



NATIONAL GUARDIAN LIFE INSURANCE COMPANY

(called "We", "Our", and "Us")

2 East Gilman Street Madison, Wisconsin 53701

**GROUP VISION INSURANCE
MASTER POLICY**

Underwritten by: National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, WI 53701-1191

Administrator: National Vision Administrators, L. L. C.
1200 Rt 46 West, 2nd Floor, Clifton, NJ 07013

In return for the application, which is attached, and payment of premium as it becomes due, National Guardian Life Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.

This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown on the Policy Schedule.

This Policy may be continued in force by payment of premium at the rates We establish until the insurance ends as provided.

The following are made part of this Policy: the provisions of the attached Certificates; all riders; all endorsements; and all amendments issued on and after the Effective Date.

This Policy is governed by the laws of the jurisdiction shown below.

POLICYHOLDER:	MILWAUKEE BOARD OF SCHOOL DIRECTORS
GROUP POLICY NUMBER:	NVAI00148
POLICY EFFECTIVE DATE:	January 1, 2019
ANNIVERSARY DATE:	January 1, 2020
JURISDICTION:	Wisconsin
PREMIUM DUE DATE:	1st of every Month
COVERAGE PROVIDED:	See Incorporated Certificate's Schedule of Benefits
INITIAL TERM:	12 Months

Kimberly Shaul, Secretary

Mark L. Solverud, President

NON-PARTICIPATING

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PART I: PREMIUMS

A. PREMIUM SCHEDULE

Refer to the attached Group Application for premium rate information.

B. PAYMENT OF PREMIUMS: The premiums due under this Policy are payable in advance directly to Us at the Administrator's Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy.

The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.

C. RIGHT TO CHANGE PREMIUM RATES: We have the right to change the premium rates on any premium due date after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in any six (6)-month period. We will notify the Policyholder in writing at least forty-five (45) days before any increase in premium rates. This is subject to the Premium Adjustments provision, as stated below.

D. PREMIUM ADJUSTMENTS: The Company may adjust the premium rate on the Policy Anniversary Date, including during any applicable premium rate guarantee period, if any one of the following occurs:

1. The terms of this Policy change;
2. The number of Insureds increase or decrease by more than 10% since the later of the Policy Effective Date and the date of the last renewal of the Policy;
3. Coverage is reinstated following failure to pay premium during the Grace Period;
4. An acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Insureds.
5. Any federal, state, or other law or regulation is enacted, adopted, amended, or requiring implementation that affects: (a) Our benefit obligations under this Policy; or (b) any monetary assessments, or changes in those assessments, We are required to pay.

E. PREMIUM CALCULATION: The total premium for insurance coverage under this Policy is the sum of the premiums for each Insured.

F. GRACE PERIOD: A Grace Period of 31 days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. The Policyholder will owe Us all premiums then due and unpaid including the premium for the Grace Period.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later.

The Policyholder will owe Us the pro-rata premium for the time the insurance was in effect during the Grace Period.

PART II: WHEN INSURANCE UNDER THIS POLICY ENDS

By giving the Policyholder written notice at least 60 days in advance, We have the right to end coverage at the end of the Initial Term or on any Premium Due Date.

All insurance or any part may be ended on any date by mutual agreement between the Policyholder and Us.

After the Initial Term, the Policy shall continue on a month-to-month basis. It will automatically renew on the first day of each renewal period unless either We or the Policyholder has given to the other at least 60 days advance written notice of cancellation.

Insurance will end as provided above without the consent of, or notice to, any Insured or Beneficiary.

PART III: GENERAL PROVISIONS

A. ENTIRE CONTRACT: The entire contract consists of:

1. this Policy;
2. the application of the Policyholder;
3. the provisions shown in the Certificate;
4. the Member enrollment forms; and
5. riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.

A copy of the Policyholder's application is attached to this Policy on the date it is signed. All statements made in the applications, in the absence of fraud, are representations and not warranties. No statement made by an Insured under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured or to His Beneficiary, if any.

B. INCONTESTABILITY: This Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

C. CHANGES IN POLICY: The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.

D. CONFORMITY WITH LAW: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

E. POLICY NON-PARTICIPATING: This Policy is not entitled to share in the surplus earnings of Our company.

F. INFORMATION TO BE FURNISHED BY POLICYHOLDER: The Policyholder will furnish Us with all information which pertains to this Policy. Failure to furnish Us with such information without good and sufficient cause will permit Us to terminate this Policy. We may inspect at all reasonable times (while this Policy is in effect and thereafter until all rights and payments have been made) any records of the Policyholder which have a bearing on the insurance or premiums.

G. CLERICAL ERROR: Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

H. POLICYHOLDER NOT AGENT: The Policyholder will in no event be considered Our agent for any purpose under this Policy.

I. ASSIGNMENT: No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our Home Office.

J. INDIVIDUAL CERTIFICATES: We will issue to the Policyholder, to make available to each Member under this Policy, a Certificate of insurance that describes the essential features of this Policy. The Certificate may be made available electronically. The word Certificate includes Certificate riders and Certificate supplements, if any.

K. ADDITIONAL INSUREDS: The following will be added to the group originally insured:

1. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
2. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.

L. LEGAL ACTIONS: No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY
c/o National Vision Administrators, LLc
1200 Rt 46, 2nd Floor, Clifton, NJ 07013
1-866-468-2393**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

Form 2356 3/95



Privacy Notice

The listed companies of National Guardian Life Insurance Company (or "NGL") are committed to protecting the privacy of the personal information we receive ("Information") about you. By choosing to do business with us, you have placed your trust in us and we take this responsibility very seriously. This notice states our privacy practices. Our pledge to you is "your privacy is our priority."

Why We Collect and How We Use Information:

When you apply to any of our insurance companies for any product or service, you disclose to us a certain amount of Information about yourself. We collect only Information necessary or relevant to our business. We use the Information to evaluate, process and service your request for products and services and to offer you other NGL products or services.

Types of Information We Collect:

We collect most Information directly from you on applications or from other communications with you during the application process.

Types of Information we could collect include, but are not limited to:

- name
- address
- age
- social security number
- beneficiary information
- other insurance coverage
- health information
- financial information
- occupation
- hobbies
- other personal characteristics

We also may keep Information about your transactions with us:

- types of products you buy
- your premium amount
- your account balances
- your payment history

Additional Information is received from:

- medical personnel
- medical institutions
- Medical Information Bureau (MIB, Inc.)
- other insurance companies
- agents
- employers
- public records
- consumer reporting agencies

How We Disclose Your Information:

Your Information as described above may be disclosed as permitted by law to our affiliates and nonaffiliated third parties. These disclosures include, but are not limited to the following purposes:

- To assess eligibility for insurance, benefits or payments
- To process and service your requests for our products and services
- To collect premium, pay benefits and perform other claims administration
- To print and mail communications from us such as policy statements
- For audit or research purposes
- To respond to requests from law enforcement authorities or other government authority as required by law
- To resolve grievances
- To find or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance issue

NGL also may disclose your Information as permitted by law to our affiliates without prior authorization in order to offer you other NGL products or services. The law does not allow you to restrict such disclosures.

