

NATIONAL GUARDIAN LIFE INSURANCE COMPANY
Two East Gilman Street, PO Box 1191, Madison, Wisconsin 53701

GROUP POLICY / CERTIFICATE AMENDMENT

Amendment No.: 01

Effective Date: January 1, 2011

Attached to Policy No.: NVIGRP2002-ND

Group Policyholder: North Dakota Public Employees Retirement System (NDPERS)

The Group Policy/ Certificate to which this Amendment is attached is amended as follows:

1. Any provision regarding coverage for Dependents is amended to include coverage for the Employee's lawful spouse (if not already included) or lawful domestic partner, as recognized by the state in which the Employee works.
2. The **DEFINITIONS** section is amended as follows:
 - a. The definition of **Late Entrant** is deleted in its entirety.
 - b. The definition of **Policy Year Plan** is deleted in its entirety. It is replaced with the following:
Policy Year Plan means benefits begin immediately on the Policyholder's effective date and renew twelve (12) or twenty-four (24) months following the initial effective date.
 - c. The definition of **Standard Lenses** is deleted in its entirety. It is replaced with the following:
Standard Lenses – Lenses manufactured from standard glass or plastic (CR39), measuring less than 61mm in length, which are optically clear; standard multifocal lenses include segments through flat top thirty-five (35) for plastic bifocal and lenticular lenses, glass Trifocals through flat top twenty-eight (28), plastic trifocals through flat top thirty-five (35).
 - d. The definition of **Optical Necessity** is deleted in its entirety. The term **Optical Necessity**, wherever used, is changed to **Medically Necessary**.
 - e. The following definition is added:
Medically Necessary Contact Lenses – Contact Lenses are considered Medically Necessary when one (1) or more of the following conditions are present:
 - Aphakia (after cataract surgery). A pair of prescription single vision or multifocal eyeglass lenses and an eyeframe can be provided along with contact lenses prescribed for this reason.
 - When visual acuity cannot be corrected to 20/70 in the better eye except through the use of contact lenses (must be 20/60 or better).
 - Anisometropia of 4.0 diopters or more, provided visual acuity (performance) improves to 20/60 or better in the weak eye.
 - Kerataconus.An application for Medically Necessary Contact Lenses must first be submitted to and approved by the Medical Director of the Administrator before benefits are considered eligible.

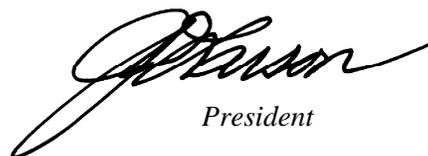
3. The **Contact Lenses Benefit**, consisting of two paragraphs under **COVERED SERVICES AND MATERIALS**, is deleted in its entirety and replaced by the following:

Contact Lenses Benefit. If an Insured incurs expenses for Medically Necessary Contact Lenses, We will pay such expenses up to the applicable Contact Lenses Maximum Benefit shown in the Certificate of Coverage, subject to the Exclusions, provided: 1) such expenses were incurred while the Insured was covered under this Policy; and 2) the Insured has paid any applicable Copay Amount, as shown in the Certificate of Coverage.

4. The **LIMITATIONS AND EXCLUSIONS** provision is amended by the deletion of the **Vision Late Entry Benefit** limitation.
5. The following exclusions are amended:
- a. Exclusion 1.a), is amended to read as follows: a) blended and no-line bifocals.
 - b. Exclusion 1.f) is amended to read as follows: f) tints other than Rose Tint #1 and #2.
 - c. Exclusion 1.h) is amended to read as follows: h) polycarbonate, High Index and specialty materials for lenses.
 - d. Exclusion 5 is amended to read as follows: 5) Plain or prescription sunglasses.
 - e. Exclusion 7, regarding services and materials outside of the United States is deleted in its entirety.
 - f. Exclusion 8, regarding charges in excess of Usual, Customary and Reasonable charges is deleted in its entirety.
 - g. Exclusion 13 is amended to read as follows: 13) Any additional service required outside basic vision analyses for contact lenses.
 - h. Exclusion 14 is amended to read as follows: 14) Services rendered after the date an Insured ceases to be covered under the Policy/Certificate, except when vision materials ordered before coverage ended are delivered and the services are subsequently rendered to the Insured Person.
 - i. The following exclusion is added: For Progressive Power Lenses, the amount exceeding the provider's charge for standard trifocal lenses.

In witness whereof, the Company has caused this Amendment to be signed by its President and Secretary.


Secretary


President

Accepted by Policyholder _____
Signature / Title / Date