

# **Combined Insurance Company of America**

111 Wacker Drive, Suite 700 • Chicago, Illinois 60601 Administrator's Office: 4000 Luxottica Place; Mason, OH 45040

#### GROUP VISION INSURANCE POLICY

POLICY NUMBER: Various

**POLICYHOLDER:** County of San Bernardino

STATE OF ISSUE: California

**POLICY EFFECTIVE DATE:** July 21, 2018

**POLICY ANNIVERSARY DATE:** July 21, 2019, and each July 21 thereafter

Combined Insurance Company of America agrees to pay the benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued in consideration of the Policyholder's application (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy may be modified by mutual agreement between the Policyholder and the Company.

The Policy is issued by Combined Insurance Company of America at Chicago, Illinois on the Policy Effective Date.

Signed for Combined Insurance Company of America

Brad Bennett, President

Rebecca L. Collins, Secretary

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THIS IS A LIMITED BENEFIT POLICY

Please read the Policy carefully.

#### **PREMIUMS**

Premiums are payable in advance by the Policyholder. The first premium is due on the effective date of the Policy. Subsequent premiums are due on the first day of each month thereafter.

The required premium due on each premium due date is the sum of the premiums for all Insureds and their Dependents covered under the Policy. The premiums due will be determined by applying the premium rates then in effect for each plan provided by the Policy to the number of Insured Persons. All premiums are payable to the Company at the Company's home office or to any of the Company's authorized agents.

The premium due may be adjusted due to a change in insurance as requested by the Policyholder or as required by the Company as follows:

- 1. if an amount of insurance is added or increased during a calendar month, premiums will be increased as of the date the change becomes effective:
- 2. if an amount of insurance is deleted or decreased during a calendar month, premium will cease or be decreased at the end of the calendar month in which the deletion or decrease occurred;
- 3. if the Policyholder's contribution percentage is changed, premium will be adjusted at the end of the calendar month in which the change occurred: or
- 4. if the number of eligible employees increases or decreases by more than 10%, premium will be adjusted at the end of the calendar month in which the increase or decrease occurred, unless otherwise mutually agreed.

If premiums are due the Company, or premium refunds are due the Policyholder as a result of clerical error or delay in the reporting of dates and/or data to the Company, all premiums or refunds will be calculated at the current rate of premium payment and are limited to a maximum period of the current month plus three months.

**Premium Rate Change.** The Company has the right to change the premium rate on or after the fifth Policy Anniversary Date. The Company will provide written notice at least 31 days before the date of change.

**Grace Period**. A grace period of 31 days will be allowed to the Policyholder for the payment of each premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31-day period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

**Return of Premium.** The Company reserves the right to rescind the coverage for one or all Insureds due to the falsity of any statement in the Policyholder's application or an Insured's enrollment form for any policy covered by this chapter if such false statement was made with actual intent to deceive and it materially affected either the acceptance of the risk or the hazard assumed by the Company.

If, on the date coverage is rescinded, no claims have been paid under the Policy, the Company will return all premiums paid for such coverage to the Policyholder.

If, on the date coverage is rescinded, claims have been paid under the Policy, the Company reserves the right to deduct an amount equal to the amount of such claims paid from the premiums to be returned to the Policyholder.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not the person becomes insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as the books and records relate to this insurance. The Company may authorize someone else to perform this audit. Any such inspection may be done at any reasonable time.

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#### TERMINATION OF POLICY

The Policyholder or the Company may terminate or cancel the Policy on the earliest of the following:

- 1. on any date on or after the third Policy Anniversary Date. Written notice must be provided to the other party at least 31 days prior to termination:
- 2. the date the number or percentage of persons covered under the Policy does not meet the minimum participation requirement of 10;
- 3. the date the required premium has not been paid, except as provided in the Grace Period provision; or
- 4. the date 100% of the eligible employees are not covered when a contribution is not required by the employee.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

#### **GENERAL PROVISIONS**

**Entire Contract.** The Policy, the application of the Policyholder, and the individual applications, if any, of the individuals insured constitute the entire contract between the parties, and all statement made by the Policyholder, or by any individuals insured shall, in the absence of fraud, be deemed a representation and not warranties, and that no such statement be used in defense to a claim under the Policy, unless it is contained in a written application.

#### **CERTIFICATES**

The Company will issue to the Policyholder for delivery to the individuals insured under this Policy an individual Certificate setting forth a statement as to the insurance protection to which he or she is entitled and to whom payable.

