MEMBER CERTIFICATE

BLOCK VISION OF TEXAS, INC.

14228 Midway Road,
Suite 213
Dallas, Texas 75244

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Block Vision of Texas, Inc.'s toll free telephone number for information or to make a complaint at

1-866-265-0517

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at

P.O. Box 149104
Austin, Texas 78714-9104
FAX# (512) 475-1771

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Block Vision of Texas, Inc.'s para informacion o para someter una queja al

1-866-265-0517

Puede comunicarse con del Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de infbrmacion y no se convierte en parte o condition del documents adjunto.

BLOCK VISION OF TEXAS, INC.

MEMBER CERTIFICATE

Table of Contents

READ THIS MEMBER CERTIFICATE AND ATTACHMENTS CAREFULLY.

IMPORTANT CANCELLATION INFORMATION - PLEASE READ THE PROVISION ENTITLED "CANCELLATION / TERMINATION".

A. Definitions

Capitalized terms in this Certificate, unless otherwise defined or the context otherwise requires, shall have the meanings set forth below.

Copayment	Amount specified herein which is due and payable by the member directly to a participating Provider for particular Covered Services provided by that provider, and which is in addition to Premiums paid to Block Vision under the Group Contract.
Covered Services	Vision care services and supplies described in this Certificate (and the attached Patient Benefit Schedule) for which a Member is entitled to receive benefits.
Dependent	The spouse, single child, stepchild, grandchild (who is a dependent for federal tax purposes), or legal ward of a Subscriber who is (a) under 19 years old; or (b) under 25 years old and enrolled as a full-time student; or (c) of any age if he or she is both (1) incapable of self-sustaining work due to mental or physical incapacity and (2) supported by the Subscriber. The dependent does not have to live with the Subscriber as long as the Subscriber has legal responsibility for the health care of such dependent pursuant to law or an order requiring the Subscriber to provide medical support pursuant to the Texas Family Code. Proof of the child's condition as stated in Item (c) must be submitted to Block Vision within 31 days after the date the child ceases to qualify under the age limitation stated above.
Eligible Employees	Persons duly employed by the Group as of the Effective Date of the Group Contract and who live in the Block Vision service area.
Facility	Approved Provider(s) offices offering prepaid vision services to Members.
Group	Employer, association, municipality, labor union, or other organization that finances or otherwise maintains health care benefits plan for the benefit of eligible persons affiliated with the Group, and that has entered into the Group Contract with Block Vision from which this Certificate arises.

Member(s)	Subscribers and Dependents who live within the Block Vision service area and are eligible for coverage under and properly enrolled with Block Vision under the Group Contract from which this Certificate arises, or as the context requires, other Block Vision Group Contracts. There is no age limit for Subscribers or Dependents unless, however, a Subscriber or Dependent becomes eligible for the same coverage offered hereunder pursuant to a governmental health insurance program.
Patient Benefit Schedule	List of Covered Services (and applicable Copayments and other Patient Charges, if any) that is attached to and made a part of this Certificate.
Patient Charges	Direct charges which are due and payable to a Provider for the Covered Services listed in the Patient Benefit Schedule, including Copayments, and other similar charges, if any.
Premiums	Fees that the Group must remit to Block Vision each calendar month during the term of the Group Contract from which this Certificate arises.
Provider	A licensed optometrist, ophthalmologist, or other eye care professional, practitioner, facility, or related legal entity, who has contracted with Block Vision to provide vision care services to Members.
Subscriber	You (the enrolled employee / Member).
Block Vision	Block Vision of Texas, Inc.

B. Effective Date / Eligibility

Coverage for Eligible Employees and Dependents who enroll before the effective date of the Contract will begin on the effective date. After the effective date, coverage for newly Eligible Employees and their Dependents will begin on the first day of the month following date of hire, after the employee submits a completed enrollment form. Dependents may be added after a change of status, such as marriage, adoption or birth (newborns), on the first day of the month after the change in status. If newly Eligible Employees or Dependents are not enrolled within thirty-one (31) days of first becoming eligible, they cannot be added until the Group's next open enrollment period, except for changes in status, such as divorce.

