This is Your

CERTIFICATE OF COVERAGE

Issued by

MVP Health Services Corp.

This Certificate of Coverage ("Certificate") explains the benefits available to You under a Group Contract between MVP Health Services Corp. (hereinafter referred to as "We", "Us", or "Our") and the Group listed in the Group Contract. This Certificate is not a contract between You and Us.

This Certificate offers You the option to get Covered Services on two benefit levels.

1. **In-Network Benefits.** In-network benefits are the highest level of coverage available. In-network benefits apply when Your care is provided by Participating Providers in Our affiliate's network. You should always consider getting vision care services first through the in-network benefits portion of this Certificate.

2. **Out-of-Network Benefits.** The out-of-network benefits portion of this Certificate provides coverage when You get Covered Services from Non-Participating Providers. Your out-of-pocket expenses will be higher when You get out-of-network benefits. You will also be responsible for paying any difference between the Allowed Amount and the Non-Participating Provider's charge.

READ THIS ENTIRE CERTIFICATE CAREFULLY. IT DESCRIBES THE BENEFITS AVAILABLE UNDER THE GROUP CONTRACT. IT IS YOUR RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS CERTIFICATE.

This Certificate is governed by the laws of New York State.

The insurance evidenced by this Certificate provides Routine Vision insurance ONLY.

By:

Christopher Del Vecchio,
Chief Executive Officer
MVP Health Services Corp.

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SECTION I – Definitions

Defined terms will appear capitalized throughout the Certificate.

Allowance: Means a flat dollar amount payable under the Policy towards a Covered Expense. Allowances are shown in the Schedule of Benefits. If the Providers charge is less than the Allowance we will only pay up to the providers charge.

Appeal: A request for Us to review a decision or a Grievance again.

Balance Billing: When a Non-Participating Provider bills You for the difference between the Non- Participating Provider's charge and the Allowed Amount. A Participating Provider may not Balance Bill You for Covered Services.

Certificate: This Certificate issued by MVP Health Services Corp., including the Schedule of Benefits and any attached riders. The Certificate explains the benefits available to You under the Group Contract.

Child, Children: The Subscriber's Children, including any natural, adopted or step-children, unmarried disabled Children, newborn Children, or any other Children as described in the Who is Covered section of this Certificate.

Coinsurance: Your share of the costs of a Covered Service, calculated as a percent of the Allowed Amount for the service that You are required to pay to a Provider. The amount can vary by the type of Covered Service.

Copayment: A fixed amount You pay directly to a Provider for an eye examination or toward the cost of materials. The amount can vary by the type of Covered Service.

Cost-Sharing: Amounts You must pay for Covered Services, expressed as Copayments.

Covered Expense- means the benefits listed in the Schedule of Benefits. The term "Covered Expense" or "Covered Expenses" does not include:

1. Any services or Materials that are not listed in the Schedule of Benefits; or
2. Any services or Materials shown as "Not Covered" in the Schedule of Benefits or
3. An additional exam, frame, pair of spectacle lenses or contact lenses for which you have already received either an "In-Network Benefit" or an "Out-of-Network Benefit" during any one Frequency period; or

4. More than one type of contact lenses at a time during any one Frequency period.

Dependents: The Subscriber's Spouse and Children

Discount: Means the percentage that a Participating Provider has agreed to reduce their charge by for the requested service, material or procedure. Discounted vision services, materials, supplies and treatments are described in the Schedule of Benefits.

Exclusions: Vision care services that We do not pay for or Cover.

Frequency: The time period shown in the Schedule of Benefits during which you are eligible for the Covered Expenses. The time period is measured from the date of your last eye examination or the date you got eyeglasses, frames, spectacle lenses or contact lenses.

Grievance: A complaint that You communicate to Us.

Group: The employer or party that has entered into an agreement with Us as a contract holder.

In-Network Copayment: A fixed amount You pay directly to a Participating Provider for a Covered Service when You get the service. The amount can vary by the type of Covered Service.

Member: The Subscriber or a covered Dependent for whom Premiums have been paid. Whenever a Member is required to provide a notice, "Member" also means the Member's designee

Network: The Providers We have contracted with to provide health care services to You.

Non-Participating Provider: A Provider who doesn't have a contract with EyeMed to provide services to You. You will pay more to see a Non-Participating Provider.

Participating Provider: A Provider who has a contract with EyeMed to provide services to You. A list of Participating Providers and their locations is available on Our website at **mvphealthcare.com** or upon Your request to Us. The list will be revised from time to time by Us.

Plan Year: The 12-month period beginning on the effective date of the Certificate or any anniversary date thereafter, during which the Certificate is in effect.

Premium: The amount that must be paid for Your vison insurance coverage.

Provider: An appropriately licensed, registered or certified Ophthalmologist, Optometrist or Optician. Provider's services must be rendered within the lawful scope of practice for that type of Provider in order to be Covered under this Certificate.

Retail Price: means the charge made by other Providers rendering or furnishing vision care, treatment or supplies within the same geographic area

Schedule of Benefits: The document attached to this Certificate that describes the Member Cost-Sharing responsibility.