Except for the above disclosures or as authorized by you with respect to your Information, NGL does not share Information about our customers or former customers with nonaffiliated third parties. Further, when Information is disclosed to any nonaffiliated third parties as permitted by law, we require that they agree to our privacy standards. Please note that Information we get from a report prepared by an insurance support organization may be retained by that insurance support organization and used for other purposes.

Access to and Correction of Your Information:

You have the right to access and correct your Information that we have on file. Generally, upon your written request, we will make your Information available for your review. Information collected in connection with or in anticipation of a claim or legal proceeding need not be disclosed to you.

If you notify us that your Information should be corrected, amended or deleted, we will review it. We will either make the requested change or explain our refusal to do so. If we do not make the requested change, you may submit a short written statement of dispute, which we will include in any future disclosure of Information. For a more detailed explanation of these rights to access and correction, please send us a written request.

Massachusetts Policyholders: You will be notified in writing of any adverse underwriting decisions, including the specific reason the adverse decision was made.

How We Protect Your Information:

NGL has developed strong security measures to guard the Information of our customers.

We restrict access to your Information to designated personnel or service providers who administer or offer our products or services, or who may be responsible for maintaining Information security practices.

We maintain physical, electronic and procedural safeguards that comply with applicable laws to protect your Information.

Please keep a copy of this notice with your important papers. Additional copies of this notice are available upon written or verbal request. This notice is also available on NGL's website, www.nglic.com.



National Guardian Life Insurance Company

Two East Gilman Street, PO Box 1191, Madison, WI 53701

ENDORSEMENT

The policy and certificate to which this endorsement is attached are amended as follows:

1. Under **Definitions**:

The following definition is added:

Child – A Child includes Your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian. It also includes Your grand Child, if the parent of such grand Child is an Insured Dependent Child.

The definition of **Eligible Dependent** is deleted and replaced with the following:

Eligible Dependent - Means a person listed below:

1. Your spouse;
2. Your unmarried dependent Child under age 26;
3. Your unmarried Child who has reached age 26 and who is:
 - a. primarily dependent upon You for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

Proof of the Child's incapacity or dependency must be furnished to Us for an already enrolled Child who reaches the age limitation, or when You enroll a new disabled Child under the plan.

4. Your adult Child who satisfies all of the following:

- a. The Child is a full-time student, regardless of age;
- b. The Child was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the Child was attending, on a full-time basis, an institution of higher education; and
- c. The Child was under the age of 27 when called to federal active duty under (b) above.

2. Under **Individual Effective Dates**, the Newborn Coverage and Adopted Children provisions are deleted and the following provision is added:

Newborn and Newly Adopted Children's coverage: Coverage will be granted for 60 days for a newborn Child from the date of birth. Coverage for a newly adopted Child will be granted for 60 days from the date of placement. If additional premium is required to cover such Child, You must notify us within 60 days of the birth/placement. If such notification is not received by Us, We may discontinue coverage after the 60 day period. However, You may send all back premiums plus 5 ½% interest per year within one year of the birth/placement. Coverage will then be provided retroactively to the date of birth/placement.

3. Under **Claim Provisions**, Notice of Claim, Proof of Loss, Payment of Claims and Time Payment of Claims are hereby deleted and the following provisions are added:

Notice of Claim: Written notice of claim must be given to Us within 60 days after a covered loss starts, or as soon as reasonably possible. Such notice can be given to Us at (address) or to one of Our local agents. This notice should include the Insured Person's name and policy/certificate number (if available).

Proof of Loss: You must give Us written proof of loss within ninety (90) days from the occurrence of loss, or as soon as reasonably possible. If You are unable to submit such proof during the time period stated, due to physical incapability, You must submit it within one (1) year after the time when such proof is required. If You are legally incapable of submitting such proof, You may submit it at any time that it is reasonably possible for You to do so.

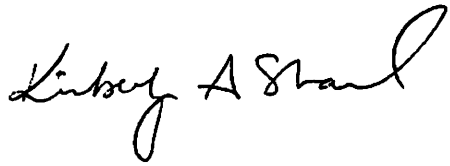
Payment of Claims: Benefits payable under this Policy will be paid directly to the Insured Person. In the event of the death of the Insured Person, any benefits due and unpaid will be paid to the Insured Person's estate. We can pay benefits up to \$1,000 to someone related to you by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

Time of Payment of Claims: Claims must be paid within 30 days of receipt of proof of loss. Payments made after this 30-day period must include simple interest at 12% per year.

This endorsement is effective on January 1, 2012, or if later, on the policy effective date or the certificate effective date to which it is attached.

There are no other changes to the policy or certificate.

In witness whereof We have caused this Endorsement to be signed by Our President and Secretary.



Kimberly A. Shaul, Secretary



Mark Solverud, President

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY
Two East Gilman Street, PO Box 1191, Madison, Wisconsin 53701**

**AMENDMENT
AGE LIMITS FOR COVERED DEPENDENT CHILDREN**

Attached to Policy/Certificate No.: NVAI00148

The Policy/ Certificate to which this Amendment is attached are amended as follows, unless already so stated:

Extension of Age Limit for Covered Dependent Children:

Coverage for any Covered Dependent child may be extended beyond any limiting age stated in the Policy/Certificate. This extension is available for any child, regardless of student status. Such coverage may be extended until the last day of the month in which the child attains the age of 26.

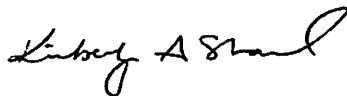
(The limiting age will not apply to a child who, at the time of the limiting age, is incapable of self-support by reason of mental retardation, mental illness or disorder or physical handicap, provided the incapacitated child is unmarried and dependent on an individual insured under the Policy/Certificate.)

To extend coverage for a Covered Dependent to age 26 You must send Us a written notice of Your request and pay any additional required premium.

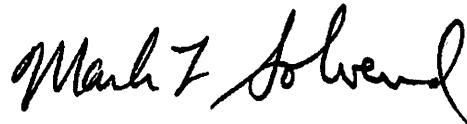
This Endorsement takes effect January 1, 2019, and expires on the same date as the policy/certificate to which it is attached.

There are no other changes to the policy/certificate.

In witness whereof, the Company has caused this Amendment to be signed by its President and Secretary.



