

# *Group Vision Care Policy*



**GROUP NAME:** STUDENT OSTEOPATHIC MEDICAL ASSOCIATION  
**GROUP NUMBER:** 12216447

Benefits are furnished under a vision care Policy purchased by the Group and provided by VISION SERVICE PLAN INSURANCE COMPANY (VSP) under which VSP is financially responsible for the payment of claims.

This Evidence of Coverage is a summary of the Policy provisions and is presented as a matter of general information only. It is not a substitute for the provisions of the Policy itself. In the event of any dispute between this Evidence of Coverage and the Policy, the provisions of the Policy will prevail. A copy of the Policy will be furnished on request.

## **DEFINITIONS:**

<b>ADDITIONAL BENEFIT RIDER</b>	The document, attached as Exhibit C to the Group Policy maintained by the Group Administrator, which lists selected vision care services and vision care materials that a Covered Person is entitled to receive by virtue of the Plan. (Available only if purchased by Group.)
<b>BENEFIT AUTHORIZATION</b>	Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which a Covered Person is entitled.
<b>COORDINATION OF BENEFITS</b>	Procedure that allows more than one insurance plan to consider Covered Persons vision care claims for payment or reimbursement.
<b>COPAYMENTS</b>	Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials provided.
<b>COVERED PERSON</b>	An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under the Policy.
<b>ELIGIBLE DEPENDENT</b>	Any legal dependent of an Enrollee of Group who meets the eligibility criteria established by Group and approved by VSP under Section VI. ELIGIBILITY FOR COVERAGE of the Policy under which such Enrollee is covered.
<b>EMERGENCY CONDITION</b>	A condition with sudden onset and acute symptoms that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence requiring immediate, non-medical, action.
<b>ENROLLEE</b>	An employee or member of Group who meets the eligibility criteria specified under Section VI. ELIGIBILITY FOR COVERAGE of the Policy.

<b>EXPERIMENTAL NATURE</b>	Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.
<b>GROUP</b>	An employer or other entity that contracts with VSP for coverage under this Policy in order to provide vision care coverage to its Enrollees and their Eligible Dependents.
<b>VSP NETWORK DOCTOR</b>	An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.
<b>NON-VSP PROVIDER</b>	Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.
<b>PLAN or PLAN BENEFITS</b>	The vision care services and vision care materials that a Covered Person is entitled to receive by virtue of coverage under the Policy, as defined on the attached Schedule of Benefits and Additional Benefit Rider (if applicable).
<b>POLICY</b>	The contract between VSP and Group upon which this Plan is based.
<b>PREMIUMS</b>	The payments made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits, as stated in the Schedule of Premiums attached as Exhibit B to the Group Policy document maintained by the Group Administrator.
<b>RENEWAL DATE</b>	The date on which the Policy shall renew or terminate if proper notice is given.
<b>SCHEDULE OF BENEFITS</b>	The document, attached as Exhibit A to the Group Policy maintained by the Group Administrator, that lists the vision care services and vision care materials that a Covered Person is entitled to receive by virtue of the Plan.
<b>SCHEDULE OF PREMIUMS</b>	The document, attached as Exhibit B to the Group Policy maintained by the Group Administrator, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.
<b>VISUALLY NECESSARY or APPROPRIATE</b>	Services and materials medically or visually necessary to restore or maintain a patient's visual acuity and health and for which there is no less expensive professionally acceptable alternative, as determined by VSP.

**ELIGIBILITY FOR COVERAGE**

Enrollees: To be covered, a person must currently be an employee or member of the Group and meet the established coverage criteria mutually agreed upon by Group and VSP.

Eligible Dependents: If dependent coverage is provided, the persons eligible are indicated on the attached Schedule of Benefits and Additional Benefit Rider (if applicable).

**PREMIUMS**

Group is responsible for payments of the periodic charges for coverage. Group will notify Covered Person of Covered Person's share of the charges, if any. The entire cost of the program is paid to VSP by Group.

