

# Preferred Provider Organization (PPO) Vision Insurance Plan

### **Booklet-Certificate**

### Prepared exclusively for

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Underwritten by Aetna Life Insurance Company in the state of California

AL HCOC-VisionAVP 02 CA

### Welcome

Thank you for choosing Aetna®.

This is your booklet-certificate. It is one of three documents that together describe the benefits covered by your **Aetna** plan for in-network and out-of-network coverage.

This booklet-certificate will tell you about your **covered benefits** – what they are and how you get them. If you become covered, this booklet-certificate becomes your certificate of coverage under the **group policy**, and it replaces all certificates describing similar coverage that we sent to you before. The second document is the schedule of benefits. It tells you how we share expenses for **eligible vision services** and tells you about limits – like when your plan covers only a certain number of visits.

The third document is the **group policy** between **Aetna Life Insurance Company** (**Aetna**) and your **policyholder**. Ask the **policyholder** if you have any questions about the **group policy**.

Sometimes, these documents have amendments, inserts or riders which we will send you. These change or add to the documents they're part of. When you receive these, they are considered part of your **Aetna** plan for coverage.

Where to next? Try the *Let's get started!* section. *Let's get started!* gives you a summary of how your plan works. The more you understand, the more you can get out of your plan.

Welcome to your Aetna plan.

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certificate

Issued with your booklet-

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### Let's get started!

Here are some basics. First things first – some notes on how we use words. Then we explain how your plan works so you can get the most out of your coverage. But for all the details – this is very important – you need to read this entire booklet-certificate and the schedule of benefits. And if you need help or more information, we tell you how to reach us.

#### Some notes on how we use words

- When we say "you" and "your", we mean both you and any covered dependents.
- When we say "us", "we", and "our", we mean **Aetna**.
- Some words appear in **bold** type. We define them in the *Glossary* section.

Sometimes we use technical vision language that is familiar to **vision providers**.

### What your plan does – providing covered benefits

Your plan provides **covered benefits**. These are **eligible vision services**. Your plan has an obligation to pay for **eligible vision services**.

### How your plan works – starting and stopping coverage

Your coverage under the plan has a start and an end. You start coverage after you complete the eligibility and enrollment process. To learn more see the *Who the plan covers* section.

Your coverage typically ends when you leave your job. Family members can lose coverage for many reasons, such as growing up and leaving home. To learn more see the *When coverage ends* section.

Ending coverage under the plan doesn't necessarily mean you lose coverage with us. See the *Special coverage* options after your plan coverage ends section.

### How your plan works while you are covered in-network

Your in-network coverage helps you:

- Get and pay for a lot of but not all vision care services. These are eligible vision services.
- Pay less cost share when you use a **network provider**.
- If your plan includes **plus providers**, your cost share may be lower when you use a **plus provider**.

#### **Eligible vision services**

So what are eligible vision services? They are vision care services that meet these three requirements:

- They appear in the *Eligible vision services under your plan* section.
- They are not listed in the What your plan doesn't cover eligible vision service exclusions section.
- They are not beyond any limits in the schedule of benefits.

#### **Providers**

Our network of **vision providers** is there to give you the care you need. You can find **network providers** and see important information about them most easily on our online **vision provider directory**. Just log in to your member website at <a href="https://www.aetna.com/">https://www.aetna.com/</a>.

### Plus providers

Your plan includes **plus providers**. They are **network providers** for your plan. Your cost share will usually be lower when you use a **plus provider**. You may also get care from other **network providers**, but your cost share may be higher. To find out about the **vision providers** for your plan, you can visit the website at <a href="https://www.aetna.com/">https://www.aetna.com/</a>.

#### Important note:

To get your in-network benefits, tell your **network provider** about your insurance each time you visit. You'll pay your in-network cost share directly to the provider, and you won't need to submit claims.

If you don't tell your **network provider** about your insurance when you visit, your out-of-network benefits may apply.

You have the freedom to choose a **vision provider** who is not in the vision network. Your plan often will pay a bigger share for **eligible vision services** that you get through a **network provider**.

For more information about the network and the role of your **vision provider**, see the *Who provides the care* section.

