VISION SERVICE PLAN INSURANCE COMPANY

INDIVIDUAL VISION CARE POLICY

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INDIVIDUAL VISION CARE POLICY

Provided By

Vision Service Plan Insurance Company

POLICY NUMBER:

POLICYHOLDER'S NAME:

COVERED DEPENDENTS:

POLICY EFFECTIVE DATE:

PREMIUM: $ [ ] per Plan Term

STATE OF DELIVERY: Michigan

You, the Policyholder under this Policy, shall be permitted to return this Policy within ten (10) days of its delivery to You and to have the premium paid refunded if, after examination of the Policy, You are not satisfied with it for any reason. If You return this Policy, as described above, to Vision Service Plan Insurance Company ("VSP") at its home office, it shall be void from the beginning. This means that You will be responsible for payment in full of any services received or materials purchased from the Policy Effective Date to the date the Policy is voided. If this Policy is so voided, VSP will not be liable for payment of any Plan Benefits utilized by any Covered Person under this Policy.

The benefits available under this Policy are provided by Vision Service Plan Insurance Company ("VSP"). For any questions or problems concerning any provisions of this Plan, please contact VSP at (800) 877-7195 or in writing to 3333 Quality Drive, Rancho Cordova, CA 95670.

REQUIRED PROVISIONS

ENTIRE CONTRACT; CHANGES

This Policy, and all riders, endorsements, exhibits and any other attached papers constitute the entire contract of insurance. A change in this Policy is not valid until the change is approved by an executive officer of VSP and unless the approval is endorsed on or attached to this Policy. A broker or other agent does not have authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES

After two (2) years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for a loss incurred, as defined in this Policy, commencing after the expiration of such two-year period.

GRACE PERIOD

Unless, not less than thirty (30) days prior to the premium due date VSP has delivered to the Policyholder, or has mailed to the Policyholder's last address as shown by VSP's records, written notice of its intention not to renew this Policy beyond the period for which the premium has been accepted, a grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium.

REINSTATEMENT

If a renewal premium is not paid before the expiration of the period granted for the Policyholder to make the payment, a subsequent acceptance of the premium by VSP or any agent authorized by VSP to accept the premium, without requiring in connection with the acceptance an application for reinstatement, reinstates the Policy. However, if VSP or its authorized agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated on approval of the application by VSP or, if the application is not approved, on the 45th day after the date of the conditional receipt unless VSP before that date has notified the Policyholder in writing of VSP's disapproval of the application. The Policyholder and VSP have the same rights under the reinstated Policy as they had under the Policy before the due date of the defaulted premium, subject to any provisions endorsed in the Policy or attached to the Policy in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not previously been paid, but not to any period more than sixty (60) days before the date of reinstatement.

LEGAL ACTION

No civil action shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

RENEWABILITY

This Policy is renewable at the option of the Policyholder so long as premiums are paid in a timely manner, the Policyholder has not performed an act or practice that constitutes fraud and VSP continues to offer this plan in the state of Michigan.

TERMINATION

If Policyholder terminates this Policy as of any date other than the end of the Plan Term Policyholder will remain liable to VSP for the for the lesser amount of any deficit incurred by VSP or the payments which Client would have paid for the remaining Plan Term of this Policy.

DEFINITIONS OF WORDS AND PHRASES USED IN THIS POLICY

Additional Benefit Rider	The document, attached as Exhibit A to this Policy (when purchased by Policyholder), which lists selected vision care services and/or vision care materials which a Covered Person is entitled to receive under this Policy.
Benefit Authorization	Authorization from VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled at the time the authorization is issued.
Copayment	An amount required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.
Covered Dependent	A Policyholder's eligible dependent who is covered under this Policy.
Covered Person	A person insured under this Policy, including the Policyholder and any Covered Dependent.
Open Access Provider	Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.
Plan or Plan Benefits	The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy.
Plan Term	A twelve (12) month period beginning on the Plan Effective Date of this Policy and on each subsequent anniversary thereof.
Policy	This document and all of its attachments, if any.
Policyholder	The person who signed the application for this Policy and who is responsible for payment of premiums for this Policy.
You, Your	The person insured under this Policy. The Policyholder.

VSP Preferred Provider	An optometrist or ophthalmologist, licensed and otherwise qualified to practice vision care and/or provide vision care materials, who has contracted with VSP to provide Plan Benefits on behalf of Covered Persons of VSP.
We, Us, Our, VSP	This refers to Vision Service Plan Insurance Company.