#### ADDITIONAL INSUREDS

To the group or class thereof originally insured shall be added from time to time all new employees, members or pupils of the policyholder eligible to and applying for insurance in such group or class, and that this Policy is not in lieu of and does not affect any requirement for coverage by workmen's compensation insurance.

#### INCORPORATION PROVISION

The provisions of the attached Certificate and all Rider(s) issued to amend the Policy after the Policy Effective Date are made a part of the Policy.

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# **Combined Insurance Company of America**

111 Wacker Drive, Suite 700 • Chicago, Illinois 60601 Administrator's Office: 4000 Luxottica Place; Mason, OH 45040

#### GROUP VISION INSURANCE CERTIFICATE

POLICY NUMBER: Various

**POLICYHOLDER:** County of San Bernardino

**POLICY ANNIVERSARY DATE:** July 21, 2019, and each July 21 thereafter

Combined Insurance Company of America represents that the Insured Person is insured for the benefits described on the following pages, subject to and in accordance with the terms and conditions of the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Certificate explains the plan of insurance. An individual identification card will be issued to the Insured containing the group name, group number and Insured's effective date. The Certificate replaces all certificates previously issued to the Insured under the Policy.

All periods of time under the Policy will begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy is issued by Combined Insurance Company of America at Chicago, Illinois on the Policy Effective Date.

Signed for Combined Insurance Company of America

Brad Bennett, President

Rebecca L. Collins, Secretary

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THIS IS A LIMITED BENEFIT CERTIFICATE

Please read the Certificate carefully.

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#### DEFINITIONS

Please note certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Benefit Frequency** means the period of time in which a benefit is payable.

The Benefit Frequency begins on the later of the Insured Person's effective date or last date services were provided to the Insured Person. Each new Benefit Frequency begins at the expiration of the previous Benefit Frequency.

**Co-payment** means the designated amount, if any, shown in the Schedule of Benefits each Insured Person must pay to a Provider before benefits are payable for covered Vision Examination and Vision Materials per Benefit Frequency.

Comprehensive Eye Examination means a comprehensive ophthalmological service that is needed for the diagnosis and treatment of substandard visual acuity. Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination, biomicroscopy, examination with cyclopedia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

**Dependent** means any of the following persons whose coverage under the Policy is in force and has not ended:

- 1. the Insured's lawful spouse or Domestic Partner;
- 2. each unmarried child from birth to age 26 who is primarily dependent upon the Insured for support and maintenance; or
- 3. each unmarried child at least 19 years of age to 26 years of age who is primarily dependent upon the Insured for support and maintenance and who is a full-time student; or
- 4. each unmarried child at least 26 years of age who is primarily dependent upon the Insured for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; who was so incapacitated and is an Insured Person under the Policy on his or her  $26^{th}$  birthday; and who has been continuously so incapacitated since his or her  $26^{th}$  birthday.

Child includes stepchild, legally adopted child, child legally placed in the Insured's home for adoption and child under the Insured's legal guardianship. A full-time student is one who is enrolled at least the minimum number of hours of class a week the school considers as full-time status.

**Domestic Partner** means an adult who has chosen to share his or her life in an intimate and committed relationship of mutual caring with the Insured Person.

A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:

- 1. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- 2. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- 3. Both persons are at least 18 years of age, except a person under 18 years of age who, together with the person with whom he or she proposes to establish a domestic partnership, otherwise meets the requirements for a domestic partnership other than the requirement of being at least 18 years of age, is capable of consenting to and establishing a domestic partnership upon obtaining a court order granting permission to the underage person or persons to establish a domestic partnership.
- 4. Either of the following:
  - A. Both persons are members of the same sex.
  - B. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age insurance benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
- 5. Both persons are capable of consenting to the domestic partnership.

The term "spouse," wherever used, will include a Domestic Partner.

Fundus Photography Examination means the recording of a portion(s) or complete retina surface and structures.

**Insured** means an employee of the Policyholder who meets the eligibility requirements as shown in the Policyholder's application, and whose coverage under the Policy is in force and has not ended.

Insured Person means the Insured. Insured Person will also include the Insured's Dependents, if enrolled.

**IntraLase Initiated LASIK** means a LASIK surgical procedure in which a special laser is used instead of a blade to create the stromal flap.

In-Network Provider means a Provider who has signed a Preferred Provider Agreement with the PPO.