C. Covered Services (Benefits)

The Block Vision Patient Benefit Schedule (copy attached) describes the Covered Services (i.e., professional services and/or prescription eyewear benefits) which members can receive. The Patient Benefit Schedule also lists Patient Charges that apply to Members' receipt of Covered Services. Patient Charges must be paid to Providers in accordance with office protocols. The Patient Benefit Schedule is subject to bi-annual change in accordance with the Group Contract.

Urgently needed Covered Services will be provided to Members by participating Providers within a time frame consistent with the Member's condition, including after-hours care which Members may access by contacting their Block Vision Provider or Block Vision. If the need for urgent Covered Services occurs during a Member's temporary absence from the service area and service cannot be delayed until the Member's return to the service area, such urgently needed Covered Services will be provided to Members by non-participating providers out of the service area within a time frame consistent with the Member's condition.

D. Appointments

Simply make an appointment with a listed Provider. Let the doctor know your Group's name, Plan number, and your vision benefit ID number. This information is specified in your Patient Benefit Schedule. Show your ID card when you arrive for your appointment. There are no claims or paperwork for you to file.

E. Exclusions

Block Vision covers only professional wellness vision care services and/or the prescription eyewear that is described in the Patient Benefit Schedule. No other services or supplies are covered, and the Member shall be financially responsible for any services provided which are not Covered Services and for services/materials in excess of the covered plan benefit allowances. Inquiries, medical eye care services, therapeutic treatments, surgical treatments, emergency care, and hospitalization are not covered.

F. Problems and Complaints

Most problems can be solved directly with your Provider or his or her office staff. You can also call Block Vision's Member Services Department at 1-866-265-0517 or you can write to Block Vision at:

Block Vision of Texas, Inc.
P.O. Box 14035
Milwaukee, Wisconsin 53214-0035

Complaints about Block Vision may be initiated orally or in writing. All complaints received by Block Vision are investigated thoroughly and acted upon promptly. The Member will be sent a letter within five (5) business days of Block Vision's receipt of the complaint acknowledging the date the complaint was received and describing Block Vision's complaint procedures and timeframes. If the complaint was made orally, the acknowledgment letter will include a one-page complaint form which must be completed and returned to Block Vision for prompt resolution of the complaint.

All complaints will be investigated and resolved within thirty (30) calendar days from the date of receipt of the written complaint or one page complaint form from the complainant. Complaints concerning Covered Services needed on an urgent basis will be resolved within one (1) business day after Block Vision's receipt of the complaint. The complainant will be sent a letter, within such thirty (30) day timeframe, that: (1) explains Block Vision's resolution of the complaint; (2) states the specific clinical and contractual reasons for the resolution; (3) states the specialization of any physician or provider consulted; and (4) contains a complete description of the appeal process.

If a Member is not satisfied with the resolution of the complaint, he/she may either: (1) appear in person before Block Vision's Complaint Appeal Panel at the site at which the Member normally receives Covered Services, or at another site agreed to by the Member, and present written or oral information and request the presence of and question the person(s) responsible for making the disputed decision; or (2) address a written appeal to Block Vision's Complaint Appeal Panel.

If a complainant requests to appear before the Complaint Appeal Panel, at least five (5) business days before the meeting, Block Vision will provide the complainant, or his/her designated representative, with any documentation Block Vision will present to the Complaint Appeal Panel, the specialization of any providers consulted during the investigation, and the name and affiliation of each member of the Complaint Appeal Panel.

If the complainant files a written appeal, Block Vision will send an acknowledgement letter to the Member within five (5) business days of Block Vision's receipt of the written request for appeal, and will complete the appeal process within thirty (30) days after the date the written request for appeal is received.

The Complaint Appeal Panel will be comprised of an equal number of Block Vision's staff, participating providers and Members. No Member of the Complaint Appeal Panel will have been involved in the disputed decision.