You will not have to submit claims for treatment received from network **vision providers**. Your network **vision provider** will take care of that for you. And we will directly pay the network **vision provider** for what the plan owes.

Your in-network coverage means:

- You are responsible for any **copayment** shown in the schedule of benefits.
- The plan will pay for covered expenses, up to the maximum shown in the schedule of benefits. You are responsible for any expenses over the maximum.

#### Paying for eligible vision services—sharing the expense

Generally your plan and you will share the expense of your **eligible vision services** when you meet the general requirements for paying.

But sometimes your plan will pay the entire expense, and sometimes you will. For more information see the What the plan pays and what you pay section, and see the schedule of benefits.

### How your plan works while you are covered out-of-network

You have coverage when you want to get your care from providers who are not part of the **Aetna** network under your plan. It's called out-of-network coverage.

Your out-of-network coverage:

- Means you may have to pay for services at the time they are provided. You may be required to pay the
  full charges and submit a claim for reimbursement to us. You are responsible for completing and
  submitting claim forms for reimbursement of eligible vision services that you paid directly to a provider.
- Means you will pay a higher cost share when you use an out-of-network provider.

#### You will find details on:

- Out-of-network providers and any exceptions in the Who provides the care section
- Cost sharing in the What the plan pays and what you pay section, and your schedule of benefits
- Claim information in the When you disagree claim decisions and appeals procedures section

### How to contact us for help

We are here to answer your questions. You can contact us by:

- Logging in to your member website at <a href="https://www.aetna.com/">https://www.aetna.com/</a>
- Registering for our Internet access to reliable vision information, tools and resources

Online tools will make it easier for you to make informed decisions about your vision care, view claims, research care and treatment options, and access information.

You can also contact us by:

- Calling Aetna Member Services at the toll-free number on your ID card
- Writing us at Aetna Life Insurance Company, 151 Farmington Ave, Hartford, CT 06156

You can contact us when you have a question, complaint or you cannot access vision care in a timely manner from a **network provider**. You can request a confidential communication to keep your information private.

You can also contact the California Department of Insurance with your concerns at:
Consumer Services Division
300 South Spring Street
South Tower
Los Angeles, CA 90013
1-800-927-HELP (4357)
TDD: 1-800-482-4TDD (4833)
www.insurance.ca.gov

### Timely access to care

**Network providers** agree to provide timely access to care. You will see your **provider** when you call for an appointment within these timeframes:

- Urgent care within 48 hours of the request
- Non-urgent care within 36 business days of the request
- Preventive care within 40 days of the request

We may have exceptions to appointment wait times when the Department of Insurance allows such exceptions. Interpreter services will be made available to you at the time of your appointment.

#### Your ID card

Your ID card tells **vision providers** that you are covered by this plan. Show your ID card each time you get vision care from a provider to help them bill us correctly and help us better process their claims.

Remember, only you and your covered dependents can use your ID card.

We will mail you your ID card. If you haven't received it before you need **eligible vision services**, or if you've lost it, you can print a temporary ID card. Just log in to your member website at <a href="https://www.aetna.com/">https://www.aetna.com/</a>.

### Who the plan covers

You will find information in this section about:

- Who is eligible
- When you can join the plan
- Who can be on your plan (who can be your dependent)
- Adding new dependents
- Special times you and your dependents can join the plan

### Who is eligible

Your **policyholder** decides and tells us who is eligible for vision care coverage.

### When you can join the plan

As an employee you can enroll yourself and your dependents:

- At the end of any waiting period the **policyholder** requires
- Once each Calendar Year during the annual enrollment period
- At other special times during the year (see the *Special times you and your dependents can join the plan* section below)

If you do not enroll yourself and your dependents when you first qualify for vision benefits, you may have to wait until the next annual enrollment period to join.

### Who can be on your plan (who can be your dependent)

You can enroll the following family members:

- Your legal spouse
- Your civil union partner
- Your registered domestic partner who meets the requirements under state law
- Your dependent children yours or your spouse's or partner's
  - Dependent children must be:
    - o Under age 26
  - Dependent children include:
    - Natural children
    - Stepchildren
    - Adopted children including those placed with you for adoption
    - Foster children
    - o Children you are responsible for under a qualified medical support order or court-order
    - o Grandchildren in your legal custody

### **Effective date of coverage**

Your coverage will be in effect as of the date you become eligible for vision benefits.