**LASEK** (Laser Assisted Epithelium Keratomileusis) means a surgical procedure that utilizes a trephine to create an epithelial flap and an alcohol solution to preserve the epithelial cells. Once the epithelial flap is created and lifted, the treatment proceeds as for traditional PRK, with light smoothing at its conclusion. The epithelial flap is then repositioned with a small spatula.

Laser Vision Correction Procedures means surgical procedures which permanently alter the focusing power of the eye(s) in order to change refractive errors.

**LASIK** (Laser Assisted In-Situ Keratomileusis) means a surgical procedure involving the use of a computer-controlled excimer laser to reshape the cornea (epithelium) without invading the adjacent cell layers. An automated microkeratome is used to create a stromal flap of the cornea that is lifted, and the exposed surface is reshaped using the laser. After altering the cornea curvature, the stromal flap is replaced and is adhered without stitches.

#### Medically Necessary Contact Lenses means:

- 1. Keratoconus where the Insured Person is not correctable to 20/30 in either or both eyes using standard spectacle lenses, or the Provider attests to the specified level of visual improvement;
- 2. High Ametropia exceeding -10D or +10D in spherical equivalent in either eye;
- 3. Anisometropia of 3D in spherical equivalent or more; or
- 4. vision for an Insured Person can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle.

Out-of-Network Provider means a Provider, located within the PPO Service Area, who has not signed a Preferred Provider Agreement with the PPO.

Policy means the Policy issued to the Policyholder.

**Policyholder** means the Employer named as the Policyholder in the face page of the Policy.

**PPO Service Area** means the geographical area where the PPO is located.

**Preferred Provider Agreement** means an agreement between the PPO and a Provider that contains the rates and reimbursement methods for services and supplies provided by such Provider.

**Preferred Provider Organization ("PPO")** means a network of Providers and retail chain stores within the PPO Service Area that has signed a Preferred Provider Agreement.

**Provider** means a licensed physician or optometrist who is operating within the scope of his or her license or a dispensing optician.

The term "spouse", wherever used, will include a Registered Domestic Partner.]

Vision Examination means any eye or visual examination covered under the Policy and shown in the Schedule of Benefits.

**Vision Materials** means those materials shown in the Schedule of Benefits.

#### EFFECTIVE DATES

**Effective Date of Insured's Insurance.** The Insured's insurance will be effective as follows:

- 1. if the Policyholder does not require the Insured to contribute towards the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible;
- 2. if the Policyholder requires the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible, provided;
  - a. the Insured has given the Company the Insured's enrollment form (if required) on, prior to, or within 30 days of the date the Insured became eligible; and
  - b. the Insured has agreed to pay the required premium contributions; and
- 3. if the Insured fails to meet the requirements of 2 a) and 2 b) within 30 days after becoming eligible, the Insured's coverage will not become effective until the Company has verified that the Insured has met these requirements. The Insured will then be advised of the Insured's effective date.

Effective Date of Dependents' Insurance. Coverage for Dependents becomes effective on the later of:

- 1. the date Dependent coverage is first included in the Insured's coverage; or
- 2. the premium due date on or after the date the person first qualifies as the Insured's Dependent. If an enrollment form is required, the Insured must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

If the Insured and the Insured's spouse are both Insureds, one Insured may request to be a Dependent spouse of the other. A Dependent child may not be covered by more than one Insured.

**Newborn Children.** A Dependent child born while the Insured's coverage is in force will be covered from the moment of birth for 31 days or greater, if elected. In order to continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period.

**Adopted Children.** If a Dependent child is placed with the Insured for adoption while the Insured's coverage is in force, this child will be covered from the date of placement for 31 days or greater, if elected. In order to continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period. If proper notice has been given, coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement.

#### **BENEFITS**

Benefits are payable for each Insured Person as shown in the Schedule of Benefits for expenses incurred while this insurance is in force.

Comprehensive Eye Examination. An Insured Person is eligible for one Comprehensive Eye Examination in each Benefit Frequency.

**In-Network Provider Benefits.** The Insured Person must pay any Co-payment or any cost above the allowance shown in the Schedule of Benefits at the time the covered service is provided. Benefits will be paid to the In-Network Provider who will file a claim with the Company.

**Out-of-Network Provider Benefits.** The Insured Person must pay the Out-of-Network Provider the full cost at the time the covered service is provided and file a claim with the Company. The Company will reimburse the Insured Person for the Out-of-Network Provider benefits up to the maximum dollar amount shown in the Schedule of Benefits.