Secretary



President



NATIONAL GUARDIAN LIFE INSURANCE COMPANY

(called "We", "Our", and "Us")

2 East Gilman Street Madison, Wisconsin 53701

GROUP VISION CARE INSURANCE CERTIFICATE

Administrator: National Vision Administrators, L. L. C.
1200 Rt 46 West, 2nd Floor, Clifton, NJ 07013

This Certificate explains the vision insurance coverage under the Group Policy (the Policy) issued to the Policyholder.

The Policyholder and the Group Policy Number are shown in the Certificate Schedule page.

This, together with the Schedule of Benefits, forms Your Certificate of Insurance while an Insured is covered under the Policy. It replaces any previous Certificates of Insurance issued under the Policy to You.

This Certificate provides a description of Your vision care benefits. All benefits are governed by the terms and conditions of the Policy. The Policy alone constitutes the entire contract between the Policyholder and Us. You may examine the Policy during regular business hours by contacting the Policyholder.

Kimberly Shaul, Secretary

Mark L. Solverud, President

NON-PARTICIPATING

THIS IS A LEGAL CONTRACT – PLEASE READ YOUR CERTIFICATE CAREFULLY

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PART I. CERTIFICATE SCHEDULE

Policyholder: MILWAUKEE BOARD OF SCHOOL DIRECTORS
Group Policy Number: NVAI00148
Effective Date: January 1, 2019
Initial Term: 12 Months
Eligible Classes: Permanent employees are eligible for coverage
Waiting Period: Date of Hire
Mode of Premium Payment: MONTHLY
Method of Premium Payment: Remitted by Policyholder
Premium Due Date: 1st of every month

PART II. SCHEDULE OF BENEFITS

FREQUENCY OF SERVICES	
Your Certificate is on a Rolling Benefit Plan Basis	
Vision Exam:	Once every 12 Months
Eyeglass Lenses:	Once every 12 Months
Frames:	Once every 12 Months
Contact Lenses:	Once every 12 Months
Contact Lens Fit:	Once every 12 Months
Lens Add-ons:	Once every 12 Months

CO-PAY (PER INSURED)		
	In-Network Providers:	Out-of-Network Provider:
Vision Exam:	\$0.00	N/A
Contact Lens Fit:		
Daily Wear:	\$20.00	N/A
Extended Wear:	\$30.00	N/A
Specialty:	\$50.00	N/A
Eyeglass Lenses:	\$0.00	N/A
Frames:	\$0.00	N/A
Contact Lenses:	\$0.00	N/A
Lens Add-ons:	\$0.00	\$0.00

BENEFITS AND ALLOWANCES ¹		
	In-Network Providers:	Out-of-Network Provider:
Vision Exam:		
By Ophthalmologist	Covered in Full	N/A
By Optometrist	Covered in Full	N/A
Contact Lens Fit:		
Daily Wear:	Covered in Full	N/A
Extended Wear:	Covered in Full	N/A
Specialty:	Covered in Full	N/A
Materials- Eyeglass Lenses²:		
Single Vision	Covered in Full	N/A
Bifocals	Covered in Full	N/A
Trifocals	Covered in Full	N/A
Lenticular	Covered in Full	N/A
Materials – Frames²:	\$100.00 allowance	N/A
Materials – Contact Lenses²:		
Non-Elective³	\$100.00 allowance	N/A
Elective	\$100.00 allowance	N/A
Lens Add-Ons⁴:		

¹ Where an "Allowance" is shown, You are responsible for paying any charges in excess of the Allowance.

² The Contact Lenses benefit is paid in lieu of Eyeglass Lenses and Frames.

³ Prior Authorization required

⁴ See Supplement to Schedule of Benefits

You may choose to use the insured benefit or take advantage of a sale or coupon, but not both.

PART III. SUPPLEMENT TO SCHEDULE OF BENEFITS

(In-Network Benefits Only)

The Add-On items listed below as a Covered Service or Material are paid for in addition to or in lieu of the allowance for Standard Lenses, as indicated. Add-Ons and upgrades that are not a Covered Service or Material, or that exceed the stated allowance, are Your responsibility to pay to the Provider.

Solid Tint	Covered in Full
Prisms	Covered in Full
SV Polycarb - For children under age 19 only	Covered in Full
BI Polycarb - For children under age 19 only	Covered in Full
TRI Polycarb - For children under age 19 only	Covered in Full
Scratch Coating	Covered in Full
TRI Gradient Tint	\$6.00
BI Gradient Tint	\$6.00
SV Gradient Tint	\$4.00

PART IV. DEFINITIONS

Administrator - The entity which provides complete service and facilities for the writing and servicing of the Policy as agreed to in a contract with Us.

Calendar Year Plan - Benefits begin anew on January 1 of each Calendar Year.

Claim - A request for payment of benefits under this Certificate.

Co-Pay – An Insured’s share of the costs that are incurred by an In-Network Provider. The Co-Pay is paid directly to the Provider at the time services are rendered. Co-Pay amounts are listed in the Schedule of Benefits.

Contact Lenses, Elective – Elective contact lenses refer to contact lenses an Insured chooses to wear instead of eyeglasses for reasons of comfort or appearance.

Contact Lenses, Non-Elective – Non-elective Contact Lenses refer to contact lenses that are prescribed solely for the purpose of correcting one of the following medical conditions. These conditions prevent the Insured from achieving a specified level of visual acuity (performance) through the wearing of conventional eyeglasses.

1. Aphakia (after cataract surgery). A pair of prescription single vision or multifocal eyeglass lenses and an eyeframe can be provided in addition to Non-Elective Contact Lenses for this condition.

2. When visual acuity cannot be corrected to 20/70 in the better eye except through the use of Contact Lenses (must be 20/60 or better).
3. Anisometropia of 4.0 diopters or more, provided visual acuity improves to 20/60 or better in the weak eye.
4. Keratoconus.

Reimbursement of Non-Elective Contact Lenses will be considered as payment in-full if utilizing the services of an In-Network Provider.

Covered Dependent – Means an Eligible Dependent who is insured under this Certificate.

Covered Vision Exam or Materials – Means the Vision Exam or Materials that qualify for benefits under the Group Policy. Covered Vision Exam or Materials are shown in the Schedule of Benefits and in the Supplement to Schedule of Benefits.

Eligible Class – Means the group of people who are eligible for coverage under the Group Policy. The Members of the Eligible Classes are shown in the Certificate Schedule. Each Member of the Eligible Class will qualify for insurance on the date He completes the required Waiting Period, if any.

Eligible Dependent - Means a person listed below:

1. Your Spouse;
2. Your child under age 26, who is your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian .
3. Your unmarried child who has reached age 26 and who is:
 - a. primarily dependent upon You for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when You enroll a new disabled child under the plan.

Eyeglass Lenses – A standard glass or plastic (CR39) lens, which is optically clear, that will fit an eye glass frame with a lens size less than 61mm in length. Standard multifocal lenses include segments through flat top 35 for plastic bifocal and lenticular lenses, through flat top 28 for glass trifocals, and through flat top 35 for plastic trifocals.