**Important note:** You may continue coverage for a disabled child past the age limit shown above. See *Continuation of coverage for other reasons* in the *Special coverage options after your plan coverage ends* section for more information.

You can't have coverage as an employee and a dependent and you can't be covered as a dependent of more than one employee on the plan.

### Adding new dependents

You can add the following new dependents any time during the year:

- A spouse If you marry, you can put your spouse on your plan.
  - We must receive your completed enrollment information not more than 31 days after the date of your marriage.
  - Ask your policyholder when benefits for your spouse will begin:
    - o If we receive your completed enrollment information by the 15<sup>th</sup> of the month, coverage will be effective no later than the first day of the following month.
    - o If we received your completed enrollment information between the 16<sup>th</sup> and the last day of the month, coverage will be effective no later than the first day of the second month.
- A civil union partner If you enter into a civil union, you can enroll your civil union partner on your plan.
  - We must receive your completed enrollment information not more than 31 days after the date of your civil union.
  - Ask your [policyholder] when benefits for your partner will begin:
    - o If we receive your completed enrollment information by the 15th of the month, coverage will be effective no later than the first day of the following month.
    - o If we receive your completed enrollment information between the 16th and the last day of the month, coverage will be effective no later than the first day of the second month.
- A domestic partner If you enter a domestic partnership, you can enroll your domestic partner on your plan.
  - We must receive your completed enrollment information not more than 31 days after the date you file a Declaration of Domestic Partnership.
  - Ask your **policyholder** when benefits for your domestic partner will begin:
    - o If we receive your completed enrollment information by the 15th of the month, coverage will be effective no later than the first day of the following month.
    - o If we receive your completed enrollment information between the 16th and the last day of the month, coverage will be effective no later than the first day of the second month.
- A newborn child or grandchild Your newborn child or grandchild is covered on your vision plan for the first 31 days after birth.
  - To keep your newborn covered, we must receive your completed enrollment information within 60 days of birth.
  - You must still enroll the child within 60 days of birth even when coverage does not require payment of an additional **premium** contribution for the covered dependent.
  - If you miss this deadline, your newborn will not have vision benefits after the first 31 days.
- An adopted child See Who can be on your plan (who can be your dependent) section for more
  information. An adopted child is covered on your plan for the first 31 days after the adoption is
  complete or the date the child is placed for adoption. "Placed for adoption" means the assumption and
  retention of a legal obligation for total or partial support of a child in anticipation of adoption of the
  child.
  - To keep your adopted child covered, we must receive your completed enrollment information within 60 days after the adoption or the date the child was placed for adoption.
  - If you miss this deadline, your adopted child will not have vision benefits after the first 31 days.
  - A foster child A foster child is covered on your plan for the first 31 days after obtaining legal
    responsibility as a foster parent. A foster child is a child whose care, comfort, education and
    upbringing is left to persons other than the natural parents.
    - To keep your foster child covered, we must receive your completed enrollment information within 60 days after the date the child is placed with you.
    - If you miss this deadline, your foster child will not have vision benefits after the first 31 days.

- A stepchild You may put a child of your spouse, civil union partner, or domestic partner on your plan.
  - You must complete your enrollment information and send it to us within 31 days after the date of your marriage, civil union, declaration of domestic partnership with your stepchild's parent.
  - Ask your policyholder when benefits for your stepchild will begin. It is the date of your marriage, civil inion or declaration of domestic partnership, or the first day of the month following the qualifying event date.

### Inform us of any changes

It is important that you inform us of any changes that might affect your benefit status. This will help us effectively deliver your benefits. Please contact us as soon as possible with changes such as:

- Change of address or phone number
- Change in marital status
- Change of covered dependent status
- A covered dependent who enrolls in any other group vision plan

### Special times you and your dependents can join the plan

You can enroll in these situations:

- You have added a dependent because of marriage, birth, adoption or foster care. See the *Adding new dependents* section for more information.
- You did not enroll in this plan before because:
  - You were covered by another group vision plan, and now that other coverage has ended
  - You had COBRA, and now that coverage has ended
- A court orders that you cover a current spouse, civil union or domestic partner, or a child on your vision plan.

