 (TTY: 711).

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-358-9484 (TTY: 711) تماس بگیرید.

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-358-9484 (TTY : 711) まで、お電話にてご連絡ください。

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-888-358-9484 (TTY: 711).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-358-9484 (TTY: 711) 번으로 전화해 주십시오.