He, Him and His – Refers to the male or female gender.

Immediate Family Member – An Insured's parent, step-parent, Spouse, child, step-child, brother or sister.

Initial Term - The period following the group's initial effective date and shown in the Certificate Schedule. Rates are guaranteed not to change during this period, subject to the Premium Adjustments provision.

In-Network Provider - An Ophthalmologist, Optometrist or Optician who has entered into an agreement with the Administrator to provide the Covered Vision Exam or Materials at an agreed to cost. When an In-Network Provider is used, the Insured will generally incur less out-of-pocket cost for the services rendered.

In-Network Provider Directory - A list of In-Network Providers and the services they are contracted for in Your area. The list will be updated periodically.

Insured– Means a person for whom insurance under the Policy has become effective.

Late Entrant - Any Member or Eligible Dependent enrolling more than 31 days after first becoming eligible for coverage. Benefits may be limited for Late Entrants. See the section titled "Limitations."

Materials – Means corrective Eyeglass Lenses, Frames and Contact Lenses.

Member – Means a person who belongs to an Eligible Class of the Policyholder.

Ophthalmologist- A person who is licensed by the state in which he or she practices as a Doctor of Medicine or Osteopathy and is qualified to practice within the medical specialty of ophthalmology. The Ophthalmologist cannot be 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Optician – A person or business that grinds and/or dispenses Eyeglass Lenses and Contact Lenses prescribed by either an Optometrist or Ophthalmologist. The Optician cannot be: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder. The Optician must be licensed by the state in which services are rendered, if such state requires licensing.

Optometrist – A person licensed to practice optometry as defined by the laws of the state in which services are rendered. The Optometrist cannot be 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Out-of-Network Provider – An Ophthalmologist, Optometrist or Optician who is not an In-Network Provider. These providers have not entered into an agreement with Us to limit their charges. They are not listed in the In-Network Provider Directory.

Plano Lens - A lens that has no refractive power.

Policyholder - The entity stated on the front page of the Policy.

Policy Year Plan - Benefits begin immediately on the Policyholder's effective date and renew 12 or 24 months following the initial effective date.

Rolling Benefit Plan – Benefits begin anew 12 or 24 months from the date of service.

Spouse – Your legally recognized spouse in the state where You reside.

Vision Exam – An examination of principal vision functions. A Vision Exam includes, but is not limited to, case history, examination for pathology or anomalies, job visual analysis, refraction, visual field testing and tonometry, if indicated. The exam must be consistent with the community standards, rules and regulations of the jurisdiction in which the provider's practice is located.

You or Your – The Member.

Waiting Period - The period of time a Member must wait before any Insured is eligible for coverage. The Waiting Period, if any, is specified in the Policyholder's Group Application and shown in the Certificate Schedule.

PART V. ELIGIBILITY AND ENROLLMENT

A. ELIGIBILITY

To be eligible for coverage under the Policy, an individual must:

1. be a Member of an Eligible Class of the Policyholder, as defined in the Certificate Schedule; and
2. satisfy the Waiting Period, if any.

The Member's Eligible Dependents are also eligible for coverage, provided that Dependent coverage is provided under the Policy.

Dual Eligibility Status: If both a Member and his Spouse are in an Eligible Class of the Policyholder, each may enroll individually or as a dependent of the other, but not as both. Any Eligible Dependent child may also only be enrolled by one parent. If the Spouse carrying dependent coverage ceases to be eligible, dependent coverage automatically becomes effective under the other Spouse's coverage.

B. ENROLLMENT

The term "Enrollment" means written or electronic application for coverage on an enrollment form furnished or approved by Us. Coverage will not become effective until the Member has enrolled for coverage, and paid the required premium, if any.

Initial Enrollment: Members should enroll for coverage within 31 days of the Waiting Period. Individuals who enroll after this time are considered Late Entrants.

Open Enrollment: Members may enroll during an open enrollment period. Open enrollment is a period of time specified by the Policyholder. It usually occurs once each Calendar Year but may, at the Policyholder's discretion, occur more frequently. Other changes may also be restricted to Open Enrollment periods.

Late Entrants: Members who do not enroll within the Initial Enrollment period, may not enroll until the next Open Enrollment period unless there is a change in family status, as described below.

Change in Family Status: Members may enroll or change their coverage if a change in family status occurs, provided written application to enroll is made within 31 days of the event. A change in family status means any of the following events:

1. Marriage;
2. Divorce or legal separation;
3. Birth or adoption of a child;
4. Death of a Spouse or child;
5. Other changes as permitted by the Policyholder.

PART VI. INDIVIDUAL EFFECTIVE DATES

Your coverage will be effective on the later of the following dates, provided that any required premium is paid to Us:

1. the Policyholder's Effective Date, shown on the Certificate Schedule; or
2. the date You meet all the Eligibility and Enrollment requirements.

For Eligible Dependents acquired after Your effective date of coverage, by reason of marriage, birth or adoption, coverage is effective the date specified by the Policyholder. This is subject to our receipt of the required Enrollment and payment of the premium, if any.

Newborn Coverage: Any child born to You or Your Covered Dependent Spouse is covered from the moment of birth to 31 days or until released from the hospital. A notice of birth, together with any

additional premium, must be submitted to Us within 31 days of the birth in order to continue the coverage beyond the initial 31-day period.

Adopted Children: A child adopted by You is covered from the date of placement. Coverage will continue unless the child's placement is disrupted prior to legal adoption. A notice of placement for adoption, together with any additional premium, must be submitted to Us within 31 days of the placement in order to continue the coverage beyond the initial 31-day period.

PART VII. INDIVIDUAL TERMINATION DATES

Coverage for all Insureds stops on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the Policyholder's coverage terminates under the Policy;
3. the last day of the month in which You are no longer an eligible Member;
4. the date You die;
5. on any premium due date, if full payment for Your insurance is not made within 31 days following the premium due date.

In addition, coverage for each Covered Dependent stops on the earliest of:

1. the date He is no longer an Eligible Dependent;
2. the date We receive your request to terminate Covered Dependent coverage. This is subject to any limitation imposed by the Policyholder as to when a change is permitted; e.g. under an Open Enrollment period.

PART VIII. INDIVIDUAL PREMIUMS

Members may be required to contribute, either in whole or in part, to the cost of their insurance. This is subject to the terms established by the Policyholder. Your premium contributions, if required, are remitted to Us in one of two ways:

1. You contribute to the cost of the insurance through the Policyholder, who then submits payment to Us; or
2. You pay Your premiums directly to Us.

The Certificate Schedule shows the method of premium payment.

The first premium is due on the Effective Date. Premiums after the first are due on the Premium Due Date or within the grace period.