The Member will be notified in writing of the appeal decision, including the specific clinical determination, clinical basis and contractual basis used to reach the final decision, and the toll-free telephone number and address of the Texas Department of Insurance at which the Member may submit a complaint to the Department about Block Vision.

Block Vision is prohibited from retaliating against a Member because he/she has filed a complaint against or appealed a decision of Block Vision. Block Vision is likewise prohibited from retaliating against a physician or provider because the physician or provider has, on behalf of Member, reasonably filed a complaint against or appealed a decision of Block Vision.

G. Dual Coverage

When you or your Dependents have other vision coverage under a health care benefits plan, benefits will be coordinated to avoid duplicate coverage. State rules determine which coverage is primary and must pay for benefits first. Block Vision will coordinate benefits pursuant to such rules.

Generally, the following rules apply. A plan covering a person as an employee or Subscriber is primary to a plan covering the person as a spouse or other Dependent. For dependent children of parents which are not separated or divorced, the plan of the parent whose birthday occurs earlier in the calendar year is primary, and the plan of the other parent is secondary. For dependent children of separated or divorced parents, the plan of the parent with custody is primary; the plan of the spouse of the parent with custody is second; and the plan of the parent not having custody is third. For more details or special circumstances, please ask your Group's Benefit Representative for help.

Dual coverage can lower or eliminate your out-of-pocket expenses but cover no more than 100% of your expenses.

H. Cancellation / Termination

(A) Coverage under this Certificate shall be canceled under the following circumstances:

(1) For a Member, in the case of:

(a) nonpayment of amounts due under the contract, coverage may be canceled after not less than 30 days' written notice, except no written notice will be required for failure to pay premium;

(b) fraud or intentional misrepresentation, except as described in section L coverage may be canceled after not less than 15 days' written notice;

(c) fraud in the use of services or facilities, coverage may be canceled after not less than 15 days' written notice;

(d) failure to meet eligibility requirements, coverage may be canceled immediately, subject to continuation of coverage provisions;

(e) misconduct detrimental to safe plan operations and the delivery of services, coverage may be canceled immediately; or

(f) failure of the Member and a Provider to establish a satisfactory patient-provider relationship if it is shown that Block Vision has provided the Member with the opportunity to select an alternative Provider, the Member is notified in writing at least 30 days in advance that Block Vision considers the patient-Provider relationship to be unsatisfactory and specifies the changes that are necessary in order to avoid termination, and the Member has failed to make such changes, coverage may be canceled at the end of the 30 day period.

(2) For a Group, in the case of:

(a) nonpayment of premium, after thirty (30) days' written notice, but the Group shall remain liable for premiums accrued during this 30 day period; or

(b) fraud on the part of the Group, after 15 days written notice.

(B) Either the Group or Block Vision may terminate the coverage under this Certificate effective as of any Renewal Date, by providing at least sixty (60) days' prior written notice to the other party.

I. Continuation of Benefits (COBRA)

For employer Groups meeting certain specifications, federal law requires the employer to offer Members the opportunity for a temporary extension of their Coverage (called COBRA continuation coverage) at group rates in certain instances where Coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the federal law, if your Group meets the applicable specifications.

Subscribers generally have a right to choose COBRA continuation coverage if you lose your group Coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are Dependent spouse of a Subscriber, you generally have the right to choose COBRA continuation coverage for yourself if you lose your group Coverage for any of the following four reasons:

1. The death of your Subscriber spouse;
2. A termination of your Subscriber spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your Subscriber spouse; or
4. Your spouse becomes entitled to Medicare.

In the case of Dependent child of a Subscriber, he or she generally has the right to choose COBRA continuation coverage if his or her group Coverage is lost for any of the following five reasons:

1. The death of a Subscriber parent;
2. The terminating of a Subscriber parent's employment (for reasons other than gross misconduct) or a reduction in a parent's hours of employment;
3. Subscriber parent's divorce or legal separation;
4. A Subscriber parent becomes entitled to Medicare; or
5. The dependent child ceases to be a "Dependent" hereunder.

