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USAvision Inc.

Group Vision Benefit Plan Agreement

Group Name _____

Group Number _____

Broker Name _____

Plan Level _____

State of Delivery _____

Effective Date _____

Plan Term _____

Premium Due Date 1st Day of the month

Eligibility Due Date 15th Day of the month prior to effective date

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the premiums as herein provided, USA VISION, INC. (“**USAvision**”) agrees to provide certain individuals the benefits provided herein under VISION SERVICE PLAN’S GROUP VISION CARE PLAN (“Plan”), subject to the exceptions, limitations and exclusions hereinafter set forth. This Plan is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Plan.

Mr. J Lamb, President – **USAvision**, Inc.

Section I: Term, Termination, and Renewal

Plan Term:

This Plan shall become effective on the date first stated above and shall remain in effect for the Plan Term. The Plan Term of coverage is for twelve (12) months. At the expiration of the Plan Term, coverage will automatically renew for another term unless the subscriber notifies **USAvision** in writing, at least sixty (60) days before the end of the Plan Term, that such subscriber is unwilling to renew the Plan.

Early Termination Provision:

The premium rates payable by Group to **USAvision** under this Plan is based on an assumption that **USAvision** will receive these amounts over the full Plan Term in order to cover costs associated with greater utilization that tends to occur during the first portion of a Plan Term. If this Agreement is terminated by Group before the end of the Plan Term or any subsequent renewal terms, for any reason other than a material breach by **USAvision**, Group shall be liable for the lesser of any deficit incurred by **USAvision** or the remaining payments which Group would have paid for the full Plan Term. A deficit incurred by **USAvision** will be calculated by subtracting the cost of incurred and outstanding claims from the premiums received by **USAvision** from Group. Group agrees to pay **USAvision** within thirty-one (31) days of notification of the amount due.

Section II: Obligations of USAvision

Coverage of Covered Persons:

USAvision will enroll for coverage each eligible Enrollee and his/her Eligible Dependents, if dependent coverage is provided, all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, Group may be required by **USAvision** to complete and sign a Group Application and forward such application to **USAvision**, along with information regarding Enrollees and Eligible Dependents, and all applicable Premiums. (Refer to Section IV. Eligibility for Coverage for further details.)

Following the enrollment of the Covered Person, **USAvision** will make available to all Covered Persons a Vision Care Brochure. Such Brochure will summarize the terms and conditions set forth in this Plan.

Provision of Plan Benefits:

Through VSP Member Doctors (or through other licensed vision care providers where the Covered Person chooses to receive Plan Benefits from a Non-Member Provider), **USAvision** and VSP shall provide Covered Person such Plan Benefits listed in the Schedule of Benefits as may be Visually Necessary or Appropriate, subject to any limitations, exclusions, or Co-payments therein stated. When the Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person shall contact VSP or the Member Doctor. VSP shall provide Benefit Authorization to the Member Doctor or to the eligible Covered Person, for use in receiving Plan Benefits from a Member Doctor. Benefit Authorizations shall be issued by VSP in accordance with the latest eligibility information furnished by **USAvision**. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be made. **USAvision** and VSP shall not be held liable to Group for any Benefit Authorization issued in error. Covered Persons are required to obtain the Benefit Authorization prior to obtaining Plan Benefits in cases where the Covered Person intends to seek Plan Benefits from a Member Doctor (see Section IV for further details).

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Co-payment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the claimant of the reasons for the extension.

Determination of Visual Necessity:

Plan Benefits are covered only when and to the extent that they are deemed Visually Necessary or Appropriate for the proper treatment of the Covered Person's condition. Questions involving necessity or appropriateness of treatment shall be decided by the Member Doctor (or Non-Member Provider) responsible for the Covered Person's care and are subject to review and final determination by VSP. Any objections of the Covered Person relating to such decisions may be made to VSP at the address given herein.