Service Area: The geographical area, designated by Us and approved by the State of New York, in which We provide coverage. Our Service Area consists of: Albany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, St. Lawrence, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming and Yates Counties.

Spouse: The person to whom the Subscriber is legally married, including a same sex Spouse.

Subscriber: The person to whom this Certificate is issued.

Us, We, Our: MVP Health Services Corp. and anyone to whom We legally delegate performance, on Our behalf, under this Certificate.

You, Your: The Member.

SECTION II - How Your Coverage Works

A. Your Coverage under this Certificate.

Your employer (referred to as the "Group") has purchased a Group vision insurance Contract from Us. We will provide the benefits described in this Certificate to covered Members of the Group, that is, to employees of the Group and/or their covered Dependents.

You should keep this Certificate with Your other important papers so that it is available for Your future reference.

B. Covered Services.

You will get Covered Services under the terms and conditions of this Certificate only when the Covered Service is:

- Provided by a Participating or Non-Participating Provider.
- Listed as a Covered Service;
- Not in excess of any benefit limitations described in the Schedule of Benefits attached to this Certificate; and
- Received while Your Certificate is in force.

All Covered Services are subject to the exclusions listed in the "Exclusions" section and all other conditions and limitations of the Certificate.

C. Participating Providers.

To find out if a Provider is a Participating Provider, and for details about licensure and training:

- Check Our Provider directory, available at Your request;
- Call the number on Your ID card; or
- Visit Our website at **mvphealthcare.com**.

The Provider directory will give You the following information about Our Participating Providers:

- Name, address, and telephone number;
- Specialty;
- Board certification (if applicable);
- Languages spoken; and
- Whether the Participating Provider is accepting new patients.

D. Vision Providers.
To see a Provider, call his or her office and tell the Provider that You are a Member, and explain the reason for Your visit. Have Your ID card available. The Provider's office may ask You for Your Member ID number. When You go to the Provider's office, bring Your ID card with You.

If We do not have a Participating Provider for certain provider types in the county in which You live or in a bordering county that is within approved time and distance standards, we will approve a referral to a specific Non-Participating Provider until You no longer need care or We have a Participating Provider in Our network that meets the time and distance compliance standards and Your care has been transitioned to that Participating Provider. Covered Services rendered by the Non-Participating Provider will be paid as if they were provided by a Participating Provider. You will be responsible only for any applicable in-network Cost-Sharing.

E. Access to Providers.
To see a Provider, call his or her office and tell the Provider that You are an MVP Health Services Corp. Member with benefits administered by EyeMed, and explain the reason for Your visit. Have Your ID card available. The Provider's office may ask You for Your Group or Member ID number. When You go to the Provider's office, bring Your ID card with You.

F. Out-of-Network Services.
We Cover the services of Non-Participating Providers. See the Schedule of Benefits attached to this Certificate for the Non-Participating Provider services that are Covered. In any case where benefits are limited to a certain number of days or visits, such limits apply in the aggregate to in-network and out-of- network services.

G. Important Telephone Numbers and Addresses.

- CLAIMS
  EyeMed Vision
  PO Box 8504,
  Mason, OH 45040-7111
  (Submit claim forms to this address.)

- COMPLAINTS AND GRIEVANCES APPEALS
  Call MVP Health Care at: 1-888-687-6277

- CUSTOMER CARE CENTER
  Call the number on Your ID card

EyeMed Dedicated MVP Health Care Commercial: TOLL FREE # 866-895-3278

(Customer Care Center Representatives are available Monday – Friday 7:30 a.m. – 11:00 p.m., Saturday 8:00 a.m. – 11:00 p.m., and Sunday 11:00 a.m. – 8:00 p.m.)

- OUR WEBSITE
  mvphealthcare.com

SECTION III – Cost Sharing Expenses and Allowed Amount

Please refer to the Schedule of Benefits attached to this Certificate for Copay, Coinsurance, Cost-Sharing requirements, frequency limits, and differences between in-network and out-of-network services.

A. Deductible.

There is no Deductible for Covered Services under this Certificate during each Plan Year.

B. Copayments.

Except where stated otherwise, You must pay the Copayments, or fixed amounts, in the Schedule of Benefits attached to this Certificate for Covered Services. However, when the Allowed Amount for a service is less than the Co-payment, You are responsible for the lesser amount.

C. Coinsurance.

Except where stated otherwise, You must pay a percentage of the Allowed Amount for Covered Services. We will pay the remaining percentage of the Allowed Amount as Your benefit as shown in the Schedule of Benefits attached to this Certificate. **You must also pay any charges of a Non-Participating Provider that are in excess of the Allowed Amount.**

D. Benefit Maximums, Allowances and Frequency Limits.

The amount we pay for your benefits is subject to your benefit maximums, allowances and frequency limits. We will not pay for vision care services that go over your benefit maximums or allowances, or for services that are received more than the allowed frequency limits. Benefit maximums, allowances, and frequency limits are stated in the Schedule of Benefits.

E. Allowed Amount.

We will pay up to the maximum allowable amount for covered services. You may be required to pay a part of the maximum allowable amount. This is called your cost share amount. Copayments and Coinsurance are examples of a cost share amount. See the Schedule of Benefits for your cost share amount for covered services.