Grace Period: A grace period of 31 days is granted for the payment of each premium due after the first. The coverage stays in force if the premium is paid during this grace period, unless We are given written notice that the insurance is to be ended before the Grace Period. We may require payment of any pro-rata premium for the time the insurance was in effect during the Grace Period.

RIGHT TO CHANGE PREMIUM RATES: We have the right to change the premium rates on any premium due date after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in any twelve (12) month period. We will notify the Policyholder in writing at least forty-five (45) days before any increase in premium rates. This is subject to the Premium Adjustments provision, as stated below.

PREMIUM ADJUSTMENTS: The Company may adjust the premium rate on the Policy Anniversary Date, including during any applicable premium rate guarantee period, if any one of the following occurs:

1. The terms of this Policy change;

2. The number of Insureds increase or decrease by more than 10% since the later of the Policy Effective Date and the date of the last renewal of the Policy;
3. Coverage is reinstated following failure to pay premium during the Grace Period;
4. An acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Insureds.
5. Any federal, state, or other law or regulation is enacted, adopted, amended, or requiring implementation that affects: (a) Our benefit obligations under this Policy; or (b) any monetary assessments, or changes in those assessments, We are required to pay.

PART IX. DESCRIPTION OF COVERAGE

We pay a benefit if an Insured receives Covered Vision Exam or Materials at the allowable Frequency while his coverage under this Certificate is in force. An Insured may choose to receive vision care services from either an In-Network Provider or an Out-of-Network Provider. If an In-Network Provider is chosen, the Insured will generally incur less out-of-pocket cost (unless the Policyholder has selected an In-Network Provider Plan only.)

A. IN-NETWORK BENEFITS

When You enroll for coverage, an In-Network Provider Directory will be made available to You with the names, phone numbers and addresses of In-Network Providers. A provider's status may occasionally change. We recommend that You call the Administrator to verify the provider's participation status in the network. You may change providers at any time without notice to the Administrator.

When benefits are payable for Covered Vision Exam or Materials received from an In-Network Provider, We will pay the In-Network Provider directly, based on the In-Network benefits shown in the Schedule of Benefits. The Insured pays any required Co-Pay and any charges above the covered benefits to the In-Network Provider. The In-Network Provider takes care of claims submission and administrative services.

Note Exception: If you use the services of an In-Network Provider but take advantage of a sale, coupon, or other in-store special, the Provider may require that you pay in full and submit Your receipt for reimbursement at the Out-of-Network reimbursement.

Limited In-Network benefits may be payable for certain add-on Materials. These items, if any, are shown in the Supplement To Schedule Of Benefits.

Both the Co-Pay and the Frequency for Covered Vision Exam or Materials are shown in the Schedule of Benefits.

B. OUT-OF-NETWORK BENEFITS

If an Insured chooses to use an Out-of-Network Provider, You pay the provider in full. When benefits are payable, We will reimburse You up to the amount of Out-of-Network benefits shown in the Schedule of Benefits. It is your responsibility to send us a Claim by submitting the itemized invoice or receipt to us (See the "Notice of Claim" provision.).

C. COVERED VISION EXAM OR MATERIALS

Covered Vision Exam or Materials are shown in the Schedule of Benefits. In order to be a Covered Vision Exam or Materials, the Vision Exam or Materials must be furnished to an Insured:

1. To check or improve their vision condition;
2. Within the allowable Frequency shown in the Schedule of Benefits;
3. By an Ophthalmologist, Optometrist or Optician.

In no event will coverage exceed the lesser of:

1. the actual cost incurred of the Covered Vision Exam or Materials; or
2. the limits of coverage shown in the Schedule of Benefits.

PART X. LIMITATIONS AND EXCLUSIONS

EXCLUSIONS

No benefits are payable for the any of the following conditions, procedures and/or materials, unless otherwise specifically listed as a covered benefit in the Schedule of Benefits:

1. Corrective Eyeglass Lenses, Frames, Contact Lenses, and related materials; and services for the fitting thereof;
2. Replacement frames and/or lenses, (Including Low Vision Devices) except at normal intervals when covered services are otherwise available;
3. Plano or non-prescription lenses or sunglasses;
4. Orthoptics, vision training and any associated supplemental testing;
5. Frame cases;
6. Low (subnormal) vision aids or aniseikonic lenses;
7. Medical and surgical treatment of the eyes;
8. Charges incurred after (a) the Policy ends; or (b) the Insured's coverage under the Policy ends, except as stated in the Policy;
9. Experimental or non-conventional treatment or device;
10. Any eye examination or corrective eyewear required by an Employer as a condition of employment;
11. Services and materials provided by another vision plan;
12. Services for which benefits are paid by Worker's Compensation;
13. Benefits provided under the employee's medical insurance;
14. Blended bifocal lenses;
15. Groove, Drill or Notch, and Roll and Polish;
16. Two pairs of glasses, in lieu of bifocals, trifocals or progressives;
17. Coating on lenses (Factory scratch coat, anti-reflective, sunglass colors, etc.);
18. Cosmetic items;
19. Faceted lenses;
20. High-Index Lenses;
21. Laminated Lenses;
22. Oversize Lenses – any lens with an eye size of 61mm or greater;
23. Photochromic (Transition) lenses;
24. Polaroid lenses;
25. Polished bevel lenses;
26. Polycarbonate lenses;
27. Prism lenses;
28. Slab-off lenses;
29. Tints (except Pink tint #1 and #2);
30. Ultra-violet tint or coating;
31. Additional cost for contact lenses over the allowance;
32. Additional cost for a frame over the allowance;
33. Progressive Power Lenses*

*Progressive Power Lens Benefit. If this type of lens is not a covered benefit under your Certificate, the Provider will apply the retail charge for standard trifocal lenses against the charge for the style of progressive lens You have selected. You pay the Provider the difference, if any, between the two.

PART XI. CLAIM PROVISIONS

A. IN-NETWORK CLAIMS

When an Insured receives services from an In-Network Provider, the provider will handle all claims and administrative services for You. In-Network Providers submit charges directly to the Administrator. (Note the exception under Part IX.A, "In-Network Benefits.")

B. OUT-OF-NETWORK CLAIMS

In order to pay benefits for covered services provided by an Out-of-Network Provider, You must furnish written proof of loss. Your Claim must be sufficient to identify the Insured, the name of the Policyholder and Your Group Policy Number. Claim forms are available through the Administrator, or You may submit itemized receipts for services.