Under the law, the Subscriber or Dependent generally has the responsibility to inform the Group's Plan Administrator of a divorce, legal separation, or a child losing dependent status within 60 days of the date of the later of the event or the date on which Coverage would end because of the event. The Group generally has the responsibility to notify the Plan Administrator of the Subscriber's death, termination, reduction in hours of employment or Medicare entitlement. Similar rights may apply to certain retirees, spouses, and dependent children if the Group commences a bankruptcy proceeding and these individual lose coverage.

When the Group's Plan Administrator is notified that one of these events has happened, the Plan Administrator should notify you that you have the right to choose COBRA continuation coverage. Under the law, you have a certain period (generally, 60 days) from the date you would lose Coverage because of one of the events described above to inform the Plan Administrator that you want continuation coverage. Please check with your Group to confirm the applicable period.

If you do not choose COBRA continuation coverage, your group Coverage will end.

If you choose continuation coverage, the Group generally is required to give you coverage which, as of the time coverage is being provided, is identical to the Coverage provided under the plan to similarly situated employees or family members. The law requires generally that you be afforded the opportunity to maintain COBRA continuation coverage for three years unless you lost group coverage because of a termination of employment or reduction in hours. In that

case, the required continuation coverage period generally is 18 months. This 18 months may be extended to 36 months from termination of employment if other events (such as a death, divorce, legal separation, or Medicare entitlement) occur during that 18 month period.

The 18-month period may be extended to 29 months if an individual is determined to be disabled (for Social Security disability purposes) and the Plan Administrator is notified of that determination within 60 days. The affected individual must also notify the Plan Administrator within 30 days of any final determination that the individual is no longer disabled. In no event will COBRA continuation coverage last beyond three years from the date of the event that originally made a Member eligible to elect coverage.

However, the law also provides that your continuation coverage may be cut short for <u>any</u> of the following five reasons:

1. The Group no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid on time;
3. You become covered under another group health plan that does not contain any exclusion or limitation with respect to any preexisting condition you may have;
4. You become entitled to Medicare; or
5. You extended coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

Under the law, you may have to pay all or part of the premium for your COBRA continuation coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium.

If you have any questions about COBRA, please contact the Group's Benefits Representative.

J. <u>Continuation Rights for Certain Dependents</u>

If a Family Member would otherwise lose coverage because the Employee dies or retires, or the relationship with the Employee is terminated due to divorce, including annulment or legal separation, the Family Member may continue coverage under this Certificate of Coverage as follows:

A. The continuation coverage will be the same coverage provided under this Certificate of Coverage and is not conditioned in any way on the Family member's health status or condition.

B. This continuation coverage does not include Family members under this Certificate for less than one year, except for dependent children less than one year of age.

C. The premium charged for this continuation coverage will be the same premium charged for all other Members covered by this Certificate of Coverage.

Election of Continuation Coverage

To elect this continuation coverage, the Employee, his or her personal representative or the Family Member must notify the Group within 15 days of the Employee's death, retirement or divorce and, upon receipt of such notice, the Group will immediately give written notice to each affected Family Member. The Family Member must give written notice to the Group of its desire to continue coverage under this Certificate of Coverage within 60 days of the Employee's death, retirement or divorce. Coverage under this Certificate of Coverage will remain in effect during the 60 day period, provided that written notice is given, and the required premium paid, within the 60 day period.

This continuation coverage will be concurrent with any other continuation coverage provided for in this Certificate of Coverage.

Termination of Continuation Coverage

This continuation coverage will terminate upon the earliest of the following:

1. The day a premium payment is due and unpaid;

1. The day the Family Member becomes eligible for substantially similar coverage under another insurance policy, subscriber contract, prepayment plan or by any other plan or program providing substantially similar benefits;

2. The date that is 3 years from the date of the Employee's death, retirement or divorce; or

3. The date the Group Enrollment Agreement is terminated.

K. Additional Continuation Coverage Under State Law

Following completion of continuation of coverage provided under COBRA (see Section I. above) or continuation of coverage provided for certain dependents (see Section J. above), a Member shall have the option to continue coverage as provided in this section.