Your cost share amount may vary depending on whether you get vision care from a Participating or Non-Participating Provider. You may be required to pay higher cost sharing amounts when using Non-Participating Providers. In addition Participating Providers will provide a 20% discount on other lens add-ons that you may wish to purchase.

The Allowed Amount for Participating Providers will be the amount we have negotiated with the Participating Provider.

The Allowed Amount for Non-Participating Providers will be 70% of the In-Network Provider Allowed Amount less any Member cost share.

We will not pay for vision care that is not covered under this plan. You are required to pay all charges for vision care that is not covered. Vision care that you get after you have met any benefit maximums or benefit frequency limits are also not covered.

SECTION IV - Who Is Covered

A. Who is Covered Under this Certificate.

You, the Subscriber to whom this Certificate is issued, are covered under this Certificate. You must live, work, or reside in Our Service Area to be covered under this Certificate. Members of Your family may also be covered depending on the type of coverage You selected.

B. Types of Coverage.

We offer the following types of coverage:

1. **Individual.** If You selected individual coverage, then You are covered.

2. **Individual and Spouse.** If You selected individual and Spouse coverage, then You and Your Spouse are covered.

3. **Parent and Child/Children.** If You selected parent and child/children coverage, then You and Your Child or Children, as described below, are covered.

4. **Family.** If You selected family coverage, then You and Your Spouse and Your Child or Children, as described below, are covered.

C. Children Covered Under this Certificate.

If You selected parent and child/children or family coverage, Children covered under this Certificate include Your natural Children, legally adopted Children, Step-Children, and Children for whom You are the proposed adoptive parent without regard to financial dependence, residency with You, student status or employment. A proposed adopted Child is eligible for coverage on the same basis as a natural Child during any waiting period prior to the finalization of the Child's adoption. Coverage lasts until the end of the month in which the Child turns 26 years of age. Coverage also includes Children for whom You are a legal guardian if the Children are chiefly dependent upon You for support and You have been appointed the legal guardian by a court order. Foster Children and grandchildren are covered.

Any unmarried dependent Child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the New York Mental Hygiene Law), or physical handicap and who became so incapable prior to attainment of the age at which the Child's coverage would otherwise terminate and who is

chiefly dependent upon You for support and maintenance, will remain covered while Your insurance remains in force and Your Child remains in such condition. You have 31 days from the date of Your Child's attainment of the termination age to submit an application, to request that the Child be included in Your coverage and proof of the Child's incapacity. We have the right to check whether a Child is and continues to qualify under this section.

We have the right to request and be furnished with such proof as may be needed to determine eligibility status of a prospective or covered Subscriber and all other prospective or covered Members in relation to eligibility for coverage under this Certificate at any time.

D. When Coverage Begins.

Coverage under this Certificate will begin as follows:

1. If You, the Subscriber, elect coverage before becoming eligible, or within 30 days of becoming eligible for other than a special enrollment period, coverage begins on the date You become eligible, or on the date determined by Your Group. Groups cannot impose waiting periods that exceed 90 days.

2. If You, the Subscriber, do not elect coverage upon becoming eligible or within 30 days of becoming eligible for other than a special enrollment period, You must wait until the Group's next open enrollment period to enroll, except as provided below.

3. If You, the Subscriber, marry while covered, and We get notice of such marriage and any Premium payment within 30 days thereafter, coverage for Your Spouse and Child starts on the first day of the following month after We get Your application. If We do not get notice within 30 days of the marriage, You must wait until the Group's next open enrollment period to add Your Spouse or Child.

E. Special Enrollment Periods.

You, Your Spouse or Child can also enroll for coverage within 30 days of the loss of coverage in another group health plan if coverage was terminated because You, Your Spouse or Child are no longer eligible for coverage under the other group health plan due to:

1. Termination of employment;
2. Termination of the other group health plan;
3. Death of the Spouse;
4. Legal separation, divorce or annulment;
5. Reduction of hours of employment;

6. Employer contributions toward the group health plan were terminated for You or Your Dependents' coverage; or
7. A Child no longer qualifies for coverage as a Child under the other group health plan.

You, Your Spouse or Child can also enroll 30 days from exhaustion of Your COBRA or continuation coverage or if You gain a Dependent or become a Dependent through marriage, birth, adoption, or placement for adoption.
We must get notice and Premium payment within 30 days of one of these events. Your coverage will begin on the first day of the following month after We get Your application. If You gain a Dependent or become a Dependent due to a birth, adoption, or placement for adoption, Your coverage will begin on the date of the birth, adoption or placement for adoption.
In addition, You, Your Spouse or Child, can also enroll for coverage within 60 days of the occurrence of one of the following events:

1. You or Your Spouse or Child loses eligibility for Medicaid or Child Health Plus; or
2. You or Your Spouse or Child becomes eligible for Medicaid or Child Health Plus.

We must get notice and Premium payment within 60 days of one of these events. Your coverage will begin on the first day of the following month.

SECTION V – Vision Care

We cover the following vision services:

A. Routine Exam: A routine eye exam is defined as an office visit for the purpose of checking vision, screening for eye disease, and/or updating eyeglass or contact lens prescriptions. Routine eye exams can produce diagnosis that includes nearsightedness, farsightedness or astigmatism.