C. NOTICE OF CLAIM

Written notice of claim must be given to Us within 20 days after the loss starts or as soon as reasonably possible. Notice should be sent to Our Administrator at the following address:

National Guardian Life Insurance Company
c/o National Vision Administrators, L. L. C.
1200 Rt 46 West, 2nd Floor, Clifton, NJ 07013

D. CLAIM FORMS

When the Administrator receives notice of Claim that does not contain all necessary information, forms for filing proof of loss will be sent to You along with a request for the missing information. If these forms are not sent within fifteen (15) days after receiving notice of claim, You will meet the proof of loss requirements if the Administrator is given written proof of the nature and extent of the loss within the time stated in the Proof of Loss provision.

E. PROOF OF LOSS

Written proof of loss must be given to the Administrator within ninety (90) days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within one (1) year after it is due, unless You are legally incapable of doing so.

F. PAYMENT OF CLAIMS

Benefits will be paid within 30 days after our Administrator receives written proof of loss. Benefits will be paid to You unless an Assignment of Benefits has been requested by the Insured. Benefits due and unpaid at Your death will be paid to Your estate. Any payment made by Us in good faith pursuant to this provision will fully release Us to the extent of such payment.

G. TIME OF PAYMENT OF CLAIMS

Benefits payable under this Policy will be paid immediately upon Our receipt of written proof of loss.

H. OVERPAYMENTS

If we pay a benefit and it is later shown that a lesser amount should have been paid, We will be entitled to a refund of the excess. This applies to payments made to You, to a Covered Dependent, or to the provider of the Covered Vision Exam or Materials.

PART XII. GRIEVANCE PROCEDURE

If a claim for benefits is wholly or partially denied, the Insured will be notified in writing of such denial and of his right to file a grievance and the procedure to follow. The notice of denial will state the specific reason for the denial of benefits. Within sixty (60) days of receipt of such written notice an Insured may

file a grievance and make a written request for review to:

**National Guardian Life Insurance Company
c/o National Vision Administrators, L. L. C.
1200 Rt 46 West, 2nd Floor, Clifton, NJ 07013**

We will resolve the grievance within thirty (30) calendar days of receiving it. If We are unable to resolve the grievance within that period, the time period may be extended another thirty (30) calendar days if We notify in writing the person who filed the grievance. The notice will include advice as to when resolution of the grievance can be expected and the reason why additional time is needed.

The Insured or someone on his/her behalf also has the right to appear in person before Our grievance committee to present written or oral information and to question those people responsible for making the determination that resulted in the grievance. The Insured will be informed in writing of the time and place of the meeting at least seven (7) calendar days before the meeting.

For purposes of this Grievance Procedure, a grievance is a written complaint submitted in accordance with the above Grievance Procedure by or on behalf of an Insured regarding dissatisfaction with the administration of claims practices or provision of services of this panel provider plan relative to the Insured.

In situations requiring urgent care, grievances will be resolved within four (4) business days of receiving the grievance.

PART XIII. GENERAL PROVISIONS

Cancellation: We may cancel the Policy at any time by providing at least 60 days advance written notice to the Policyholder. The Policyholder may cancel the Policy at any time by providing written notice to Us, effective upon Our receipt on the notice or the date specified in the notice, if later. In the event of such cancellation by either Us or the Policyholder, We shall promptly return on a pro rata basis any unearned premium paid as required by the law of the state in which the Policy is issued. The Policyholder shall promptly pay on a pro rata basis the earned premium which has not been paid, if any. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

Legal Actions: No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY
c/o National Vision Administrators, LLc
1200 Rt 46, 2nd Floor, Clifton, NJ 07013
1-866-468-2393**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

Form 2356 3/95



Privacy Notice

The listed companies of National Guardian Life Insurance Company (or "NGL") are committed to protecting the privacy of the personal information we receive ("Information") about you. By choosing to do business with us, you have placed your trust in us and we take this responsibility very seriously. This notice states our privacy practices. Our pledge to you is "your privacy is our priority."

Why We Collect and How We Use Information:

When you apply to any of our insurance companies for any product or service, you disclose to us a certain amount of Information about yourself. We collect only Information necessary or relevant to our business. We use the Information to evaluate, process and service your request for products and services and to offer you other NGL products or services.

Types of Information We Collect:

We collect most Information directly from you on applications or from other communications with you during the application process.

Types of Information we could collect include, but are not limited to:

- name
- address
- age
- social security number
- beneficiary information
- other insurance coverage
- health information
- financial information
- occupation
- hobbies
- other personal characteristics

We also may keep information about your transactions with us:

- types of products you buy
- your premium amount
- your account balances
- your payment history

Additional Information is received from:

- medical personnel
- medical institutions
- Medical Information Bureau (MIB, Inc.)
- other insurance companies
- agents
- employers
- public records
- consumer reporting agencies

How We Disclose Your Information:

Your Information as described above may be disclosed as permitted by law to our affiliates and nonaffiliated third parties. These disclosures include, but are not limited to the following purposes:

- To assess eligibility for insurance, benefits or payments
- To process and service your requests for our products and services
- To collect premium, pay benefits and perform other claims administration
- To print and mail communications from us such as policy statements
- For audit or research purposes
- To respond to requests from law enforcement authorities or other government authority as required by law
- To resolve grievances
- To find or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance issue

NGL also may disclose your Information as permitted by law to our affiliates without prior authorization in order to offer you other NGL products or services. The law does not allow you to restrict such disclosures.

Except for the above disclosures or as authorized by you with respect to your Information, NGL does not share Information about our customers or former customers with nonaffiliated third parties. Further, when Information is disclosed to any nonaffiliated third parties as permitted by law, we require that they agree to our privacy standards. Please note that Information we get from a report prepared by an insurance support organization may be retained by that insurance support organization and used for other purposes.

Access to and Correction of Your Information:

You have the right to access and correct your Information that we have on file. Generally, upon your written request, we will make your Information available for your review. Information collected in connection with or in anticipation of a claim or legal proceeding need not be disclosed to you.

If you notify us that your Information should be corrected, amended or deleted, we will review it. We will either make the requested change or explain our refusal to do so. If we do not make the requested change, you may submit a short written statement of dispute, which we will include in any future disclosure of Information. For a more detailed explanation of these rights to access and correction, please send us a written request.

Massachusetts Policyholders: You will be notified in writing of any adverse underwriting decisions, including the specific reason the adverse decision was made.

How We Protect Your Information:

NGL has developed strong security measures to guard the Information of our customers.

We restrict access to your Information to designated personnel or service providers who administer or offer our products or services, or who may be responsible for maintaining Information security practices.

We maintain physical, electronic and procedural safeguards that comply with applicable laws to protect your Information.

Please keep a copy of this notice with your important papers. Additional copies of this notice are available upon written or verbal request. This notice is also available on NGL's website, www.ngllc.com.



National Guardian Life Insurance Company

Two East Gilman Street, PO Box 1191, Madison, WI 53701

ENDORSEMENT

The policy and certificate to which this endorsement is attached are amended as follows:

1. Under **Definitions**:

The following definition is added:

Child – A Child includes Your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian. It also includes Your grand Child, if the parent of such grand Child is an Insured Dependent Child.