Provision of Information to Covered Persons:

USAvision shall make available to the Covered Person necessary information describing Plan Benefits and the appropriate method for using them. A copy of this Plan shall be placed with Group and also will be made available at the offices of **USAvision** for any Covered Persons who wish to inspect or copy it. **USAvision** shall provide to Covered Persons an updated list of Member Doctors' names, addresses, and telephone numbers.

Preservation of Confidentiality:

USAvision and VSP shall hold in strict confidence all Confidential Matters and exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to, sharing information with medical information bureaus, or as may otherwise be required by law.

Emergency Vision Care:

When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute Eye Care and Supplemental Primary Eye Care Plans. If Group has not purchased one of these plans, Covered Persons

are not covered by **USAvision** or VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

Claims Denial Appeals:

If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including Enrollee's name, Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

1. Prior Authorization for Visually Necessary or Appropriate Services: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person;
2. Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) Other Remedies: When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA Section 502(a)(1)(B), Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

Section III: Obligations of the Group

Identification of Eligible Enrollees:

An Enrollee is eligible for coverage under this Plan if he/she satisfies the enrollment criteria specified in Section IV and/or as mutually agreed to by VSP and Group. By the effective date of this Plan, Group shall provide **USAvision** with a listing, in a form approved by **USAvision**, of all of its Enrollees who are eligible for coverage under this Plan as of that date and a designation of family status for each such Enrollee, if dependent coverage is provided. Thereafter, Group shall supply to **USAvision** on or before the last day of each month, in a form approved by **USAvision**, a listing of all Enrollees with a designation of family status who will be added to or deleted from **USAvision's** coverage rosters for the succeeding month. Email notification will be sent 10 days, 5 days and 1 day before the last day of each month.

Payment of Premiums:

On or before the first day of each month, Group shall remit to **USAvision** the premiums payable for the succeeding month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Plan for such succeeding month. Only Covered Persons for whom Premiums are actually received by **USAvision** shall be entitled to Plan Benefits hereunder and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received by the time specified above, **USAvision** reserves the right to terminate all rights of such Covered Person, and such rights may be reinstated only in accordance with the requirements of this Plan. Email notifications will be sent in 10 days and in 20 days after payment due date to notify of payment overdue.

USAvision may change the Premiums by giving Group at least sixty (60) days advance written notice. **USAvision** may change the Premiums at any time the Schedule of Benefits or any other terms and conditions of this Plan are changed. No change will be made during the Plan Term unless there is a change in the Schedule of Benefits or a change in any other terms and conditions of the Plan. No change will be made more often than once during any twelve (12) month period unless there is a change in the Schedule of Benefits or a change in any other terms and conditions of the Plan.

Notwithstanding the above, **USAvision** reserves the right to increase Premiums required hereunder by the amount of any tax or assessment not now in effect which is subsequently levied by any taxing authority, which is attributable to the Premiums **USAvision** receives from Group.

Grace Period:

Group shall be allowed a grace period of thirty-one (31) days following the due date for making any payment of Premiums due under this Plan. During said grace period, this Plan shall remain in full force and effect for all Covered Persons covered hereunder.

If Group fails to make any payment of Premiums due by the end of any grace period, **USAvision** may notify Group that the payment of Premiums has not been made, that coverage is canceled and that the Group is responsible for payment of all Plan Benefits provided to Covered Persons after the last period for which Premiums were fully paid, including the grace period.

Other Information to be provided:

Group shall furnish to **USAvision** monthly, during the effective period of this Plan, such information as may reasonably be required by **USAvision** for the purposes of this Plan, including listings of new Enrollees, terminations of eligibility and changes in the family status of covered Enrollees. Such information shall be supplied in a form specified by **USAvision**. In addition, Group shall, when requested, make available for inspection by **USAvision** such records as may have bearing on the coverage of Covered Persons under this Plan. All notification of eligibility changes must be on receipt with **USAvision** on or before the 15th day of the month prior to eligibility change effective date.