B. Lenses: You have a choice of lenses under this plan that include the following:

- **Single Vision:** glasses lenses that only offer ONE type of vision correction**.** This means that they are crafted to help people see better at farther or shorter distances (nearsighted or farsightedness), but never both.

- **Bifocal:** a lens that has two focal points, usually one portion for viewing distant objects, and another for viewing close objects.

- **Trifocal**: lenses look and perform similar to bifocal lenses, with an added viewing zone to help correct vision in the intermediate field, and two visible lines where the viewing zones change.

- **Lenticular**: a corrective lens type that requires a very high power to correct your vision. High power often means a very thick and heavy eyeglass. To keep the **lens** from being so thick that it'd be hard to wear, eyeglass manufacturers created the lenticular lens**.**

- **Standard Progressive**: characterized by a gradient of increasing lens power, added to the wearer's correction for the other refractive errors. The gradient starts at the wearer's distance prescription at the top of the lens and reaches a maximum addition power, or the full reading addition, at the bottom of the lens.

- **Premium Progressive:** referred to as "free-form design" or "wave-front technology**.".** Premium progressive lenses provide a much wider, distortion-free reading area.

C. Frames: You have a benefit allowance towards your choice of frames. You may apply that allowance towards the frames of your choice. If the frame you select is more than your allowance then you are responsible for the difference.

D. Contact Lenses: Your lens benefit may apply to eyeglass lenses, elective contact lenses, or non-elective contact lenses. Non-elective lenses are lenses that are prescribed for certain conditions such as, Anisometropia, High Ametropia, Keratoconus. If you get elective or non-elective contact lenses, an eyeglass lens benefit will not be available until your benefits renew. The Schedule of Benefits tells you the benefit frequency for lenses.

SECTION VI - Exclusions and Limitations

No coverage is available under this Certificate for the following:

A. Employment: Any Vision Examination, or any corrective eyewear required as a condition of employment, such as safety eyewear.

B. Sunglasses: Non-Prescription sunglass lenses or accompanying frames.

C. Non-Prescription Lenses: Any non-prescription lenses, eyeglasses, contacts or plano lenses. This also includes any lenses that have no refractive power.

D. Lost or Broken Lenses, Frames or Contacts: Any lost or broken lenses, frames or contacts will not be covered until you reach a new benefit period.

E. Duplicates: Two pair of glasses in lieu of bifocals.

F. Medical Services: We do not Cover vision services that are medical in nature, including any Hospital charges or prescription drug charges, including pathological and/or surgical treatment of the eye, eyes or supporting structures.

G. Services Not Listed: We do not Cover services that are not listed in this Certificate as being Covered.

H. Services Provided by a Family Member: We do not Cover services performed by a covered person's immediate family member. "Immediate family member" means a child, stepchild, spouse, parent, stepparent, sibling, stepsibling, parent-in-law, child-in-law, sibling-in-law, grandparent, grandparent's spouse, grandchild, or grandchild's spouse.

I. Workers' Compensation: We do not Cover services if benefits for such services are provided under any state or federal Workers' Compensation, employers' liability or occupational disease law.

SECTION VII - Grievance Procedures

A. Grievances.

Our Grievance procedure applies to any issue relating to contractual benefit denials or issues or concerns You have regarding Our administrative policies or access to Providers.

B. Filing a Grievance.

You can call Us at the phone number in the How Your Coverage Works Section of this Certificate or in writing to file a Grievance. You or Your designee has up to 180 calendar days from when You got the decision You are asking Us to review to file the Grievance.

When We receive Your Grievance, We will mail an acknowledgment letter within 5 business days. The acknowledgment letter will include the name, address, and telephone number of the person handling Your Grievance, and indicate what additional information, if any, must be provided.

We keep all requests and discussions confidential and We will take no discriminatory action because of Your issue. We have a process for both standard and expedited Grievances, depending on the nature of Your inquiry.

You may ask that We send You electronic notification of a Grievance or Grievance Appeal determination instead of notice in writing or by telephone. You must tell Us in advance if You want to receive electronic notifications. To opt into electronic notifications, call the number on Your ID card or visit Our website at **mvphealthcare.com**. You can opt out of electronic notifications at any time.

C. Grievance Determination.

Qualified personnel will review Your Grievance, or if it is a clinical matter, a licensed, certified or registered health care professional will look into it. We will decide the Grievance and let You know within the following timeframes:

Expedited/Urgent Grievances:	By phone, within the earlier of 48 hours of receipt of all necessary information or 72 hours of receipt of Your Grievance. Written notice will be provided within 72 hours of receipt of Your Grievance.

Pre-Service Grievances: (A request for a service or treatment that has not yet been provided.)	In writing, within 15 calendar days of receipt of Your Grievance.
Post-Service Grievances: (A claim for a service or treatment that has already been provided.)	In writing, within 30 calendar days of receipt of Your Grievance.
All Other Grievances: (That are not in relation to a claim or request	In writing, within 45 calendar days of receipt of all necessary information

D. Grievance Appeals.

If You are not satisfied with the result of Your Grievance, You or Your designee may file an Appeal by phone at the number on Your ID card or in writing. However, Urgent Appeals may be filed by phone.
You have up to 60 business days from the time you received the Grievance determination to file an Appeal.