We must receive your completed enrollment information from you within 31 days of the event or the date on which you no longer have the other coverage mentioned above.

#### **Effective date of coverage**

Your coverage will be in effect on the first date of the month based on when we receive your completed enrollment application.

### Eligible vision services under your plan

Eligible vision services include services provided by an ophthalmologist or optometrist.

You may get vision services and supplies from any **vision providers** in our network. Your out-of-pocket costs will usually be lower when you use **network providers**. Some services and supplies may only be covered when provided by a **network provider**. Refer to your schedule of benefits for more information.

You may use **out-of-network providers** of your choice for covered vision services and supplies under this plan. Your costs will be higher when you use **vision providers** who are not in our network.

### Eye exam

Eligible vision services include:

- Routine/comprehensive eye exam by an ophthalmologist or optometrist to diagnose or identify existing conditions of the eye or vision. This includes:
  - Case history
  - General patient observation
  - Clinical and diagnostic testing and evaluation, including dilation
  - Refraction
  - Color vision testing
  - Stereopsis testing
  - Case presentation

### Vision care services and supplies

Eligible vision services and supplies include:

- Eyeglass frames, prescription lenses or prescription contact lenses that are prescribed by a vision provider
- Non-conventional (medically necessary) prescription contact lenses that are required to correct visual acuity to 20/40 or better in the better eye and that correction cannot be obtained with conventional lenses or Aphakic prescription lenses prescribed after cataract surgery has been performed

During any benefit frequency period, this benefit will cover **prescription** lenses for eyeglass frames or **prescription** contact lenses, but not both. See your schedule of benefits for information about benefit frequency limits.

#### **Telemedicine services**

**Eligible vision services** appropriately delivered through **telemedicine** will be covered on the same basis and to the same extent as an in-person **eligible vision service**.

### What your plan doesn't cover - eligible vision service exclusions

We already told you about the many vision care services and supplies that are eligible for coverage under your plan in the *Eligible vision services under your plan* section. In that section we also told you that some vision care services and supplies have exclusions. For example, **cosmetic** surgery is never covered. This is an exclusion.

In this section we tell you about the exclusions that apply to your plan.

And just a reminder, you'll find benefit and coverage limitations in the schedule of benefits.

#### **Exclusions**

The following are not **eligible vision services** under your plan except as described in the *Eligible vision services* under your plan section of this booklet-certificate, or by a rider or amendment included with this booklet-certificate:

#### Cosmetic services and plastic surgery

• Any treatment, surgery (cosmetic or plastic), service or supply to alter, improve or enhance the shape or appearance of the body

#### **Court-ordered services and supplies**

• Includes those court-ordered services and supplies, or those required as a condition of parole, probation, release or as a result of any legal proceeding

#### Diabetic care

- Costs associated with securing frames, lenses, or any related vision supplies
- Orthoptics or vision training and any associated supplemental testing
- Surgical procedures, including laser or any other form of refractive surgery, and any pre- operative or post-operative services
- Pathological treatment of any type for any condition
- Any eye examination required by an employer as a condition of employment
- Insulin or any medications or supplies of any type
- Services and supplies not included in this plan

#### **Examinations**

Any vision examinations needed:

- Because a third party requires the exam. Examples include examinations to get or keep a job, and examinations required under a labor agreement or other contract.
- To buy insurance or to get or keep a license.
- To travel.
- To go to a school, camp, or sporting event, or to join in a sport or other recreational activity.

#### Laser in-situ keratomileusis (LASIK)

• Including related procedures designed to surgically correct refractive errors

**Orthoptics** (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision)

#### Personal care, comfort or convenience items

• Any service or supply primarily for your convenience and personal comfort or that of a third

party.

#### Services provided by a family member

• Services provided by a spouse, civil union partner, domestic partner, parent, child, step-child, brother, sister, in-law, or any household member

#### Services, supplies and drugs received outside of the United States

• Non-emergency medical services, outpatient **prescription** drugs or supplies received outside of the United States. They are not covered even if they are covered in the United States under this certificate.