Distribution of Required Documents:

Group agrees to distribute to Enrollees any disclosure forms, plan summaries or other material that may be required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group to Enrollees no later than thirty (30) days after the receipt thereof.

Section IV: Eligibility for Coverage

Eligibility Criteria:

Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

- a) Enrollees: To be eligible for coverage, a person must:
 - 1) Currently be an employee or member of Group; and
 - 2) Meet the coverage criteria mutually agreed upon by Group and **USAvision**.
- (b) Eligible Dependents: If dependent coverage is provided, the person's eligible for dependent coverage as dependents shall include:
 - (1) The legal spouse of any Enrollee; and
 - (2) Any unmarried child of an Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; and
 - (A) For whose support the Enrollee is legally responsible and who has not yet attained the age of 19 years; or
 - (B) Who is chiefly dependent upon the Enrollee for support, has not yet attained the age of 25 years, and is currently enrolled as a full-time student in good standing actively pursuing a degree or certificate at a recognized educational institution, and where an undergraduate student is taking a minimum of 12 hours of college credits, and where a graduate student is taking a minimum of 9 hours of college credits.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate so long as he/she remains a dependent and the Enrollee's coverage remains in force; provided however, that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date such Dependent's coverage would have otherwise terminated or at such other times as VSP may request proof, but not more frequently than annually.

Documentation of Eligibility:

Persons satisfying the coverage requirements under either of the above criteria shall be eligible if:

- (a) For an Enrollee, the individual's name and Identification Number have been reported by Group to **USAvision** in the manner provided hereunder; and
- (b) In the case of changes to a Dependent's status, the change has been reported by the Group to **USAvision** in the manner provided herein.

As stated in Section III herein, **USAvision** may elect to inspect the Group's records in order to verify eligibility of Enrollees and Dependents. Plan Benefits will be available only to persons on whose behalf Premiums have been paid for the current period, or grace periods outlined herein Section III. If a clerical error is made, it will not affect the coverage to which the Covered Person is entitled under the Plan.

Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:

Composition of the Group, percentage of Enrollees covered under the Plan, and eligibility requirements are material to **USAvision's** obligations under this Plan. During the term of this Plan, Group may not change its composition, percentage of Enrollees covered, or eligibility requirements in any way that affects **USAvision's** obligations hereunder unless **USAvision** consents to such change in writing. **USAvision** may require the Group to make written request for any such change at least sixty (60) days prior to the proposed effective date of the change. Nothing herein shall limit Group's ability to add Enrollees and/or Eligible Dependents in accordance with the terms of this Plan.

Change in Family Status:

In the event of any change in the Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of dependent children, etc.], written notice in a form acceptable to **USAvision** is to be given to **USAvision** by the Covered Person, or by someone else acting on the Covered Person's behalf, within thirty-one (31) days of such change. If such notice is given, the change in the Covered Person's status will become effective on the first day of the month following the request for

change, or at such later date as may be requested by or on behalf of the Covered Person. A newborn or adopted child will be covered during the thirty-one (31) day period after birth or adoption.

COBRA:

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that under certain circumstances health plan benefits available to an eligible Enrollee and his or her Eligible Dependents be made available to said persons upon termination of employment of said Enrollee, or the termination of the relationship between said Enrollee and his or her dependents. If, and only to the extent that COBRA applies to the parties to this Plan, **USAvision** shall make the statutorily-required COBRA continuation coverage available in accordance with COBRA. **USAvision** shall also make available the use of documents needed to offer COBRA.

Section V: Obligations of Covered Persons under the Plan

By this Plan, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. However, this Plan may be amended or terminated by agreement between **USAvision** and Group as indicated herein, without the consent or concurrence of the Covered Persons. This Plan, and all Exhibits, Riders and attachments hereto, constitute **USAvision's** sole and entire undertaking to Covered Persons under this Plan.

All Covered Persons under this Plan shall have the following obligations as a condition of their coverage.