When We get Your Appeal, We will mail an acknowledgment letter within 5 business days. The acknowledgement letter will include the name, address, and telephone number of the person handling Your Appeal and indicate what additional information, if any, must be provided.

One or more qualified personnel at a higher level than the personnel that rendered the Grievance determination will review it, or if it is a clinical matter, a clinical peer reviewer will look into it. We will decide the Appeal and let You know in writing within the following timeframes:

Expedited/Urgent Grievances:	The earlier of two (2) business days of receipt of all necessary information or 72 hours of receipt of Your Appeal.
Pre-Service Grievances: (A request for a service or treatment that has not yet been provided.)	15 calendar days of receipt of Your Appeal.

Post-Service Grievances: (A claim for a service or treatment that has already been provided.)	30 calendar days of receipt of Your Appeal.
All Other Grievances: (That are not in relation to a claim or request for a service or treatment.)	30 business days of receipt of all necessary information to make a determination.

E. Assistance.

If You remain dissatisfied with Our Appeal determination, or at any other time You are dissatisfied, You may:

Call the New York State Department of Financial Services at 1-800-342-3736 or write them at:

New York State Department of Financial Services
Consumer Assistance
Unit One Commerce
Plaza Albany, NY
12257
Website: **dfs.ny.gov**

If You need assistance filing a Grievance or Appeal, You may also contact the state independent Consumer Assistance Program at:
Community Health Advocates
633 Third Ave., 10th Floor
New York, NY 10017
Or call toll free: 1-888-614-5400, or e-mail **cha@cssny.org**
Website: **communityhealthadvocates.org**

SECTION VIII - Claim Determinations

A. Claims.

A claim is a request that benefits or services be provided or paid according to the terms of this Certificate. When You receive services from a Participating Provider, You will not need to submit a claim form. However, if You receive services from a Non-Participating Provider either You or the Provider must file a claim form with Us. If the Non-Participating Provider is not willing to file the claim form, You will need to file it with Us.

B. Notice of Claim.

Claims for services must include all information designated by Us as necessary to process the claim, including, but not limited to: Member identification number; name; date of birth; address; date of service; the charge for each service; procedure code for the service as applicable; diagnosis code; name, and address of the Provider making the charge; and supporting medical records, when necessary. A claim that fails to contain all necessary information will not be accepted and must be resubmitted with all necessary information.

C. Timeframe for Filing Claims.

Claims for services must be submitted to Us for payment within 12 months after You receive the services for which payment is being requested.

D. Claim Determinations.

If You disagree with Our claim determination, You may submit a Grievance pursuant to the Grievance Procedures section of this Certificate.

E. Payment of Claims.

Where Our obligation to pay a claim is reasonably clear, We will pay the claim within 30 days of receipt of the claim (when submitted through the internet or e-mail) and 45 days of receipt of the claim (when submitted through other means, including paper or fax). If We request additional information, We will pay the claim within 15 days of Our determination that payment is due but no later than 30 days (for claims submitted through the internet or e-mail) or 45 days (for claims submitted through other means, including paper or fax) of receipt of the information.

SECTION IX - Termination of Coverage

Coverage under this Certificate will automatically be terminated on the first of the following to apply:

1. The Group and/or Subscriber has failed to pay Premiums within 30 days of when Premiums are due. Coverage will terminate as of the last day for which Premiums were paid.

2. The end of the month in which the Subscriber ceases to meet the eligibility requirements as defined by the Group.

3. Upon the Subscriber's death, coverage will terminate unless the Subscriber has coverage for Dependents. If the Subscriber has coverage for Dependents, then coverage will terminate as of the last day of the month for which the Premium has been paid.

4. For Spouses in cases of divorce, the date of the divorce.

5. For Children, until the end of the month in which the Child turns 26 years of age.

6. For all other Dependents, the end of the month the Dependent ceases to be eligible.

7. The end of the month during which the Group or Subscriber provides written notice to Us requesting termination of coverage, or on such later date requested for such termination by the notice.

8. If the Subscriber has performed an act that constitutes fraud or made an intentional misrepresentation of material fact in writing on his/her enrollment application, or in order to get coverage for a service, coverage will terminate immediately upon written notice of termination delivered by Us to the Subscriber. If termination is a result of the Subscriber's action, coverage will terminate for the Subscriber and any Dependents. If termination is a result of the Dependent's action, coverage will terminate for the Dependent.

9. The date that the Group Contract is terminated. If We decide to stop offering a particular class of group contracts, without regard to claims experience or health related status, to which this Certificate belongs, We will provide the Group and Subscribers at least 30 days' prior written notice.

10. The Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the coverage.

11. The Group has failed to comply with a material plan provision relating to group participation rules. We will provide written notice to the Group and Subscriber at least 30 days prior to when the coverage will cease.

12. The Group ceases to meet the statutory requirements to be defined as a group for the purposes of obtaining coverage. We will provide written notice to the Group and Subscriber at least 30 days prior to when the coverage will cease.

13. The date there is no longer any enrollee who lives, resides, or works in Our Service Area. No termination shall prejudice the right to a claim for benefits which arose prior to such termination.