**Vision Materials.** If a Vision Examination results in an Insured Person needing corrective Vision Materials for the Insured Person's visual health and welfare, those Vision Materials prescribed by the Provider will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- Lenses provided one time in each Benefit Frequency.
- Frame(s) provided one time in each Benefit Frequency.
- *Contact Lenses* provided one time in each Benefit Frequency in lieu of lenses.

#### LIMITATIONS

Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

If payment for claims exceeds the amount for which the Insured Person is eligible under any benefit provision or rider of the Policy, the Company has the right to recover the excess of such payment from the Provider or the Insured.

The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

#### **EXCLUSIONS**

No benefits will be paid for services or materials connected with or charges arising from:

- 1. orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
- 2. medical and/or surgical treatment of the eye, eyes or supporting structures;
- 3. any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear;
- 4. services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5. plano (non-prescription) lenses;
- 6. non-prescription sunglasses;
- 7. two pair of glasses in lieu of bifocals;
- 8. services or materials provided by any other group benefit plan providing vision care;
- 9. services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; and:
- 10. lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims.

#### TERMINATION OF INSURANCE

The Policyholder or the Company may terminate or cancel the Policy as shown in the Policy.

For All Insureds. The Insureds' insurance will cease on the earliest of the following dates:

- 1. the date the Policy ends:
- 2. the end of the last period for which any required premium contribution agreed to in writing has been made;
- 3. the date the Insured is no longer eligible for insurance; or
- 4. the date the Insured's employment with the Policyholder ends. The Policyholder may, at the Policyholder's option, continue insurance for individuals whose employment has ended, if the Policyholder:
  - a. does so without individual selection between Insureds; and
  - b. continues to pay any premium contribution for those individuals.

For Dependents. A Dependent's insurance will cease on the earlier of:

- 1. on the date the Insured's coverage ends;
- 2. the date on which the Dependent ceases to be an eligible Dependent as defined in the Policyholder's application; or
- 3. the end of the last period for which any required premium contribution has been made.

A Dependent child will not cease to be a Dependent solely because of age if the child is:

- 1. not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and
- 2. mainly dependent on the Insured for support.

The Company may ask for proof of the eligible Dependent child's incapacity and dependency two months prior to the date the Dependent child would otherwise cease to be covered.

The Company may require the same proof again, but will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end:

- 1. on the date the Policy ends;
- 2. on the date the incapacity or dependency ends;
- 3. on the end of the last period for which any required premium contribution for the Dependent child has been made; or
- 4. 60 days following the date the Company requests proof and such proof is not provided to the Company.

#### CLAIMS AND GENERAL PROVISIONS

**Entire Contract; Changes.** The Policy, the application of the Policyholder, and the individual applications, if any, of the individuals insured constitute the entire contract between the parties, and all statement made by the Policyholder, or by any individuals insured shall, in the absence of fraud, be deemed a representation and not warranties, and that no such statement be used in defense to a claim under the Policy, unless it is contained in a written application.

No change in the Policy shall be valid unless approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or waive any of its provisions.

**Time Limit on Certain Defenses.** After three years from the date of issue of the Policy, no misstatement of the Policyholder except a fraudulent misstatement, made in his application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any Insured eligible for coverage under the Policy, except a fraudulent misstatement, made in an application under the Policy shall be used to deny a claim for loss incurred or disability as defined in the Policy commencing after expiration of such three years.

**Grace Period.** A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which Grace Period the policy shall continue in force, but the Policyholder shall be liable to the Company for the payment of the premium accruing for the period the policy continues in force.

**Reinstatement.** There shall be no provision in a group disability Policy relative to reinstatement of the Policy after lapse because of default in the payment of premium nor shall there be any provision therein prior to the reinstatement relative to when the insurance coverage becomes effective again after such lapse and reinstatement.

**Notice of claim.** Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the insurer at Administrator's Office: 4000 Luxottica Place; Mason, OH 45040, or to any authorized agent of the Company, with information sufficient to identify the insured, shall be deemed notice to the Company.

**Claims forms.** The Company, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proofs of Loss.** Written proof of loss must be furnished to the Company, in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which the Company is liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required.

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**Time of Payment of Claim.** Subject to due written proof of loss, all indemnities for loss for which the Policy provides payment will be paid to the Insured as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Insured immediately upon receipt of due written proof.

**Payment of Claims.** If any indemnity of the Policy shall be payable to the estate of the Insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

**Legal Actions.** No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Misstatement of Age.** If the age of any individual covered under the Policy has been misstated, there shall be an adjustment of the premium for the Policy so that there shall be paid to the Company the premium for the coverage of such individual at his correct age, and the amount of the insurance coverage shall not be affected.