Co-payments for Services Received:

Where, as indicated on the Schedule of Benefits, Co-payments are required for certain Plan Benefits, these Co-payments shall be the personal responsibility of the Covered Person receiving the care and must be paid to the vision care provider (whether a Member Doctor or Non-Member Provider) on the date the services are rendered.

Authorization of Services:

The Covered Person must receive the Benefit Authorization before receiving Plan Benefits from a Member Doctor. Such Benefit Authorization is received by contacting a Member Doctor or VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the provider will be considered a Non-Member Provider, and the benefits available will be limited to those for a Non-Member Provider, if any.

Complaints and Grievances:

Time of Action: Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. Covered Person may submit written comments or supporting documentation concerning his/her complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

Insurance Fraud:

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Section VI: Miscellaneous

Entire Plan:

This Plan, the Group Application, the Evidence of Coverage, and all Exhibits, addenda and attachments, and any amendments hereto, constitute the entire understanding between the parties and supersede any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of **USAvision** and attached hereto to be valid. No agent has the authority to change this Plan or waive any of its provisions.

Indemnity:

USAvision agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of **USAvision**, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless **USAvision**, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers, agents or employees to perform any of the duties or responsibilities specified herein.

Liability:

Under no circumstances shall **USAvision** or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

Right to Reject Claims:

VSP reserves the right to reject any and all claims for services or benefits that are filed with it more than one hundred eighty (180) days after completion of services.

Assignment:

Neither this Plan nor any of the rights or obligations of either of the parties hereto may be assigned or transferred, except as may be expressly authorized and provided herein, without the prior written consent of both parties hereto.

Severability:

Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

Choice of Law:

While recognizing that question(s) and dispute(s) hereunder are to be resolved by arbitration, if there are any matters arising in connection with this Plan that do become the subject of legal process, the applicable law shall be that of the State of Delivery of this Plan.

Gender:

All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity (ies) of the person(s) may require.

Section VII: Group Information

Legal Name of Employer: _____

Street Address: _____

Mailing Address: _____

City, State & Zip: _____

Telephone: (____) ____ - ____ **Fax:** (____) ____ - ____

Sub Entity: _____ **Federal ID#:** _____

Business Type: _____ **# of Employees:** _____

Primary Coordinator: _____

Email Address: _____

Telephone: (____) ____ - ____ **Fax:** (____) ____ - ____

Address: _____

City, State & Zip: _____

Section VIII: Payment Details

Form of Payment:

- ACH Debit (Please furnish Bank details below)
- Check

Bank Name: _____ **Routing #:** _____

Routing #: _____ **Account #:** _____

City, State & Zip: _____

Section IX: Plan Details

Plan Type & Level:

- USAvision – Low Plan – Voluntary
- USAvision – Mid Plan – Voluntary
- USAvision – High Plan – Voluntary
- USAvision – Custom Design

- USAvision – Low Plan - Involuntary
- USAvision – Mid Plan – Involuntary
- USAvision – High Plan – Involuntary

Rates:

- Member \$ _____
- Member & Spouse \$ _____
- Member & Children \$ _____
- Family \$ _____

Exam:

- Complete initial vision analysis that includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.
- Subsequent regular eye examinations every 12 months.

Lenses:

Single vision, lined bifocal, lined trifocal and lenticular lenses are covered in full.

Frames:

- Member choice covered up to \$_____, plus 20% off any out-of-pocket frames expense above allowable amount.
- Lenses and frames include such professional services as are necessary, which shall include:
 - Prescribing and ordering proper lenses
 - Assisting in the selection of frames
 - Verifying the accuracy of the finished lenses
 - Proper fitting and adjustment of frames
 - Subsequent adjustments to frames to maintain comfort and efficiency
 - Progress or follow-up work as necessary

Contacts:

- Contacts are in lieu of glasses.
- The allowance applies to the cost of contacts and the fitting and evaluation exam.
- This exam is in addition to the vision exam.
- When contact lenses are obtained, the Covered Person shall not be eligible for lenses again for 12 months and frames for ___ months.

