



NATIONAL GUARDIAN LIFE INSURANCE COMPANY

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

2 East Gilman Street Madison, Wisconsin 53701

**GROUP VISION INSURANCE
MASTER POLICY**

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

Administrator: Superior Vision Services, Inc.
11101 White Rock Road, Suite 150
Rancho Cordova, CA 95670

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

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

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

READ YOUR POLICY CAREFULLY: This Group Policy is a legal contract between the Policyholder and Us.

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

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

POLICYHOLDER:	AAA Carolinas
GROUP POLICY NUMBER:	29002
POLICY EFFECTIVE DATE:	January 1, 2009
ANNIVERSARY DATE:	January 1
JURISDICTION:	North Carolina
PREMIUM DUE DATE:	1st of every Month
COVERAGE PROVIDED:	See Certificate's Schedule of Benefits on page 4
INITIAL TERM:	48 Months

Sherri Kliczak, Secretary

John Larson, President

IMPORTANT CANCELLATION INFORMATION – PLEASE READ THE PROVISION ENTITLED "WHEN INSURANCE UNDER THIS POLICY ENDS" BEGINNING ON PAGE 3

NON-PARTICIPATING

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PART I: PREMIUMS

- A. PREMIUM SCHEDULE:** Refer to the Group Application for premium rate information.
- B. PAYMENT OF PREMIUMS:** The premiums due under this Policy are payable in advance directly to Us at the Administrator's Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy.
- The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.
- C. PREMIUM ADJUSTMENTS:** When additional or increased insurance begins or insurance ends and such change is due to a change in the terms of this Policy, any adjustment in the premium will be made as of the date the change is effective. Otherwise, any adjustment in premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if premiums are payable other than monthly). Upon agreement between the Policyholder and Us, the mode of premium payment may be changed as of any Premium Due Date.
- D. PREMIUM CALCULATION:** The total premium for insurance coverage under this Policy is the sum of the premiums for each Insured.
- E. CHANGES IN PREMIUM RATES:** We have the right to change the premium rates on any premium due date after the Initial twelve (12) month Term. After the Initial twelve (12) month Term, We will not increase the premium rates more than once in any six (6) month period. Any subsequent revisions will be based upon twelve (12) months of experience. We will notify the Policyholder in writing at least forty-five (45) days before any increase in premium rates.
- F. GRACE PERIOD:** A Grace Period of thirty-one (31) days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. The Policyholder will owe Us all premiums then due and unpaid including the premium for the Grace Period.

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

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

PART II: PROVISIONS SPECIFIC TO EMPLOYER GROUPS

- A. DEFINITIONS:** The following Definitions apply in addition to those contained in the attached Certificate:
- 1. Active Employee** – Means an Actively At Work Employee of the Employer named as the Policyholder.
 - 2. Active Work and Actively at Work** – Means that the Active Employee is performing all of the usual and customary duties of his or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the Active Employee to travel.
 - 3. Retiree** – Means retirees who have met the service requirements of the Policyholder.

PART III: WHEN INSURANCE UNDER THIS POLICY ENDS

By giving the Policyholder written notice at least sixty (60) days in advance, We have the right to end coverage under this Policy at the end of the Initial Term or on any Premium Due Date after participation drops below ten (10) Members. A minimum of ten (10) Members must enroll and be maintained for the duration of the initial period.

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

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

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

PART IV: GENERAL PROVISIONS

- A. ENTIRE CONTRACT:** The entire contract consists of:
- a. this Policy;
 - b. the application of the Policyholder;
 - c. the provisions shown in the Certificate;
 - d. the Insured enrollment forms; and
 - e. riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.
- A copy of the Policyholder's application is attached to this Policy on the date it is signed. All statements made in the applications, in the absence of fraud, are representations and not warranties. No statement made by an Insured under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured or to His Beneficiary, if any.
- B. INCONTESTABILITY:** This Policy will be incontestable, except for non-payment of premium, after it has been in force for two (2) years.
- C. CHANGES IN POLICY:** The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.
- D. CONFORMITY WITH LAW:** If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.
- E. POLICY NON-PARTICIPATING:** This Policy is not entitled to share in the surplus earnings of Our company.
- F. INFORMATION TO BE FURNISHED BY POLICYHOLDER:** The Policyholder will furnish Us with all information which pertains to this Policy. Failure to furnish Us with such information without good and sufficient cause will permit Us to terminate this Policy. We may inspect at all reasonable times (while this Policy is in effect and thereafter until all rights and payments have been made) any records of the Policyholder which have a bearing on the insurance or premiums.
- G. CLERICAL ERROR:** Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.
- H. POLICYHOLDER NOT AGENT:** The Policyholder will in no event be considered Our agent for any purpose under this Policy.
- I. ASSIGNMENT:** No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our Home Office.
- J. INDIVIDUAL CERTIFICATES:** We will issue to the Policyholder, to make available to each person insured under this Policy, a Certificate of insurance that describes the essential features of this Policy. The Certificate may be made available electronically. The word Certificate includes Certificate riders and Certificate supplements, if any.
- K. ADDITIONAL INSUREDS:** The following will be added to the group originally insured:
- a. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
 - b. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.
- L. LEGAL ACTIONS:** No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.