**Conformity With State Statutes.** Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

#### GRIEVANCES AND COMPLAINTS

If you are not satisfied with any aspect of service or claim resolution relating to the coverage under the Policy, you may file a grievance or complaint with Us at the address or telephone number shown below:

Combined Insurance Company of America C/O 4000 Luxottica Place Mason, OH 45040 866-939-3633

If you are not satisfied with the resolution of your grievance or complaint, you may file a complaint with the Consumer Services Division of the California Department of Insurance at the address or telephone numbers shown below. The Department of Insurance should be contacted only after discussions with Us have failed to produce a satisfactory resolution to the problem.

California Department of Insurance Claims Services Bureau, 11th Floor 300 South Spring Street Los Angele, CA 90013 800-927-4357 (within CA) 213-897-8921 (outside CA) 800-482-4833 (TDD)

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## **SCHEDULE OF BENEFITS**

Policyholder: County of San Bernardino

An Insured Persons has the right to obtain vision care from the Provider of his or her choice. Benefits are payable as shown in the following Schedule of Benefits:

<u>Benefit</u>	In-Network Cost Benefit Amount	Out-of-Network Reimbursement Benefit Amount	Benefit Frequency
VISION EXAMINATION			
Comprehensive Eye Examination	\$0 Co-payment	up to \$48	12 months
VISION MATERIALS			
Standard Plastic Lenses			12 months
Single Vision	\$0 Co-payment	up to \$40	
Bifocal	\$0 Co-payment	up to \$55	
Trifocal	\$0 Co-payment	up to \$75	
Lenticular	\$0 Co-payment	up to \$125	
Frames	\$120 retail allowance	up to \$47	12 months
Contact Lenses (only one option available per Benefit Frequency)			12 months
Conventional	\$0 Co-payment up to \$120 allowance	up to \$85	
Disposable	\$0 Co-payment up to \$120 allowance	up to \$85	
Medically Necessary	\$0 Co-payment Paid in full	up to \$250	
Lens Options			12 months
Standard Polycarbonate - Adults	\$20 Co-payment	up to \$14	
Standard Polycarbonate (For covered Dependent children under 19 years of age.)	\$20 Co-payment	up to \$14	
Standard Progressive Lenses (add on to Bifocal) "Brand Names"	\$65 Co-payment	up to \$70	
Premium Progressive Lenses (add on to Bifocal) "Brand Names"	Tier 1 - \$85 Co-payment Tier 2 - \$95 Co-payment Tier 3 - \$110 Co-payment Tier 4 - \$65 Co-payment, Less \$120 allowance	up to \$70	

## **SCHEDULE OF BENEFITS**

Policyholder: County of San Bernardino

An Insured Persons has the right to obtain vision care from the Provider of his or her choice. Benefits are payable as shown in the following Schedule of Benefits:

<u>Benefit</u>	In-Network Cost Benefit Amount	Out-of-Network <u>Reimbursement</u> Benefit Amount	Benefit Frequency
VISION EXAMINATION			
Comprehensive Eye Examination	\$0 Co-payment	up to \$48	12 months
VISION MATERIALS			
Standard Plastic Lenses			12 months
Single Vision	\$0 Co-payment	up to \$40	
Bifocal	\$0 Co-payment	up to \$55	
Trifocal	\$0 Co-payment	up to \$75	
Lenticular	\$0 Co-payment	up to \$125	
Frames	\$135 retail allowance	up to \$125	12 months
Contact Lenses (only one option	12 months		
Conventional	\$0 Co-payment up to \$135 allowance	up to \$125	
Disposable	\$0 Co-payment up to \$135 allowance	up to \$125	
Medically Necessary	\$0 Co-payment Paid in full	up to \$250	
Lens Options			12 months
Standard Polycarbonate - Adults	\$0 Co-payment	up to \$28	
Standard Polycarbonate (For covered Dependent children under 19 years of age.)	\$0 Co-payment	up to \$28	
Standard Progressive Lenses (add on to Bifocal) "Brand Names"	\$65 Co-payment	up to \$70	
Premium Progressive Lenses (add on to Bifocal) "Brand Names"	Tier 1 - \$85 Co-payment Tier 2 - \$95 Co-payment Tier 3 - \$110 Co-payment Tier 4 - \$65 Co-payment, Less \$120 allowance	up to \$70	



# **Combined Insurance Company of America**

111 Wacker Drive, Suite 700 • Chicago, Illinois 60601 Administrator's Office: 4000 Luxottica Place; Mason, OH 45040

#### DEPENDENT DEFINITION ENDORSEMENT

The rider is attached to and made part of Various Policy Nos. issued by **Combined Insurance Company of America** to **County of San Bernardino**.