## PROCEDURE FOR USING THE PLAN

1. When Covered Person wants to receive Plan Benefits, contact VSP or a VSP Network Doctor. A list of names, addresses and phone numbers of VSP Network Doctors in Covered Person's area can be obtained from Group, the Plan Administrator or VSP. If this list does not cover the area in which Covered Person desires to seek services, call or write the VSP office nearest Covered Person to obtain one that does.
2. If Covered Person is eligible for Plan Benefits, VSP will provide Benefit Authorization directly to the VSP Network Doctor. If Covered Person contacts the VSP Network Doctor directly, Covered Person must identify him or herself as a VSP member so the doctor can obtain Benefit Authorization from VSP.
3. When such Benefit Authorization is provided by VSP and services are performed prior to the expiration date of the Benefit Authorization, this will constitute a claim against the Policy, in spite of Covered Person's termination of coverage or the termination of the Policy. Should Covered Person receive services from a VSP Network Doctor without such Benefit Authorization or obtain services from a Non-VSP Provider, Covered Person is responsible for payment in full to the provider.
4. Covered Person pays the Copayment (if any), amounts that exceed the Plan Allowances, and any amounts for non-covered services or materials to the VSP Network Doctor for services under this Policy. VSP will pay the VSP Network Doctor directly according to their agreement with the doctor.

**Note:** If Covered Person is eligible for and obtains Plan Benefits from a Non-VSP Provider, Covered Person should pay the provider's full fee. Covered Person will be reimbursed by VSP in accordance with the Non-VSP Provider reimbursement schedule shown on the attached Schedule of Benefits and Additional Benefit Rider (if applicable), less any applicable Copayments.

### WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON-VSP PROVIDERS ARE USED.

Covered Persons should be aware that when they elect to utilize the services of a Non-VSP Provider for a covered service in non-emergency situations, benefit payments for services from such Non-VSP Provider are not based upon the amount billed. The basis of the benefit payment will be determined according to the Plan's Non-VSP Provider fee schedule. **COVERED PERSONS CAN EXPECT TO BE LIABLE FOR MORE THAN THE COPAYMENT AMOUNT DEFINED IN THE ATTACHED SCHEDULE OF BENEFITS OR ADDITIONAL BENEFIT RIDER (if applicable) AFTER THE PLAN HAS PAID ITS REQUIRED PORTION.**

When payment is made to the Non-VSP Provider, the provider may bill Covered Person for any amount up to the billed charge after the Plan has paid its portion of the bill. VSP Network Doctors have agreed to accept discounted payments for services with no additional billing to the Covered Person other than Copayments, co-insurance and non-covered services or materials. Covered Persons may obtain further information about the participating status of providers and information on out-of-pocket expenses through [vsp.com](http://vsp.com), or by calling VSP's Customer Service Department at 1-800-877-7195.

5. In emergency conditions, when immediate vision care of a medical nature such as for bodily trauma or disease is necessary, Covered Person can obtain covered services by contacting a VSP Network Doctor (or Non-VSP Provider if the attached Schedule of Benefits and, if applicable, Additional Benefits Rider, indicates Covered Person's Plan includes such coverage). No prior authorization 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 EyeCare and Supplemental Primary EyeCare Plans. If there is no Additional Benefit Rider for one of these plans attached to this Evidence of Coverage, Covered Person is not covered by VSP for medical services and should contact a physician under Covered Person's 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.

Emergency vision care is subject to the same benefit frequencies, plan allowances, Copayments and exclusions stated herein. Reimbursement to VSP Network Doctors will be made in accordance with their agreement with VSP.

6. In the event of termination of a VSP Network Doctor's membership in VSP, VSP will be liable to the VSP Network Doctor for services rendered to Covered Person at the time of termination and permit the VSP Network Doctor to continue to provide Covered Person with Plan Benefits until the services are completed or until VSP makes reasonable and appropriate arrangements for the provision of such services by another VSP Network Doctor.

## **BENEFIT AUTHORIZATION PROCESS**

VSP authorizes Plan Benefits according to the latest eligibility information furnished to VSP by Covered Person's Group and the level of coverage (i.e. service frequencies, covered materials, reimbursement amounts, limitations, and exclusions) purchased for Covered Person by Group under this Plan. When Covered Person requests services under this Plan, Covered Person's prior utilization of Plan Benefits will be reviewed by VSP to determine if Covered Person is eligible for new services based upon Covered Person's Plan's level of coverage. Please refer to the attached Schedule of Benefits and Additional Benefit Rider (if applicable) for a summary of the level of coverage provided to Covered Person by Group.

## **PRIOR AUTHORIZATION**

Certain Plan Benefits require VSP's prior authorization before such Plan Benefits are covered. VSP's prior authorization determinations are based upon criteria developed by optometric and ophthalmic consultants and approved by VSP's Utilization Management Committee and Board of Directors.