The definition of **Eligible Dependent** is deleted and replaced with the following:

Eligible Dependent - Means a person listed below:

1. Your spouse;
2. Your unmarried dependent Child under age 26;
3. Your unmarried Child who has reached age 26 and who is:
 - a. primarily dependent upon You for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

Proof of the Child's incapacity or dependency must be furnished to Us for an already enrolled Child who reaches the age limitation, or when You enroll a new disabled Child under the plan.

4. Your adult Child who satisfies all of the following:

- a. The Child is a full-time student, regardless of age;
- b. The Child was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the Child was attending, on a full-time basis, an institution of higher education; and
- c. The Child was under the age of 27 when called to federal active duty under (b) above.

2. Under **Individual Effective Dates**, the Newborn Coverage and Adopted Children provisions are deleted and the following provision is added:

Newborn and Newly Adopted Children's coverage: Coverage will be granted for 60 days for a newborn Child from the date of birth. Coverage for a newly adopted Child will be granted for 60 days from the date of placement. If additional premium is required to cover such Child, You must notify us within 60 days of the birth/placement. If such notification is not received by Us, We may discontinue coverage after the 60 day period. However, You may send all back premiums plus 5 ½% interest per year within one year of the birth/placement. Coverage will then be provided retroactively to the date of birth/placement.

3. Under **Claim Provisions**, Notice of Claim, Proof of Loss, Payment of Claims and Time Payment of Claims are hereby deleted and the following provisions are added:

Notice of Claim: Written notice of claim must be given to Us within 60 days after a covered loss starts, or as soon as reasonably possible. Such notice can be given to Us at (address) or to one of Our local agents. This notice should include the Insured Person's name and policy/certificate number (if available).

Proof of Loss: You must give Us written proof of loss within ninety (90) days from the occurrence of loss, or as soon as reasonably possible. If You are unable to submit such proof during the time period stated, due to physical incapability, You must submit it within one (1) year after the time when such proof is required. If You are legally incapable of submitting such proof, You may submit it at any time that it is reasonably possible for You to do so.

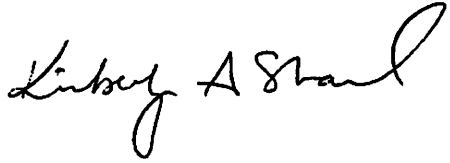
Payment of Claims: Benefits payable under this Policy will be paid directly to the Insured Person. In the event of the death of the Insured Person, any benefits due and unpaid will be paid to the Insured Person's estate. We can pay benefits up to \$1,000 to someone related to you by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

Time of Payment of Claims: Claims must be paid within 30 days of receipt of proof of loss. Payments made after this 30-day period must include simple interest at 12% per year.

This endorsement is effective on January 1, 2012, or if later, on the policy effective date or the certificate effective date to which it is attached.

There are no other changes to the policy or certificate.

In witness whereof We have caused this Endorsement to be signed by Our President and Secretary.



Kimberly A. Shaul, Secretary



Mark Solverud, President

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY
Two East Gilman Street, PO Box 1191, Madison, Wisconsin 53701**

**AMENDMENT
AGE LIMITS FOR COVERED DEPENDENT CHILDREN**

Attached to Policy/Certificate No.: NVAI00148

The Policy/ Certificate to which this Amendment is attached are amended as follows, unless already so stated:

Extension of Age Limit for Covered Dependent Children:

Coverage for any Covered Dependent child may be extended beyond any limiting age stated in the Policy/Certificate. This extension is available for any child, regardless of student status. Such coverage may be extended until the last day of the month in which the child attains the age of 26.

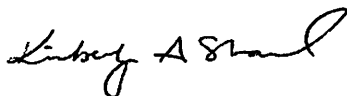
(The limiting age will not apply to a child who, at the time of the limiting age, is incapable of self-support by reason of mental retardation, mental illness or disorder or physical handicap, provided the incapacitated child is unmarried and dependent on an individual insured under the Policy/Certificate.)

To extend coverage for a Covered Dependent to age 26 You must send Us a written notice of Your request and pay any additional required premium.

This Endorsement takes effect January 1, 2019, and expires on the same date as the policy/certificate to which it is attached.

There are no other changes to the policy/certificate.

In witness whereof, the Company has caused this Amendment to be signed by its President and Secretary.



Secretary



President



A Mutual Company Incorporated in 1909
PO Box 1191 • Madison, WI 53701-1191

Administrative Office: National Vision Administrators, LLC
1200 Rt 46 West, 2nd Floor, Clifton, NJ 07013

Policy Modifications

Policy Modifications: Policy/Certificate Number NVAI00148, Form #NVIGRP 11-13 is amended as follows:

The renewal period is January 1, 2019 to December 31, 2019 with 3 one year renewals.

New premium rates as a result of this change are:

\$4.44	Employee only
\$10.77	Employee plus Spouse
\$10.77	Employee plus child
\$10.77	Employee plus children
\$10.77	Family

RIDER: This rider, issued January 1, 2019, forms a part of Policy/Certificate No. NVAI00148 issued to MILWAUKEE BOARD OF SCHOOL DIRECTORS. It is effective January 1, 2019. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for The Company

Kimberly A. Shaul, Secretary

Mark Solverud, President

Supplemental Terms and Conditions to Milwaukee Board of School Directors Policy/Certificate Number NVAI000148

PERFORMANCE GUARANTEES

Guarantees - Financial		Guaranteed Target	Amount of fees at risk
Financial payments (Accuracy of paid benefit dollars)	>99.0%	99.0% of member-submitted claim dollars processed accurately	Up to 2.5% of admin fee
Claims Processing (total) accuracy (Incidence of claims processed without any error)	>95.0%	98.0% of member-submitted claims with benefit payments are processed accurately	Up to 2.5% of admin fee
Guarantees - Financial		Guaranteed Target	Amount of fees at risk
Payment incidence accuracy (Incidence of claims processed without payment error)	>97.0%	98.0% of member-submitted claims with benefit payments are processed accurately	Up to 2.5% of admin fee
Adjustment rate (the percentage of rate of adjustments)	<6-8%	Less than 8.0% adjustment rate	Up to 2.5% of admin fee
Guarantees – Claim Timeliness			
Turnaround time in 14 calendar days	85%	90% of all members-submitted claims are adjudicated within 14 calendar days	Up to 2.5% of admin fee
Turnaround time in 30 calendar days	>99%	98% of all members-submitted claims are adjudicated within 14 calendar days	Up to 2.5% of admin fee
Guarantees – Customer Service			
Telephone response time	90% in 30 seconds or less	90% of telephone calls are answered by a live service representative (with knowledge of the account) within 30 seconds	Up to 2.5% of admin fee
Call abandonment rate	3% or less	3% or less of calls will be abandoned	Up to 2.5% of admin fee