Additional Discounts:

- Each Covered Person shall be entitled to receive a discount toward the purchases of additional complete pairs of prescription glasses (lenses, lens options, and frames) from a Member Doctor.
- Each Covered Person shall be entitled to receive a discount off the Member Doctor's professional fees for contact lenses.
- Contact lens materials are provided at the doctor's usual and customary charges.
- Discounts are applied to the member Doctor's usual and customary fees for such services and are available within twelve (12) months of the covered eye examination from the Member Doctor who provided the covered eye examination

Co-payment:

The benefits described above are available to each Covered Person from any participating Member Doctor at no cost to the Covered Person. The Covered Person must follow the proper procedures by obtaining Benefit Authorization.

- There shall be a Co-payment of \$___ for the examination payable by the Covered Person to the Member Doctor at the time services are rendered.
- If materials (lenses and frames) are provided, there shall be an additional \$___ Co-payment payable at the time materials are ordered.
- The co-payment for materials shall not apply to elective contact lenses.

Visually Necessary:

- When Visually Necessary contact lenses are obtained from a Member Doctor, they will be covered in full with prior authorization from VSP.
- When visually necessary Contact lenses are obtained from a Non-Member Provider, VSP will provide an allowance up to \$_____ toward the cost.
- Coverage for Visually Necessary contact lenses regardless of whether they are obtained from a Member Doctor of Non-Member Provider are subject to review and authorization form VSP's Optometric Consultants.

Low Vision Benefit:

- The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses and is subject to prior approval by VSP's Optometric Consultants.

Member Doctor Benefit:

- Supplementary Testing – Covered in Full

- Complete low vision analysis and diagnosis that includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.
- Supplementary Care – 75% of Cost
- Subsequent low vision therapy as Visually Necessary or appropriate.
- Co-payment – 75% of the authorized benefits payable by the Company and 25% payable by Covered Person.
- Benefit Maximum – the maximum benefit available is \$1,000.00 (excluding Co-payment) every two years.

Non-Member Benefit:

- Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Co-payment arrangements as described above for a Member Doctor.
- The Covered Person should pay the Non-Member Provider his/her full fee.
- The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. **Note:** There is no assurance that this amount will be within the 25% Co-payment feature.

Exclusions and Limitations of Benefits:

- This Plan is designed to cover visual needs rather than cosmetic materials.
- When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses, and the Covered Person will pay the additional costs for the options:
 - Blended Lenses
 - Cosmetic lenses
 - Optional cosmetic processes
 - Progressive multi-focal lenses
 - UV (ultraviolet) protected lenses
 - The coating of the lens or lenses
 - The laminating of the lens or lenses
 - A frame that costs more than the Plan allowance
 - Contact lenses (except as noted elsewhere herein)
 - Certain limitations on low vision care

Not Covered:

- There are no benefits for professional services or materials connected with:
 - Orthoptics or vision training and any associated supplemental testing
 - Plano lenses (less than a +/- .50 diopter power)
 - Two pair of glasses in lieu of bifocals
 - Replacement of lenses and frames furnished under this Plan that are lost or broken, except at the normal intervals when services are otherwise available
 - Medical or surgical treatment of the eyes
 - Any eye examination or any corrective eyewear required by an employer as a condition of employment
 - Corrective vision treatment of an experimental nature, such as, but not limited to, RK and PRK Surgery

VSP may, at its discretion, waive any of the Plan limitations if, in the opinion of VSP's Optometric Consultants, it is necessary for the visual welfare of the covered person.

EMPLOYER AGREEMENT

The undersigned represent that they have revealed ALL information in full and to the best of their knowledge, understand and agree that the information required on all eligible persons requesting coverage has been submitted with this Application. Coverage is NOT in effect unless and until YOU receive written notification from US.

Dated this _____ day of _____, 20____

USAvision, Inc.

By: _____ By: _____

Title: _____ Title: _____

State of Delivery: _____