

# NEW MEXICO UBA VISION Certificates of Insurance



THIS OPTIONAL PRODUCT INCLUDES  
GROUP INSURANCE ONLY  
FOR MEMBERS OF THE  
UNITED BUSINESS ASSOCIATION



# UBA

*This certificate of insurance is for the UBA Vision Product **purchased on or after 040518**. You can call your personal member concierge at 866.438.4274 for any questions with your certificate.*

\*Group Vision Insurance is underwritten by Renaissance Life & Health Insurance Company of America. Renaissance does not offer and is not affiliated with the additional non-insurance benefits and services or discount programs offered in connection with membership in the United Business Association (UBA).



ATTENTION  
PLEASE

**READ CAREFULLY FOR ALL LIMITATIONS,  
EXCLUSIONS, AGE LIMITS, DEFINITIONS  
AND SCHEDULE OF BENEFITS.**

UBA Vision\_CertificateofInsurance\_v0921  
United Business Association  
409 W Vickery Blvd, Fort Worth, TX 76104  
866.438.4274 | ubamembers.com

# Member Driven Value.

PGS 03-22

Group Vision Insurance Certificate of Insurance

To find a provider go to:

**VSP.com**

ASSOCIATION BENEFITS  
PROVIDED BY:



INSURANCE COVERAGE  
UNDERWRITTEN BY:



BILLING, FULFILLMENT,  
& CUSTOMER SERVICE  
PROVIDED BY:



**Renaissance  
Group Vision Certificate  
United Business Association**

**RENAISSANCE**  
**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”).

**This type of plan is NOT considered “minimum essential coverage” under the Affordable Care Act and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty.”**

**READ YOUR GROUP VISION CERTIFICATE CAREFULLY**

**Renaissance Life & Health Insurance Company of America**  
**Summary of Vision Plan Benefits – Choice Plan**  
**For Group#090112**  
**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** – January 1 through December 31

**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. Out-of-Network Providers may bill Covered Persons that Provider’s standard rates, regardless of the amount of the Policy Benefits.

**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

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
Eye Examination	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.			

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
LENSES			Available once every 12 Months**
Single Vision	Covered in full *	Up to \$30.00*	
Lined Bifocal	Covered in full *	Up to \$50.00*	
Lined Trifocal	Covered in full *	Up to \$65.00*	
Lenticular	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.			

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
FRAMES	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 calendar year**, 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 (if covered) 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 (TTY users call 711).

## 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.

<b>Spectacle Lenses</b>		
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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</b>	Up to \$ 105.00	Available once every 12 Months**
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**(Materials Only)**

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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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 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.



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Robert P. Mulligan  
President and CEO

### Home Office:

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

**Attn: Renaissance Administration**  
P.O. Box 1596  
Indianapolis, IN 46206-1596

Administrative Direct Line: 1-800-745-7509  
Customer Service Direct Line: 1-888-358-  
9484 (TTY users call 711)

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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 organization elects a different 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 organization certifies to RLHICA that you are eligible to receive Benefits under This Plan.

## **Children**

Means your natural children, stepchildren, adopted children, foster children, placed in the foster home, 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 Child(ren) who has not yet reached the end of the calendar year of his or her 26<sup>th</sup> birthday; or,
- Your 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 vision care of the child; or
- Your Child(ren) who have reached the end of the calendar year of his or her 26<sup>th</sup> birthday and are 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.
- Coverage for children of Non-custodial Parents. When a child has health coverage through an Certificate Holder who is a non-custodial parent, RLHICA shall (1) provide such information to the custodial parent as may be necessary for the child to obtain benefits; (2) permit the custodial parent or the provider, with the custodial parent's approval, to submit claims for covered services without the approval of the non-custodial parent; and (3) make payments on claims submitted to the custodial parent, the provider or the state Medicaid agency.

When an insured parent is required by a court or administrative order to provide health coverage for a child, such Insured shall be permitted to enroll a child who is otherwise eligible for coverage without regard to any enrollment period restrictions.

If the parent is enrolled but fails to make application to obtain coverage for the child, the parent shall be permitted to enroll the child upon application of the child's other parent, the state agency administering the Medicaid program or the

state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program.

The child will not be disenrolled or coverage eliminated unless RLHICA is provided satisfactory written evidence that (a) the court or administrative order is no longer in effect; or (b) the child is or will be enrolled in comparable health coverage through another insurer that will take effect no later than the effective date of disenrollment.

## **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.

## **III. General Eligibility Rules**

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 organization on the initial Effective Date of the Policy, eligibility for Benefits will begin, unless otherwise stated as follows:
  - a. New members: Date on which RLHICA approves the enrollment of the new member, 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;
  - 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 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 (TTY users call 711) 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. 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.

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 (TTY users call 711);
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 997105  
Sacramento, CA 95899-7105**

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.

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## **V. Accessing Your Benefits**

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

1. Please read this Certificate, including the Summary of Vision Plan Benefits Section

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 (TTY users call 711).