SECTION X – Continuation of Coverage

Under the continuation of coverage provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), most employer-sponsored group health plans must offer employees and their families the opportunity for a temporary continuation of health insurance coverage when their coverage would otherwise end. Call or write Your employer to find out if You are entitled to temporary continuation of coverage under COBRA. Any period of continuation of coverage will terminate automatically at the end of the period of continuation provided under COBRA.

A. Qualifying Events.

Pursuant to federal COBRA and state continuation coverage laws, You, the Subscriber, Your Spouse and Your Children may be able to temporarily continue coverage under this Certificate in certain situations when You would otherwise lose coverage, known as qualifying events.

1. If Your coverage ends due to voluntary or involuntary termination of employment or a change in Your employee class (e.g., a reduction in the number of hours of employment), You may continue coverage. Coverage may be continued for You, Your Spouse and any of Your covered Children.

2. If You are a covered Spouse, You may continue coverage if Your coverage ends due to:
   - Voluntary or involuntary termination of the Subscriber's employment;
   - Reduction in the hours worked by the Subscriber or other change in the Subscriber's class;
   - Divorce or legal separation from the Subscriber; or
   - Death of the Subscriber.

3. If You are a covered Child, You may continue coverage if Your coverage ends due to:
   - Voluntary or involuntary termination of the Subscriber's employment;
   - Reduction in the hours worked by the Subscriber or other change in the Subscriber's class;
   - Loss of covered Child status under the plan rules; or
   - Death of the Subscriber.

If You want to continue coverage, You must request continuation from the Group in writing and make the first Premium payment within the 60-day period following the later of:

1. The date coverage would otherwise terminate; or
2. The date You are sent notice by first class mail of the right of continuation by the Group.

The Group may charge up to 102% of the Group Premium for continued coverage.

Continued coverage under this section will terminate at the earliest of the following:

1. The date 36 months after the Subscriber's coverage would have terminated because of termination of employment;
2. If You are a covered Spouse or Child, the date 36 months after coverage would have terminated due to the death of the Subscriber, divorce or legal separation, the Subscriber's eligibility for Medicare, or the failure to qualify under the definition of "Children";
3. The date You become covered by an insured or uninsured arrangement that provides group hospital, surgical or medical coverage;
4. The date You become entitled to Medicare;
5. The date to which Premiums are paid if You fail to make a timely payment; or
6. The date the Group Contract terminates. However, if the Group Contract is replaced with similar coverage, You have the right to become covered under the new Group Contract for the balance of the period remaining for Your continued coverage.

When Your continuation of coverage ends, You may have a right to conversion. See the Conversion Right to a New Contract after Termination section of this Certificate.

B. Supplementary Continuation, Conversion, and Temporary Suspension Rights During Active Duty.

If You, the Subscriber are a member of a reserve component of the armed forces of the United States, including the National Guard, You have the right to continuation, conversion, or a temporary suspension of coverage during active duty and reinstatement of coverage at the end of active duty if Your Group does not voluntarily maintain Your coverage and if:

1. Your active duty is extended during a period when the president is authorized to order units of the reserve to active duty, provided that such additional active duty is at the request and for the convenience of the federal government; and
2. You serve no more than four (4) years of active duty.

When Your Group does not voluntarily maintain Your coverage during active duty, coverage under this Certificate will be suspended unless You elect to continue coverage in writing within 60 days of being ordered to active duty and You pay the Group the required Premium payment but not more frequently than on a monthly basis in advance. This right of continuation extends to You and Your eligible Dependents. Continuation of coverage is not available for any person who is eligible to be covered under Medicare; or any person who is covered as an employee, member or dependent under any other insured or uninsured arrangement which provides group hospital,

surgical or medical coverage, except for coverage available to active duty members of the uniformed services and their family members.

Upon completion of active duty:

1. Your coverage under this Certificate may be resumed as long as You are reemployed or restored to participation in the Group upon return to civilian status. The right of resumption extends to coverage for Your covered Dependents. For coverage that was suspended while on active duty, coverage under the Group plan will be retroactive to the date on which active duty terminated.
2. If You are not reemployed or restored to participation in Your Group upon return to civilian status, You will be eligible for continuation and conversion as long as You apply to Us for coverage within 31 days of the termination of active duty or discharge from a Hospitalization resulting from active duty as long as the Hospitalization was not in excess of one (1) year.

C. Availability of Age 29 Dependent Coverage Extension – Young Adult Option.

The Subscriber's Child may be eligible to purchase continuation coverage under the Group's Contract through the age of 29 if he or she:

1. Is under the age of 30;
2. Is not married;
3. Is not insured by or eligible for coverage under an employer-sponsored health benefit plan covering him or her as an employee or member, whether insured or self-insured;
4. Lives, works or resides in New York State or Our Service Area; and
5. Is not covered by Medicare.

The Child may purchase continuation coverage even if he or she is not financially dependent on his or her parent(s) and does not need to live with his or her parent(s).