PLAN BENEFITS

During each Plan Term the following vision care services and/or materials are available to Covered Persons under this Policy, and when purchased by Policyholder, the Additional Benefit Rider(s) attached hereto, subject to any limitations, exclusions, or Copayments therein stated.

Examination

Each Plan Term, You and each of Your Covered Dependents are entitled to one complete initial vision analysis which will include an examination of visual functions and prescription of corrective eyewear where needed. At the time of the examination, You will be responsible for paying the VSP Preferred Provider a Copayment of $15.00. You will not be responsible for any other charges relating to the examination.

Lenses*

Each Plan Term, You and each of Your Covered Dependents are entitled to receive one pair of prescription lenses. For each pair of lenses You and Your dependents receive You will be responsible for paying the VSP Preferred Provider 1), the following Copayment† and 2), any charges for materials not covered under this Policy. For a list of non-covered materials, please refer to the section entitled “Plan Limitations”.

For Lenses (Single, Lined Bifocal, Lined Trifocal, or Lenticular), a Copayment of $25.00.

Frames*

Each Plan Term, You and each of Your Covered Dependents are entitled to an allowance of $150.00 toward the purchase of one set of frames. For each set of frames You and Your Covered Dependents receive, You will be responsible for paying the VSP Preferred Provider 1), a Copayment of $25.00† 2), any costs for the purchase of the frames which exceed Your plan allowance and 3), any charges for materials not covered under this Policy. For a list of non-covered materials, please refer to the section entitled “Plan Limitations”.

Your Plan Benefits for frames and lenses shall also include necessary professional services such as prescribing and ordering proper lenses, assisting in frame selection, verifying accuracy of finished lenses, proper fitting and adjustments of frames, subsequent adjustments to frames to maintain comfort and efficiency and progress or follow-up work as necessary.

† If both frames and lenses are purchased separately during a single Plan Term, the $25.00 Copayment will apply only to the first item purchased. If both frames and lenses are purchased together during a single Plan Term, only one $25.00 Copayment will be required for the combined purchase.

Contact Lenses*

Each Plan Term You and each of Your Covered Dependents are entitled to an allowance of $150.00 toward the cost of professional services and the purchase price of one pair of extended wear contact lenses or a supply of disposable contact lenses. An additional discount of fifteen percent (15%) will apply to the VSP Preferred Provider professional fee. For each pair of extended wear contact lenses or for each supply of disposable contact lenses You and Your Covered Dependents receive, You will be responsible for paying the VSP Preferred Provider 1), any amounts which exceed Your Plan allowance, and 2), any charges for services and/or materials not covered under this Policy. For a list of non-covered services and materials, please refer to the section entitled “Plan Limitations”.

***Important:** Under this Policy, each Plan Term You and each of Your Covered Dependents may purchase either 1) one pair of prescription eyeglasses (frame and lenses), or 2), one pair of extended wear contact lenses or a supply of disposable contact lenses.

OTHER PLAN BENEFITS

You and each of Your Covered Dependents are also entitled to receive the additional vision care services as stated below.

Additional Discount

In addition to the specific Plan Benefits stated above, You and each of Your Covered Dependents are entitled to receive a discount of twenty percent (20%) toward the purchase of additional complete pairs of prescription glasses (frames, lenses and Lens Options) from VSP Preferred Providers. Additional pairs are those purchased beyond the Plan Term benefit frequency allowed under this Policy.

Also, You and each of Your Covered Dependents are entitled to receive a discount of fifteen percent (15%) off of any VSP Preferred Provider's professional fees for evaluation and fitting of contact lenses.

You will be responsible for paying the VSP Preferred Provider the balance of any charges for materials and services after the applicable discount(s) are applied. To receive the discount(s), all services and/or materials must be purchased within twelve (12) months of an examination covered under this Policy and must be purchased from a VSP Preferred Provider.

Important: Additional Discounts do not apply to vision care services and/or materials obtained from an Open Access Provider.

WHAT YOU NEED TO KNOW ABOUT USING YOUR PLAN BENEFITS

How to obtain services and materials under this Policy

When You or any of Your Covered Dependents want to receive Plan Benefits, contact a VSP Preferred Provider and make an appointment. Identify Yourself as a VSP insured and the VSP Preferred Provider will contact VSP to verify Your eligibility and obtain a Benefit Authorization. You should refer to the VSP List of VSP Preferred Providers provided to You with Your Policy for the names of the VSP Preferred Providers in Your area. You may also find the locations of VSP Preferred Providers by visiting VSP's web site at www.vsp.com or by calling VSP Customer Care toll-free at (800) 877-7195. Covered Persons are not limited to any geographic area when they wish to use Plan Benefits. They may select and utilize a VSP Preferred Provider anywhere throughout the United States.