- A. Initial Determination:** VSP will approve or deny requests for prior authorization of services within fifteen (15) calendar days of the receipt of the request from the Covered Person's doctor. In the event that a prior authorization cannot be resolved within the time indicated VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.
- B. Appeals:** If VSP denies the doctor's request for prior authorization, the doctor, Covered Person or the Covered Person's authorized representative may request an appeal of the denial. Please refer to the section on Requests for Appeals, below, for details on how to request an appeal. VSP shall provide the requestor with a final review determination within thirty (30) calendar days from the date the request is received. A second level appeal, and other remedies as described below, are also available. VSP shall resolve any second level appeal within thirty (30) calendar days. Covered Person may designate any person as Covered Person's authorized representative. Where Covered Person does not designate an authorized representative, the doctor will be deemed to be the authorized representative.

For more information regarding VSP's criteria for authorizing or denying Plan Benefits, please contact VSP's Customer Service Department.

## **BENEFITS AND COVERAGES**

Through its VSP Network Doctors, VSP provides Plan Benefits to Covered Persons as may be Visually Necessary or Appropriate, subject to the limitations, exclusions and Copayment(s) described herein. When Covered Person wishes to obtain Plan Benefits from a VSP Network Doctor, Covered Person may contact any VSP Network Doctor, identify Covered Person as a VSP member, and schedule an appointment. If Covered Person is eligible for Plan Benefits, VSP will provide Benefit Authorization for Covered Person directly to the VSP Network Doctor prior to Covered Person's appointment.

Specific benefits for which Covered Person is covered are described on the attached Schedule of Benefits and Additional Benefit Rider (if applicable).

## **COPAYMENT**

The benefits described herein are available to Covered Person subject to Covered Person's payment of any applicable Copayments as described in this Evidence of Coverage, the Schedule of Benefits and Additional Benefit Riders (if applicable). Amounts that exceed plan allowances, annual maximum benefits, options reimbursements, or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

ANY ADDITIONAL CARE, SERVICE AND/OR MATERIALS NOT COVERED BY THIS PLAN MAY BE ARRANGED BETWEEN COVERED PERSON AND THE DOCTOR.

## **COORDINATION OF BENEFITS**

Covered Persons who are covered under two or more insurance plans that include vision care benefits may be eligible for Coordination of Benefits ("COB"). VSP will combine other insurance plans' claim payments or reimbursements, if any, with benefits available under Covered Person's VSP plan, which may reduce or eliminate Covered Person's out-of-pocket expense. Covered Persons covered under more than one VSP plan may also be able to take advantage of COB. In order to process claims involving COB, VSP may need to share personal information regarding Covered Persons with other parties (such as another insurance company). When this is necessary, VSP will only share such information with those persons or organizations having a legitimate interest in that information and only where such sharing is not prohibited by law.

## **EXCLUSIONS AND LIMITATIONS OF BENEFITS**

This vision service plan is designed to cover *visual needs* rather than *cosmetic materials*. Some professional services and/or materials are not covered under this Plan. Please refer to the NOT COVERED section of the attached Schedule of Benefits and Additional Benefit Rider (if applicable) for details.

VSP may, at its discretion, waive any of the Plan limitations if, in the opinion of our Optometric Consultants, this is necessary for the visual welfare of the Covered Person.

## **LIABILITY IN EVENT OF NON-PAYMENT**

IN THE EVENT VSP FAILS TO PAY THE PROVIDER, COVERED PERSON SHALL NOT BE HELD LIABLE FOR ANY SUMS OWED BY VSP OTHER THAN THOSE NOT COVERED BY THE PLAN.

## **COMPLAINTS AND GRIEVANCES**

If Covered Person ever has a question or problem, Covered Person's first step is to call VSP's Customer Service Department. The Customer Service Department will make every effort to answer Covered Person's question and/or resolve the matter informally. If a matter is not initially resolved to the satisfaction of a Covered Person, the Covered Person may communicate a complaint or grievance to VSP orally, or in writing by using the complaint form that may be obtained upon request from the Customer Service Department. Complaints and grievances include disagreements regarding access to care, or the quality of care, treatment or service. Covered Persons also have the right to submit written comments or supporting documentation concerning a 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 no 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, a letter will be sent to the Covered Person to indicate VSP's expected resolution date. Upon final resolution, the Covered Person will be notified of the outcome in writing.