Any Subscriber or Dependent who has been continuously covered for at least three (3) months immediately prior to termination under this Certificate of Coverage or under any group contract providing similar services which this certificate replaced, and whose coverage is terminating for any reason except involuntary termination for cause, shall be entitled to continue coverage for up to six (6) months, subject to the eligibility provisions set forth below:

1. The Subscriber or the Dependent must request continuation of this coverage, in writing, within 31 days of the later of (a) the date coverage under this Certificate of Coverage would otherwise terminate, or (b) the date the Subscriber or Dependent is given notice of the right of continuation by the Group.

2. The Subscriber or Dependent electing continuation coverage under this provision must pay to the Group on a monthly basis, in advance, the premium contribution required by the Group, plus up to two percent of the Group's premium rate for the coverage being continued, by the due date for each premium payment.

3. The Subscriber's or Dependent's written election for continuation, together with the first premium payment, payable in advance, must be given to the Group within 31 days of the later of (a) the date coverage under this Certificate of Coverage would otherwise terminate; or (b) the date the Subscriber or Dependent is given notice of the right of continuation by the Group.

Continued coverage under this provision will terminate on the earliest to occur of the following:

1. Six (6) months after the date the election for continued coverage is made;

2. the date on which failure to pay premium would terminate coverage;

3. the date on which the Member is covered for similar services and benefits by another hospital, surgical, medical, or major medical expense insurance policy or hospital or medical service subscriber contract or medical practice or other prepayment plan or any other plan or program; or

4. the date on which the Group Contract terminates in its entirety.

L Incontestability

All statements made by a Subscriber on the enrollment application shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of the Subscriber's knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew an enrollee's coverage or reduce benefits unless: (i) it is in a written enrollment application signed by the Subscriber; and (ii) a signed copy of the enrollment application is or has been furnished to the Subscriber or the Subscriber's personal representative. Block Vision may only contest coverage because of fraud or intentional misrepresentation of material fact on the enrollment application.

M. Claim Rules

These rules apply if a charge is made to a Member for any service or supply which is covered under this plan.

Block Vision must be given written proof of the loss for which claim is made hereunder. This proof must cover the occurrence, character and extent of that loss. It must be furnished by the Member or provider within ninety (90) days after the date of the loss. Specific claim forms are not required but the Member or provider needs to specify the name of the Member, the nature of the service, the amount charged, and the name of the provider.

Claims for such services or supplies will be processed as follows:

A. Fifteen (15) days after receipt of claim, Block Vision shall:

(1) acknowledge receipt of claim;

(2) commence investigation of claim; and

(3) request all information from the provider and/or Member as deemed necessary by Block Vision.

B. No later than fifteen (15) business days after receipt of all information required by Block Vision to secure formal proof of loss, Block Vision will:

(1) notify claimant in writing of acceptance or rejection of claim. If the claim is rejected, the notice will state the reasons for the rejection; or

(2) notify claimant in writing of the reasons Block Vision needs additional time.

No later than forty-five (45) days after the notice in subparagraph B. (2) is given, Block Vision will accept or reject the claim.

C. If Block Vision notifies the claimant that the claim will be paid, it will be paid no later than five (5) business days after notice was made.

N. Continuity of Treatment

Reasonable advance notice shall be given to a Member of the impending termination of a physician or provider who is currently treating the Member. A Member, who has a special circumstance such that the physician or provider reasonably believes that discontinuing care by the treating physician or provider could cause harm to the Member, will be allowed to continue to see the treating physician or provider while the special circumstance continues to exist. The Member will not be charged for services rendered by the treating physician or provider unless treatment is extended beyond 90 days from the effective date of termination. Based upon the nature of the wellness vision care services covered by Block Vision, however, it is unlikely that the need for continuity of treatment will arise.

O. Service Area

The Service Area of Block Vision for your group includes all zip codes within the following counties:

Camp
Cherokee
Harrison
Panola
Rusk
Smith
Upshur
Wood