Effective July 21, 2018, this Policy and Certificate as issued is amended as follows:

1. Replacing the Dependent Definition in the Definitions section with the following:

**Dependent** means any of the following persons whose coverage under the Policy is in force and has not ended:

- 1. the Insured's lawful spouse or Domestic Partner;
- 2. each child from birth to age 26; or
- 3. each child at least 26 years of age who is primarily dependent upon the Insured for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; who was so incapacitated and is an Insured Person under the Policy on his or her  $26^{th}$  birthday; and who has been continuously so incapacitated since his or her  $26^{th}$  birthday.

Child includes stepchild, legally adopted child, child legally placed in the Insured's home for adoption and child under the Insured's legal guardianship.

Any provision in the Policy and Certificate that provides coverage for a Dependent child up to a certain age is amended to cover such child to age 26, regardless of financial dependency, residency, student status, employment, marital status, or any combination of these factors.

Signed for Combined Insurance Company of America

Brad Bennett, President

Rebecca L. Collins, Secretary

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## CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT SUMMARY DOCUMENT AND DISCLAIMER

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

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

Coverage is NOT provided for your insurance or any portion of it that is not guaranteed by the Insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

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

If you have additional questions, you should first contact your insurer or agent and then may contact:

OR

California Life and Health Insurance Guaranty Association P.O. Box 16860 Beverly Hills, CA 90209-3319 Consumer Service Division
California Department of Insurance
300 South Spring Street, South Tower
Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

#### **COVERAGE**

Generally, individuals will be protected by the California Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

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

- their insurer was not authorized to do business in this state when it issued the policy or contract;
- their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable
  organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment
  company, an insurance exchange, or a grants and annuities society;
- they are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state.

The Association also does not provide coverage for:

- unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- employer and association plans to the extent they are self-funded or uninsured;
- synthetic guaranteed interest contracts;
- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance unless an assumption certificate was issued;
- interest rate yields that exceed an average rate; and
- any portion of a contract that provides dividends or experience rating credits.

#### LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

#### **Life and Annuity Benefits**

- 80% of what the life insurance company would owe under a life policy or annuity contract up to
  - □ \$100,000 in cash surrender values;
  - □ \$100,000 in present value of annuities; or
  - □ \$250,000 in life insurance death benefits.
- A maximum of \$250,000 for any one insured life no matter how many policies and contracts there
  were with the same company, even if the policies provided different types of coverages.

#### **Health Benefits**

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe
were it not insolvent. The maximum may increase or decrease annually based upon changes in the
health care cost component of the consumer price index.

#### PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the act applies.



# ACE GROUP OF COMPANIES U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE ACE GROUP OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Social Security number and payment history insurance claim history and medical information
	<ul> <li>account transactions and credit scores</li> <li>When you are no longer our customer, we continue to share information about you as described in this notice.</li> </ul>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the ACE Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does ACE share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 1-800-352-4462 or go to www.acegroup.com/us-en/contact-us/general-inquiry-form.aspx

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Who we are	
Who is providing this notice?	The ACE Group of Companies. A list of these companies is located at the end of this document.
What we do	
How does ACE Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
	We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.
How does ACE Group collect my personal information?	We collect your personal information, for example, when you  apply for insurance or pay insurance premiums file an insurance claim or provide account information give us your contact information  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates' everyday business purposes – information about your creditworthiness  affiliates from using your information to market to you sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates include those with an ACE name and financial companies, such as Westchester Fire Insurance Company and ESIS, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  ACE does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.   Our joint marketing partners include categories of companies such as banks.

## Other important information

For Insurance Customers in CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, OH, OR, and VA only: Under state law, you have the right see the personal information about you that we have on file. To see your information, write ACE US Customer Services, P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. ACE USA may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is wrong, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-352-4462, emailing us at info@acegroup.com, or writing to P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. You are being provided this notice under Nevada state law. In addition to contacting ACE, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

## ACE Group of Companies legal entities

ACE Group of Companies use the names: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Property and Casualty Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, ESIS, Inc., Combined Insurance Company of America, Combined Life Insurance Company of New York, Penn Millers Insurance Company, Agri General Insurance Company