First call resolution rate	90%	Representatives must be able to address members' issues/questions with 90% first call resolution	Up to 2.5% of admin fee
Open call resolution turnaround time	100% in 48 hours	100% of all member open call resolved in 2 business days	Up to 2.5% of admin fee
Guarantees - Financial		Guaranteed Target	Amount of fees at risk
Guarantees – Satisfaction surveys			
Member satisfaction with claims processing and customer service	90% positive rating	90% of members survey results must achieve an overall score of "satisfied"	Up to 2.5% of admin fee
ABC Company benefit staff satisfaction with account management	4 on a ranking scale of 1 -- 5	Account Management Team Survey results must achieve an overall score of 4 or better (1-5 point scale). The account management survey will be completed by Client quarterly (with reminder by Vendor's account manager).	Up to 2.5% of admin fee
___ Other guarantees available, see notes.			
Please provide documentation related to how you intend to measure the above performance metrics.			
Performance Guarantee Section Notes:			
Quarterly, NVA would complete and send our performance report scorecard to MPS.			

MILWAUKEE BOARD OF SCHOOL DIRECTORS' ADDITIONAL PROVISIONS

A. RIGHT TO AUDIT: MPS reserves the right to audit, including but not limited to a claims audit, either directly or through its authorized agent(s), NVA's compliance with the terms of this Agreement. MPS further reserves the right, either directly or through its authorized agent(s), to conduct a chart audit or other appropriate review to assess the quality of any services performed by NVA or its affiliated health care providers upon reasonable advance notice to NVA. Upon providing appropriate assurance as to the confidentiality and proper use of medical information, NVA agrees to provide MPS or its authorized agent(s) with the medical records maintained by NVA as well as data needed to perform audits or other reviews. Any audits will be completed with no additional cost to MPS for the services provided related to the audit.

B. CONFIDENTIALITY: NVA agrees to maintain the confidentiality of all medical, financial and other patient specific data pertaining to Members, as required by state and federal law. NVA agrees that, except as otherwise provided herein, such data will not be released to individuals or entities other than the Member to which the data relate or such Member's authorized representative, except as required by law or as may be required by order of a court having jurisdiction over the Member. NVA also agrees that MPS has the right to use and disclose all medical, financial or other patient-specific data pertaining to members and the health plan as defined by law and upon providing appropriate assurances as to compliance with HIPAA and other privacy standards. MPS and NVA agree

to the rights, duties and obligations relating to the use and disclosure of protected health information (“PHI”) as set forth in the HIPAA regulations, including the Privacy Rule, incorporated by reference into this Agreement.

C. INSURANCE/LIABILITY: To protect MPS or any of its affiliates or Members from incurring liability for payment of any fees which are the legal obligation of NVA, NVA agrees to maintain and demonstrate the maintenance of all of the following protections: i) Insolvency insurance in an amount, which is sufficient, based on relevant industry standards, to cover obligations of providers for services provided to members; ii) Liability insurance at an amount, which is sufficient, based on relevant industry standards, to cover obligations of providers for services provided to members; iii) Contractual arrangements with health care providers affiliated with NVA prohibiting such providers from holding any Member liable for the payment of any fees, other than co-pays and deductibles as set forth in the plan; iv) Other protections for its Members from liability as provided by applicable state or federal laws.

D. MEMBER COMPLAINTS: NVA agrees to act promptly in response to complaints received from Members. NVA will maintain electronic and written records of all complaints. The records will include, but not be limited to, the date and nature of the complaint filed and the date and manner by which NVA responded. NVA shall have a grievance and appeal procedure for addressing complaints and shall make such process available when addressing complaints. MPS shall have the right to inspect such written records, including transcripts of member telephone calls, during normal business hours by providing advance written notice to NVA.

E. HOLD HARMLESS: NVA agrees to indemnify MPS for liabilities caused by NVA’s negligence or breach of the agreement. NVA does not accept liability for the acts or omissions of eye care professionals delivering services, including but not limited to the malpractice of health care professionals under the vision plan, nor for any defects in the material or workmanship of the products or services provided to the patient.

The administrator(s)/carrier(s) will not charge against experience those claim payments not authorized under the benefit plan (except when authorized by MPS in writing) if such payments were the result of error, negligence, reckless or willful acts or omissions by the administrator, its agents, officers or employees.

The administrator(s)/carrier(s) will indemnify, hold harmless and save MPS, its agents, officers and employees from liability of any kind or nature (including costs, expenses or attorney’s fees) for damages suffered by any entity or person as a result of error, negligence, reckless or willful acts or omissions of the administrator, its agents, officer or employees.

F. COMPLIANCE: NVA must be prepared to assist MPS with all state and federal compliance issues, including negotiating, in good faith, appropriate Business Associate and similar “chain-of-trust” agreements in order to comply with the HHS final health care privacy and security regulations, and, if necessary, any applicable state law. These agreements may include (i) addenda to this Agreement to provide the required Business Associate contractual provisions under the HHS privacy and security regulations and (ii) similar Business Associate agreements with any subcontractors (as approved by MPS) of NVA and other service vendors to MPS and MPS’ health plans, as necessary. NVA will come into compliance, in a timely manner, with all federal regulations governing employer-sponsored health plans that take effect during the term of this Agreement, including but not limited to: US Department of Labor final regulations on claims [and appeals] procedures; US Department of Health and Human Services final regulations on electronic health data transaction and coding standards; HHS final regulations on health care data privacy and security; Patient Protection and Affordable Care Act.

G. MPS CONTRACT COMPLIANCE REQUIREMENT. The HUB requirement on this Agreement is 0%. The student engagement requirement of this Agreement is 300 hours per 12-month term. The Career Education requirement for this Agreement is 10 hours per 12-month term. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in MPS Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Agreement on the day, month and year first above written.

NATIONAL VISION ADMINISTRATORS, L.L.C. MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: David S. Karlin, President By: Adria D. Maddaleni
Authorized Representative *Adria D. Maddaleni, J.D., Director*
Procurement and Risk Management

Date: 10/29/18 Date: 10/29/18

VENDOR NAME National Vision Administrators LLC
STREET ADDRESS 1200 U.S. Highway 46
CITY, STATE ZIP Clifton NJ 07011 By: Keith P. Posley
PHONE NUMBER 973-574-2400 *Keith P. Posley, Ed.D.,*
Superintendent of Schools

Date: 11/1/18

SSN / FEIN: _____

Budget Code: XXX-X-X-XXX-XX-XXXX

By: Mark A. Sain
Mark A. Sain, President
Milwaukee Board of School Directors

Date: 11-8-19

Reviewed by Risk Management:

By: [Signature]

Date: 11-16-18