The Subscriber's Child may elect this coverage:

1. Within 60 days of the date that his or her coverage would otherwise end due to reaching the maximum age for Dependent coverage, in which case coverage will be retroactive to the date that coverage would otherwise have terminated;
2. Within 60 days of newly meeting the eligibility requirements, in which case coverage will be prospective and start within 30 days of when the Group or the Group's designee receives notice and We receive Premium payment; or
3. During an annual 30-day open enrollment period, in which case coverage will be prospective and will start within 30 days of when the Group or the Group's designee receives notice of election and We receive Premium payment.

The Subscriber or Subscriber's Child must pay the Premium rate that applies to individual coverage. Coverage will be the same as the coverage provided under this Certificate. The Child's children are not eligible for coverage under this option.

SECTION XI - General Provisions

1. Agreements between Us and Participating Providers.

Any agreement between Us and Participating Providers may only be terminated by Us or the Providers. This Certificate does not require any Provider to accept a Member as a patient. We do not guarantee a Member's admission to any Participating Provider.

2. Assignment.

You cannot assign any benefits under this Certificate; or legal claims based on a denial of benefits or request for plan documents to any person, corporation, or other organization. Any assignment of benefits or legal claims based on a denial of benefits or request for plan documents by You will be void and unenforceable. Assignment means the transfer to another person, corporation or organization of Your right to the services provided under this Certificate; or Your right to collect money from Us for those services or Your right to sue based on a denial of benefits or request for plan documents.

3. Changes in This Certificate.

We may unilaterally change this Certificate upon renewal, if We give the Group 30 days' prior written notice.

4. Choice of Law.

This Certificate shall be governed by the laws of the State of New York.

5. Clerical Error.

Clerical error, whether by the Group or Us, with respect to this Certificate, or any other documentation issued by Us in connection with this Certificate, or in keeping any record pertaining to the coverage hereunder, will not modify or invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

6. Conformity with Law.

Any term of this Certificate conflicts with New York State law or with any applicable federal law that imposes additional requirements from what is required under New York State law will be amended to conform with the minimum requirements of such law.

7. Continuation of Benefit Limitations.

Some of the benefits in this Certificate may be limited to a specific number of visits, a benefit maximum, and/or subject to a Deductible. You will not be entitled to any additional benefits if Your coverage status should change during the year. For example, if Your coverage status changes from covered family member to Subscriber, all benefits previously utilized when You were a covered family member will be applied toward Your new status as a Subscriber.

8. Enrollment ERISA.

The Group will develop and maintain complete and accurate payroll records, as well as any other records of the names, addresses, ages, and social security numbers of all Group Members covered under this Certificate, and any other information required to confirm their eligibility for coverage.

The Group will provide Us with this information upon request. The Group may also have additional responsibilities as the "plan administrator" as defined by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. The "plan administrator" is the Group, or a third party appointed by the Group. We are not the ERISA plan administrator.

9. Entire Agreement.

This Certificate; including any endorsements, riders and the attached applications, if any, constitutes the entire Certificate.

10. Fraud and Abusive Billing.

We have processes to review claims before and after payment to detect fraud and abusive billing. Members seeking services from Non-Participating Providers could be balance billed by the Non-Participating Provider for those services that are determined to be not payable as a result of a reasonable belief of fraud or other intentional misconduct or abusive billing.

11. Furnishing Information and Audit.

The Group and all persons covered under this Certificate will promptly furnish Us with all information and records that We may require from time to time to perform Our obligations under this Certificate. You must provide Us with certain information over the telephone for reasons such as the following: to determine the level of care You need; so that We may certify care authorized by Your Provider; or make decisions regarding the medical necessity of Your care. The Group will, upon reasonable notice, make available to Us, and We may audit and make copies of, any and all records relating to Group enrollment at the Group's New York office.

12. Identification Cards.

Identification ("ID") cards are issued by Us for identification purposes only. Possession of any ID card confers no right to services or benefits under this Certificate; To be entitled to such services or benefits, Your Premiums must be paid in full at the time you go to get services.

13. Incontestability.

No statement made by You will be the basis for avoiding or reducing coverage unless it is in writing and signed by You. All statements contained in any such written instrument shall be deemed representations and not warranties.

14. Independent Contractors.

Participating Providers are independent contractors. They are not Our agents or employees. We and Our employees are not the agent or employee of any Participating Provider. We are not liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries alleged to be suffered by You, Your covered Spouse or Children while getting care from any Participating Provider or in any Participating Provider's facility.

15. Input in Developing Our Policies.

Subscribers may participate in the development of Our policies by contacting our Customer Care Center at the number on the back of Your Member ID Card, or visiting Our website at **mvphealthcare.com**

16. Material Accessibility.

We will give the Group, and the Group will give You ID cards, Certificates; riders and other necessary materials.

17. More Information about Your Vision Plan.

You can request additional information about Your coverage under this Certificate; Upon Your request, We will provide the following information:

- A list of the names, business addresses and official positions of Our board of directors, officers and members; and Our most recent annual certified financial statement which includes a balance sheet and a summary of the receipts and disbursements.
- The information that We provide the State regarding Our consumer complaints.
- A copy of Our procedures for maintaining confidentiality of Member information.
- A written description of Our quality assurance program.
- Written application procedures and minimum qualification requirements for Providers.