#### Treatment in a federal, state, or governmental entity

Any care in a hospital or other facility owned or operated by any federal, state or other governmental
entity, unless coverage is required by applicable laws

#### Vision care services and supplies

- Orthoptic or vision training
- Low vision exams, testing and aids, unless coverage is stated as covered in the *Eligible vision* services under your plan section.
- Aniseikonic lenses
- Medical and surgical procedure treatments of the eye, eyes, or supporting structures
- Any eye or vision examination or any corrective eyewear required by an employer or the policyholder as a condition of employment
- Safety glasses
- Plano (non-prescription) lenses, including contact lenses
- Non-prescription sunglasses
- Two pairs of glasses instead of bifocals
- Services provided after the date you're no longer covered under the plan, except for vision materials that:
  - Were ordered before coverage ended
  - Are delivered and eligible vision services are provided to you for the ordered materials within 31 days from the date of the order
- Replacement of lost or broken lenses, frames, glasses or contact lenses (except in the next benefit period when you can order new ones)

### Who provides the care

Just as the starting point for coverage under your plan is whether the services and supplies are **eligible vision services**, the foundation for getting covered care is the network. This section tells you about **network providers** and **out-of-network providers**.

### **Network providers**

We have contracted with **vision providers** to provide **eligible vision services** and supplies to you. These **vision providers** make up the network for your plan. For you to receive the network level of benefits you must use **network providers** for **eligible vision services**.

You may select a **network provider** from the **directory** or by logging on to our website at <a href="https://www.aetna.com/">https://www.aetna.com/</a>. You can search our online **directory** for names and locations of **vision providers**.

You will not have to submit claims for treatment received from **network providers**. Your **network provider** will take care of that for you. And we will directly pay the **network provider** for what the plan owes.

We will tell you what we have paid for **eligible vision services** and supplies. We will tell you if you owe any amounts or if any services or supplies are not covered. You can receive this from us by e-mail or through the mail.

### **Out-of-network providers**

You also have access to **out-of-network providers**. This means you can receive **eligible vision services** from an **out-of-network provider**. If you use an **out-of-network provider** to receive **eligible vision services**, you will pay more.

You will have to submit claims for treatment received from out-of-network providers.

### What the plan pays and what you pay

Who pays for your **eligible vision services** – this plan, both of us, or just you? That depends. This section gives the general rule and explains these key terms:

- Your copayments
- Your out-of-network scheduled limits
- Your in-network maximum allowances

We also remind you that sometimes you will be responsible for paying the entire bill - for example, if you get care that is not an **eligible vision service**.

### Special financial responsibility

You are responsible for the entire expense of cancelled or missed appointments.

Neither you nor we are responsible for:

- Charges for which you have no legal obligation to pay
- Charges that would not be made if you did not have coverage

### Where your schedule of benefits fits in

#### How your copayment works

Your **copayment** is the amount you pay for in-network **eligible vision services**. Your schedule of benefits shows you which **copayment** you need to pay for specific **eligible vision services**.

### How your scheduled limit works

This means that the plan reimburses a benefit up to the **scheduled limit** for **eligible vision services** provided by an **out-of-network provider**.

#### How your maximum allowance works

The **maximum allowance** is the most your plan will pay for in-network **eligible vision services** incurred by a covered person. You are responsible for any amounts above the **maximum allowance**.

#### Important note:

See the schedule of benefits for any **copayments**, **maximum allowances**, **scheduled limits**, and visit limits that may apply.

### When you disagree - claim decisions and appeals procedures

In the previous section, we explained how you and we share responsibility for paying for your **eligible vision services**.

When a claim comes in, we review it, make a decision and tell you how you and we will split the expense. We also explain what you can do if you think we got it wrong.

### Claim procedures

You or your **vision provider** are required to send us a claim in writing. You can request a claim form from us. We will review that claim for payment to the **vision provider** or to you as appropriate.