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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 section shown in the Summary of Vision Plan 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 CONTRACT'S 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 has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.
2. If this COB provision applies, the order of benefit determination rules should be looked at first. These rules determine whether the Benefits of This Plan are determined before or after those of another Plan. The Benefits of This Plan:
  - a. Shall not be reduced when, under the order of benefit determination rules, This Plan determines its Benefits before another Plan; but
  - b. May be reduced when, under the order of benefits determination rules, another Plan determines its benefits first. The above reduction is described in Paragraph D. "Effect on the Benefits of This Plan."

#### B. DEFINITIONS

1. "**Allowable Expense**" means an expense covered under this Certificate when the item of expense is covered at least in part by one or more Plans covering the person for whom the claim is made.

When a Plan provides payment for services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

2. "**Claim Determination Period**" means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.
3. "**Plan**" is any of these which provides benefits or services for, vision care or treatment:
  - a. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual



practice coverage. It also includes coverage other than school accident-type coverage;

- b. Coverage under a governmental plan or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

Each contract or other arrangement for coverage under (a) or (b) is a separate Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

- 4. **“Primary Plan/Secondary Plan:”** The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person.

When This Plan is a Primary Plan, its Benefits are determined before those of the other Plan and without considering the other Plan’s benefits.

When This Plan is a Secondary Plan, its Benefits are determined after those of the other Plan and may be reduced because of the other Plan’s benefits.

When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more other Plans, and may be a Secondary Plan as to a different Plan or Plans.

- 5. **“This Plan”** means the vision coverage provided for you and your Eligible Dependents pursuant to this Certificate.

### C. ORDER OF BENEFIT DETERMINATION RULES

- 1. General. When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan which has its Benefits determined after those of the other Plan, unless:
  - a. The other Plan has rules coordinating its benefits with those of This Plan; and
  - b. Both those rules and This Plan’s rules, in subparagraph (C)(2) below, require

that This Plan’s Benefits be determined before those of the other Plan.

- 2. Rules. This Plan determines its order of Benefits using the first of the following rules which applies:

- a. Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member, or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:

- (i) Secondary to the Plan covering the person as a dependent and;
- (ii) Primary to the Plan covering the person as other than a dependent (*e.g.*, a retired employee), then the order of benefit determination is reversed so that the Plan covering the person as an employee, member, subscriber or retiree is secondary and the other Plan is primary.

- b. Dependent Child/Parents not Separated or Divorced. Except as stated in subparagraph (C)(2)(c) below, when This Plan and another Plan cover the same Child as a dependent of different persons, called “parents:”

- (i) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
- (ii) If both parents have the same birthday, the benefits of the Plan which covered the parents longer are determined before those of the Plan which covered the other parent for a shorter period of time.

However, if the other Plan does not have the rule described in subparagraph (C)(2)(b)(i) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

- c. Dependent Child/Parents Separated or Divorced. If two or more Plans cover a person as a dependent Child of divorced or separated parents, benefits for the Child are determined in this order:

- (i) First, the Plan of the parent with custody of the Child;
- (ii) Then, the Plan of the spouse of the parent with custody of the Child;
- (iii) Then, the Plan of the parent not having custody of the Child; and
- (iv) Then, the Plan of the spouse of the parent not having custody of the Child.

If the other Plan does not have this subparagraph (C)(2)(c) and if, as a result, the Plans do not agree on the order of benefits, this subparagraph (C)(2)(c) shall be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the Child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. The Plan of the other parent shall be the Secondary Plan. This subparagraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the Child, the Plans covering the Child shall be subject to the order of benefit determination contained in subparagraph (C)(2)(b) above.

- d. Active/Inactive Employee. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a Plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other Plan does not have this rule, and if, as a result, the

Plans do not agree on the order of benefits, this subparagraph (C)(2)(d) is ignored.

- e. Continuation Coverage. If a person whose coverage is provided under a right of continuation pursuant to federal law (*i.e.*, COBRA) or state law also is covered under another Plan, the benefits of the Plan covering the person as employee, member, or subscriber (or that person's dependent) shall be determined before the benefits under the continuation coverage. If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of benefits, this subparagraph (C)(2)(e) shall be ignored.
- f. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

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

- 1. When This Paragraph Applies. This Paragraph D. applies when, in accordance with Paragraph C. "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other Plans. In that event the Benefits of This Plan may be reduced under this Paragraph D. Such other Plan or Plans are referred to as "the other Plans" in subparagraph (D)(2) immediately below.
- 2. Reduction in This Plan's Benefits. The Benefits of This Plan will be reduced when the sum of:
  - a. The Benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and
  - b. The Benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the Benefits of This Plan will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses.

When the Benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

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

Certain facts are needed to apply these COB rules. RLHICA's claims administrator has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person subject in all events, to all provisions of applicable law. RLHICA's claims administrator need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give RLHICA's claims administrator any facts it needs to pay the claim.

#### **F. FACILITY OF PAYMENT**

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, RLHICA's claims administrator may pay that amount to the organization which made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. RLHICA's claims administrator will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

#### **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 following:

1. The persons it has paid or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

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

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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 (TTY users call 711) 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 Office of Superintendent of Insurance, Consumer Assistance Bureau, PO Box 1689 Santa Fe, NM 87504-1689 1-855-427-5674**

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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 member 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.

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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 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 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**

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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.