Why a Benefit Authorization is required

A Benefit Authorization is VSP's way of confirming to You and to the VSP Preferred Provider that You and Your Covered Dependents are eligible to receive Plan Benefits. If You or a Covered Dependent receive Plan Benefits without a Benefit Authorization, You would be responsible for paying the full amount of the services and/or materials to the doctor. If You cancel and return this Policy within ten (10) days of purchase, You will be responsible for payment of all expenses incurred by You or Your Covered Dependents for services or materials, even if VSP had issued a Benefit Authorization.

Plan Benefits received from an Open Access Provider

You and Your Covered Dependents may receive Plan Benefits from any duly licensed optometrist or ophthalmologist. If You or Your Covered Dependents receive Plan Benefits from an Open Access Provider, You will be responsible for paying the provider's full fee and requesting reimbursement from VSP. The amount reimbursed to You by VSP may not be enough to cover the full amount of the Open Access Provider's fee. VSP Preferred Providers have agreed to accept discounted fees for their services and to not bill You for Plan Benefits payable under this Policy. Open Access Providers do not have such an agreement with VSP and can charge You their full, non-discounted fees. Also, VSP is unable to require Open Access Providers to adhere to VSP's quality standards. Plan Benefits received from an Open Access Provider will exhaust Covered Persons' Plan Benefits under this Policy. Covered Persons may not receive similar Plan Benefits from both a VSP Preferred Provider and an Open Access Provider. For example, if We pay for an exam from a VSP Preferred Provider, no Plan Benefits will be available for an exam from an Open Access Provider.

Emergency services

Plan Benefits provided by VSP under this Policy are for routine vison care services and materials only. This Policy does not cover treatment for medical conditions, whether due to an emergency or to any other cause. If You or any of Your Covered Dependents require medical treatment for any reason, You should contact a medical provider.

Your rights under this Policy if You have problems or questions

For any questions You may have regarding Your coverage under this Policy, please contact VSP's Customer Care Division at (800) 877-7195, Monday through Friday, from 6 AM to 7 PM, Pacific Time. Many of Your questions may also be answered by visiting VSP's web site at www.vsp.com.

If You should ever have a complaint about the quality of the care You receive from a VSP Preferred Provider, wish to request reconsideration from VSP of a claim denied for payment, or for any other matter, Your first step should be to contact VSP's Customer Care Division. If they are not able to resolve Your complaint, they will assist You in the procedures for pursuing a formal review of Your concerns by VSP. For additional information on this matter, please refer to the section entitled "How VSP handles payment of claims".

HOW VSP HANDLES PAYMENT OF CLAIMS

Plan Benefits under this Policy are underwritten by Vision Service Plan Insurance Company, and are subject to preferred provider arrangements.

A preferred provider, referred to in this Policy as a "VSP Preferred Provider", is an optometrist or ophthalmologist that has signed a contract with VSP to provide Plan Benefits to Covered Persons under VSP policies. Each VSP Preferred Provider has agreed to accept discounted fees as payment from VSP in exchange for being listed in VSP's directory of its contracting doctors. A doctor who is not a preferred provider has no contractual arrangement with VSP and can charge whatever fee he or she desires. You can obtain more information regarding VSP's preferred providers, including a list of doctors in Your area, by visiting VSP's web site at www.vsp.com, by calling VSP's Customer Care Division at (800) 877-7195 or by writing to VSP at 3333 Quality Drive, Rancho Cordova, CA 95670.

Services from VSP Preferred Providers

When You or Your Covered Dependents receive services or materials from a VSP Preferred Provider, the doctor will submit any required claims directly to VSP. VSP will then pay the doctor for the Plan Benefits You or Your Covered Dependents received. You will never be required to file a claim with VSP. If VSP fails to pay the VSP Preferred Provider, neither You nor any of Your Covered Dependents will be held liable for any sums owed by VSP other than those not covered by VSP under this Policy.

Services from Open Access Providers

When You or Your Covered Dependents receive services or materials from an Open Access Provider, You will usually be required by the provider to pay the charges in full. You would then need to submit a claim form, along with copies of any invoices or receipts received from the doctor for the services or materials, to VSP for reimbursement. You may obtain a claim form on vsp.com or by calling (800) 877-7195. Claim forms may be submitted at vsp.com or at the address below:

VSP
Attn: Claims Processing
P. O. Box 385018
Birmingham, AL 35238-5018

You will be reimbursed for the services or materials based on the following Open Access Provider Schedule of Allowances and the reimbursement schedule shown on the attached Additional Benefit Rider(s) if purchased by Policyholder, less any applicable Copayments.