## **CLAIM PAYMENTS AND DENIALS**

**A. Initial Determination:** VSP will pay or deny claims within thirty (30) calendar days of the receipt of the claim from the Covered Person or Covered Person's authorized representative. In the event that a claim cannot be resolved within the time indicated, VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

**B. Requests for Appeals:** If a Covered Person's claim for benefits is denied by VSP in whole or in part, VSP will notify the Covered Person in writing of the reason or reasons for the denial. Within one hundred eighty (180) days after receipt of such notice of denial of a claim, Covered Person may make an oral or written request to VSP for a full review of such denial. The request should contain sufficient information to identify the Covered Person for whom a claim for benefits was denied, including the name of the VSP Enrollee, Member Identification Number of the VSP Enrollee, the Covered Person's name and date of birth, the name of the provider of services and the claim number. The Covered Person may state the reasons the Covered Person believes that the claim denial was in error. The Covered Person may also provide any pertinent documents to be reviewed. VSP will review the claim and give the Covered Person the opportunity to review pertinent documents, submit any statements, documents or written arguments in support of the claim, and appear personally to present materials or arguments. Covered Person or Covered Person's authorized representative should submit all requests for appeals to:

VSP  
Member Appeals  
3333 Quality Drive  
Rancho Cordova, CA 95670  
(800) 877-7195

VSP's determination, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for appeal from the Covered Person or Covered Person's authorized representative.

If Covered Person disagrees with VSP's determination, he/she may request a second level appeal within sixty (60) calendar days from the date of the determination. VSP shall resolve any second level appeal within thirty (30) calendar days.

When Covered Person has completed all appeals mandated by the Employee Retirement Income Security Act of 1974 ("ERISA"), additional voluntary alternative dispute resolution options may be available, including mediation and arbitration. Covered Person should contact the U. S. Department of Labor or the state insurance regulatory agency for details. Additionally, under ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], Covered Person has the right to bring a civil (court) action when all available levels of reviews 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.

#### **TERMINATION OF BENEFITS**

After the Policy Term, this Policy will continue on a month-to-month basis or until terminated by either party giving the other party sixty (60) days notice. Policy Benefits will cease on the date of cancellation of this Policy whether the cancellation is by Group or by VSP due to nonpayment of Premium.

If Covered Person is receiving service as of the termination date of the Policy, such service shall be continued to completion, but in no event beyond six (6) months after the termination date of the Policy.

#### **INDIVIDUAL CONTINUATION OF BENEFITS**

This program is available to groups of a minimum of ten (10) employees and is, therefore, not available on an individual basis. When a Group terminates its coverage, individual coverage is not available for Enrollees who may desire to retain same.

#### **THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits be available to an eligible participant and his or her dependents upon the termination of employment of said participant, or the termination of the relationship between said participant and his or her dependents. If, and only to the extent, COBRA applies to Covered Person's Group Plan, VSP shall make the statutorily-required continuation coverage available in accordance with COBRA.

## ADDITIONAL DISCOUNT

Each Covered Person shall be entitled to receive a discount of twenty percent (20%)\* toward the purchase of non-covered materials from any VSP Network Doctor when a complete pair of glasses is dispensed. Also, Covered Persons shall be entitled to receive a discount of fifteen percent (15%) off of contact lens examination services from any VSP Network Doctor.\*\*

Discounts are applied to the VSP Network Doctor's usual and customary fees for such services and are unlimited for 12 months on or following the date of the patient's last eye exam.\*\*

### LIMITATIONS:

- Discounts do not apply to vision care benefits obtained from Non-VSP Providers.
- 20% discount applies to complete pairs of glasses only.
- Discounts do not apply if prohibited by the manufacturer.
- Discounts do not apply to sundry items: e.g., contact lens solutions, cases, cleaning products or repairs of spectacle lenses or frames.

\*Note: For Plan B patients (12/12/24), the 20% discount applies to the frame on the off year.

\*\*Professional judgment will be applied when evaluating prescriptions written by another provider. VSP Network Doctors may request a discounted additional exam.

## EXCEPTIONS

### PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When a 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.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- 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.
- Corneal Refractive Therapy (CRT)
- Orthokeratology (a procedure using contact lenses to change the shape of the cornea in order to reduce myopia).
- Refitting of contact lenses after the initial (90-day) fitting period.
- Plano lenses (lenses with refractive correction of less than  $\pm .50$  diopter).
- Two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Policy that are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Plano contact lenses to change eye color cosmetically.
- Artistically-painted contact lenses.
- Contact lens insurance policies or service contracts.
- Additional office visits associated with contact lens pathology.
- Contact lens modification, polishing, or cleaning.
- Costs for services and/or materials exceeding Plan Benefit allowances.
- Services or materials of a cosmetic nature.
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.