Notice	Requirement	Deadline
Submit a claim	<ul> <li>You should notify and request a claim form from us</li> <li>The claim form will provide instructions on how to complete and where to send the form(s)</li> </ul>	<ul> <li>You must send us notice within 20 days of the loss, or as soon as it's reasonably possible. We will send you a claim form within 15 days of your request.</li> <li>If you are unable to complete a claim form, you may send us:         <ul> <li>A description of services</li> <li>Bill of charges</li> </ul> </li> <li>Any vision documentation you received from your vision provider</li> </ul>
Proof of loss (claim)  When you have received a service from an eligible vision provider, you will be charged.  The information you receive for that service is your proof of loss.	A completed claim form and any additional information required by us	You must send us proof of loss within 90 days of the loss*
Benefit payment	<ul> <li>Written proof must be provided for all benefits</li> <li>If any portion of a claim is contested by us, the uncontested portion of the claim will be paid promptly after the receipt of proof of loss</li> </ul>	Benefits will be paid as soon as the necessary proof to support the claim is received, but in no event longer than 30 business days after the necessary proof is received.

<sup>\*</sup>If you are not able to meet the deadline for filing a claim, your claim will still be accepted if it is filed as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than 2 years after the deadline.

### **Communicating our claim decisions**

The amount of time that we have to tell you about our decision on a claim is shown below.

#### Post-service claim

A post service claim is a claim that involves vision care services you have already received.

Type of notice	Post-service claim
Initial decision by us	30 business days*
Extensions	15 business days
If we request more	30 business days
information	
Time you have to send us	45 days
additional information	

<sup>\*</sup>If we do not pay within 30 business days of receipt:

- A complete claim (after any missing or requested information necessary to process it is received by us)
- The portion of a claim that is neither contested nor denied

We will pay interest at the rate of 10% per year beginning with the first calendar day after the 30 business day period.

#### Adverse benefit determinations

Sometimes we pay only some of the claim. And sometimes we don't pay at all. Any time we don't pay even part of the claim that is an "adverse benefit determination" or "adverse decision". If we make an adverse benefit determination, we will tell you in writing.

### The difference between a complaint and an appeal

#### A complaint

You may not be happy about a **vision provider** or an operational issue, and you may want to complain. You can call or write Member Services. Your complaint should include a description of the issue. You should include copies of any records or documents that you think are important. We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more information to make a decision.

You may also complain directly to the California Department of Insurance. You can contact them by:

- Calling them at 1-800-927-HELP (4357); TDD: 1-800-482-4TDD (4833)
- Writing them at California Department of Insurance, Consumer Services Division, 300 Spring Street, South Tower, Los Angeles, CA 90013
- Accessing their website at <u>www.insurance.ca.gov</u>

#### An appeal

You can ask us to review an adverse benefit determination. This is called an appeal. You can appeal to us verbally or in writing.

#### Appeals of adverse benefit determinations

You can appeal our adverse benefit determination. We will assign your appeal to someone who was not involved in making the original decision. You must file an appeal within 180 calendar days from the time you receive the notice of an adverse benefit determination.

You can appeal by sending a written appeal to the address on the notice of adverse benefit determination. Or you can call Member Services. You need to include:

- Your name
- The policyholder's name
- A copy of the adverse benefit determination
- Your reasons for making the appeal
- Any other information you would like us to consider

Another person may submit an appeal for you, including a **vision provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **vision provider**). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form by contacting us. You can use an authorized representative at any level of appeal.

You can appeal two times under this plan. If you appeal a second time you must present your appeal within 60 calendar days from the date you receive the notice of the first appeal decision.

### **Timeframes for deciding appeals**

The chart below shows a timetable view of the type of notice and how much time we have to tell you about our decision.

Type of notice	Post-service appeal
Initial decision by us	30 days
Extensions	15 days
If we request more	30 days
information	
Time you have to send us	45 days
additional information	

### **Exhaustion of appeals process**

In most situations you must complete the one level of appeal with us before you can take these other actions:

- Contact the California Department of Insurance to request an investigation of a complaint or appeal.
- File a complaint or appeal with the California Department of Insurance.
- Pursue arbitration, litigation or other type of administrative proceeding.

### Recordkeeping

We will keep the records of all complaints and appeals for at least 10 years.

### Fees and expenses

We do not pay any fees or expenses incurred by you when you submit a complaint or appeal.