Open Access Provider Schedule of Allowances	
Service or Material	**Allowance**
Examination	$ 45.00
Single Vision Lens (pair)	$ 30.00
Bifocal Lens (pair)	$ 50.00
Trifocal Lens (pair)	$ 65.00
Progressive Lens (pair)	$ 50.00
Lenticular Lens (pair)	$ 100.00
Frame	$ 70.00
Contact Lens (pair)	$ 105.00

(This schedule is updated annually on January 1st of each year. When updated, allowances may change from those stated above.)

Proof of loss

For reimbursement of any loss under this Policy, proof of loss must be provided to VSP at the address stated above no more than three hundred sixty-five (365) calendar days after the date of the loss. Failure to provide the proof within the required time does not invalidate or reduce any claim if it was not reasonably possible to give proof within the required time. In that case, the proof must be provided as soon as reasonably possible but not later than one year after the time proof is otherwise requried, except in the event of legal incapacity.

Under the provisions of this Policy, "loss" means any amounts You paid for services or materials to an Open Access Provider. A "proof of loss" means a request for reimbursement as described in the "Services from Open Access providers" section, above. "Date of loss" means the date services were rendered or materials purchased.

Time of payment of claims

Requests for reimbursement payable under this Policy will be paid or denied within fifteen (15) calendar days of receipt of a request for reimbursement as described in the section entitled "Services from Open Access Providers", above. Requests for reimbursement received by VSP which are not complete may result in a delay in payment. If VSP requires additional information in order to process Your claim, We will contact You by telephone or in writing within fifteen (15) calendar days after receipt of Your request for reimbursement. Once all requested information has been received, We will pay or deny Your claim within fifteen (15) calendar days.

Payment of claims

If any amounts payable for Plan Benefits under this Policy shall be payable to the estate of the Policyholder, or to a Policyholder or beneficiary who is a minor or otherwise not competent to give a valid release, VSP may pay such amounts to any relative by blood or connection by marriage of the Policyholder or beneficiary who is deemed by VSP to be equitably entitled thereto. Any payment made by VSP in good faith pursuant to this provision shall fully discharge VSP to the extent of such payment.

Other insurance coverage

VSP will not coordinate Plan Benefits payable under this Policy with any other private or government insurance plan, including any other plan underwritten by VSP.

Denial of payment for claims

If VSP denies a claim, You have the right to request a reconsideration of the denial. Also, if VSP denies Your request for reconsideration of the claim, You have the right to appeal this decision.

You may obtain more information concerning VSP's appeals process by contacting VSP's Customer Care Division at (800) 877-7195.

PLAN LIMITATIONS

This Policy is designed to cover visual needs rather than cosmetic materials. If You or any of Your Covered Dependents obtain lens enhancements such as (but not limited to) blended lenses, tinted lenses, lens coatings, or any other "Lens Options" not related to the correction of refractive error, VSP will pay the amount stated in the Plan Benefits section for the lenses and You will be responsible for paying the VSP Preferred Provider for the additional costs of the Lens Options.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Preferred Provider or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

The following services and/or materials are not covered under this Policy.

1. Services and/or materials not included as Plan Benefits in this Policy.
2. Orthoptics or vision training and any associated supplemental testing.
3. Corneal Refractive Therapy (CRT)
4. Orthokeratology (a procedure using contact lenses to change the shape of the cornea in order to reduce myopia).
5. Refitting of contact lenses after the initial (90-day) fitting period.
6. Plano lenses (lenses with refractive correction equal to or less than ± .50 diopter) or contact lenses.
7. Two pair of glasses in lieu of bifocals.
8. Replacement of lenses and frames or contact lenses furnished under this Policy which are lost or broken, except at the normal intervals when Plan Benefits are otherwise available.
9. Medical or surgical treatment of the eyes.
10. Plano contact lenses to change eye color cosmetically.
11. Contact lenses used to change eye color cosmetically or artistically painted lenses.
12. Contact lens insurance policies or service contracts.
13. Additional office visits associated with contact lens pathology.
14. Contact lens modification, polishing or cleaning.
15. Costs for services and/or materials exceeding Plan Benefit allowances.
16. Services or materials of a cosmetic nature.
17. Local, state and/or federal taxes, except where VSP is required by law to pay.