18. Notice.

Any notice that We give You under this Certificate will be mailed to Your address as it appears in Our records or delivered electronically if You consent to electronic delivery. You agree to provide Us with notice of any change of Your address. If You have to give Us any notice, it should be sent by U.S. Mail, first class, postage prepaid to: the address on Your ID card.

19. Premium Refund.

We will give any refund of Premiums, if due, to the Group.

20. Recovery of Overpayments.

On occasion a payment may be made to You when You are not covered, for a service that is not Covered, or which is more than is proper. When this happens We will explain the problem to You and You must return the amount of the overpayment to Us within 60 days after you get notification from Us. However, We shall not make a request for repayment more than 24 months after the original payment was made unless We have a reasonable belief of fraud or other intentional misconduct.

21. Renewal Date.

The renewal date for this Certificate is the anniversary of the effective date of the Group Contract of each year. This Certificate will automatically renew each year on the renewal date unless otherwise terminated by Us, as permitted by this Certificate, or by the Group upon 30 days' prior written notice to Us.

22. Right to Develop Guidelines and Administrative Rules.

We may develop or adopt standards that describe in more detail when We will or will not make payments under this Certificate. Those standards will not be contrary to the descriptions in this Certificate. If You have a question about the standards that apply to a particular benefit, You may contact Us and We will explain the standards or send You a copy of the standards. We may also develop administrative rules pertaining to enrollment and other administrative matters. We shall have all the powers necessary or appropriate to enable Us to carry out Our duties in connection with the administration of this Certificate

23. Right to Offset.

If We make a claim payment to You or on Your behalf in error or You owe Us any money, You must repay the amount You owe Us. Except as otherwise required by law, if We owe You a

payment for other claims received, We have the right to subtract any amount You owe Us from any payment We owe You.

24. Severability.

The unenforceability or invalidity of any provision of this Certificate shall not affect the validity and enforceability of the remainder of this Certificate.

25. Third Party Beneficiaries.

No third-party beneficiaries are intended to be created by this Certificate and nothing in the Certificate shall confer upon any person or entity other than You or Us any right, benefit, or remedy of any nature whatsoever under or by reason of this Certificate. No other party can enforce this Certificate provisions or seek any remedy arising out of either Our or Your performance or failure to perform any portion of this Certificate or to bring an action or pursuit for the breach of any terms of this Certificate.

26. Time to Sue.

No action at law or in equity may be maintained against Us prior to the expiration of 60 days after written submission of a claim has been furnished to Us as required in this Certificate; Contract; Policy. You must start any lawsuit against Us under this Certificate within two (2) years from the date the claim was required to be filed.

27. Translation Services.

Translation services are available free of charge under this Certificate for non-English speaking Members. Please contact Us at the number on Your ID card to access these services.

28. Venue for Legal Action.

If a dispute arises under this Certificate; it must be resolved in a court located in the State of New York. You agree not to start a lawsuit against Us in a court anywhere else. You also consent to New York State courts having personal jurisdiction over You. That means that, when the proper procedures for starting a lawsuit in these courts have been followed, the courts can order You to defend any action We bring against You.

29. Waiver.

The waiver by any party of any breach of any provision of this Certificate will not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder will not operate as a waiver of such right.

30. Who May Change this Certificate.

This Certificate may not be modified, amended, or changed, except in writing and signed by Our Chief Executive Officer ("CEO") or a person designated by the CEO. No employee, agent, or other person is authorized to interpret, amend, modify, or otherwise change this Certificate in a manner that expands or limits the scope of coverage, or the conditions of eligibility, enrollment, or participation, unless in writing and signed by the CEO or person designated by the CEO.

31. Who Receives Payment under this Certificate.

Payments under this Certificate for services provided by a Participating Provider will be made directly by Us to the Provider. If You get services from a Non-Participating Provider, We will pay the subscriber.

32. Workers' Compensation Not Affected.

The coverage provided under this Certificate is not in lieu of and does not affect any requirements for coverage by workers' compensation insurance or law.

33. Your Vision Records and Reports.

In order to provide Your coverage under this Certificate it may be necessary for Us to get Your vision records and information from Providers who treated You. Our actions to provide that coverage include processing Your claims, reviewing Grievances, Appeals, or complaints involving Your care, and quality assurance reviews of Your care, whether based on a specific complaint or a routine audit of randomly selected cases. By accepting coverage under this Certificate; except as prohibited by state or federal law, You automatically give Us or Our designee permission to get and use Your vision records for those purposes and You authorize each and every Provider who renders services to You to:

- Disclose all facts pertaining to Your care, treatment, and physical condition to Us or to a vision professional that We may engage to assist Us in reviewing a treatment or claim, or in connection with a complaint or quality of care review;
- Render reports pertaining to Your care, treatment, and physical condition to Us, or to a vison professional that We may engage to assist Us in reviewing a treatment or claim; and
- Permit copying of Your vison records by Us.

We agree to maintain Your vision information in accordance with state and federal confidentiality requirements. However, to the extent permitted under state or federal law, You automatically give Us permission to share Your information with the New York State Department of Health, quality oversight organizations, and third parties with which We contract to assist Us in administering this Certificate, so long as they also agree to maintain the information in accordance with state and federal confidentiality requirements.