### When coverage ends

Coverage can end for a number of reasons. This section tells you how and why coverage ends. And when you may still be able to continue coverage.

### When will your coverage end?

Your coverage under this plan will end if:

- This plan is no longer available
- The group policy ends
- You voluntarily stop your coverage
- You are no longer eligible for coverage
- Your employment ends
- You do not pay any required **premium** payment
- We end your coverage
- You become covered under another vision plan offered by your policyholder

### When coverage may continue under the plan

Your coverage under this plan will continue if:

Your employment ends because of illness, injury, sabbatical or other authorized leave as agreed to by the <b>policyholder</b> and us.	If <b>premium</b> payments are made for you, you may be able to continue to coverage under the plan as long as the <b>policyholder</b> and we agree to do so and as described below:  • Your coverage may continue, until stopped by the <b>policyholder</b> , but not beyond 30 months from the start of your absence.
Your employment ends because of a temporary lay-off, temporary leave of absence, sabbatical, or other authorized leave as agreed to by the <b>policyholder</b> and us.	If <b>premium</b> payments are made for you, you may be able to continue to coverage under the plan as long as the <b>policyholder</b> and we agree to do so and as described below:  • Your coverage will not continue after the month in which your absence started.
Your employment ends because:  • Your job has been eliminated  • You have been placed on severance, or  • This plan allows former employees to continue their coverage.	You may be able to continue coverage. See the Special coverage options after your plan coverage ends section.
Your employment ends because of a paid or unpaid medical leave of absence	If <b>premium</b> payments are made for you, you may be able to continue to coverage under the plan as long as the <b>policyholder</b> and we agree to do so and as described below:  • Your coverage may continue until stopped by the <b>policyholder</b> but not beyond 30 months from the start of the absence.

Your employment ends because of a leave of absence that is not a medical leave of absence	If <b>premium</b> payments are made for you, you may be able to continue to coverage under the plan as long as the <b>policyholder</b> and we agree to do so and as described below:  • Your coverage will not continue after the month in which your absence started.
Your employment ends because of a military leave of absence.	If <b>premium</b> payments are made for you, you may be able to continue to coverage under the plan as long as the <b>policyholder</b> and we agree to do so and as described below:  • Your coverage may continue until stopped by the <b>policyholder</b> but not beyond 18 months from the start of the absence.

It is your **policyholder's** responsibility to let us know when your employment ends. The limits above may be extended only if we and the **policyholder** agree in writing to extend them.

### When will coverage end for any dependents?

Coverage for your dependent will end if:

- Your dependent is no longer eligible for coverage.
  - The group policy ends
  - You do not make the required **premium** contribution toward the cost of dependents' coverage.
  - Your coverage ends for any of the reasons listed above

### What happens to your insured dependents if you die?

Coverage for dependents may continue for some time after your death. See the *Special coverage options after* your plan coverage ends section for more information.

### Special coverage options after your plan coverage ends

This section explains options you may have after your coverage ends under this plan. Your individual situation will determine what options you will have.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA) Rights**

The federal COBRA law usually applies to employers of group sizes of 20 or more. It gives employees and most of their covered dependents the right to keep their vision coverage for 18, 29 or 36 months after a qualifying event. The qualifying event is something that happens that results in you losing your coverage.

The qualifying events are:

- Your active employment ends for reasons other than gross misconduct
- Your working hours are reduced
- You divorce or legally separate and are no longer responsible for dependent coverage
- You become entitled to benefits under Medicare
- Your covered dependent children no longer qualify as dependents under the plan
- You die
- You are a retiree eligible for retiree health coverage and your former employer files for bankruptcy.

Talk with your employer if you have questions about COBRA or to enroll.

### **Continuation of coverage for other reasons**

To request an extension of coverage, just call Member Services at the toll-free number on your ID card.

### How can you extend coverage for vision care services and supplies when coverage ends?

If your coverage ends while you are not totally disabled, your plan will cover vision services and supplies for eyeglasses and contact lenses within 30 days after your coverage ends if:

- A complete vision exam was performed in the 30 days before your coverage ended, and the exam included refraction
- The exam resulted in contact or frame lenses being prescribed for the first time, or new contact or frame lenses ordered due to a change in **prescription**

#### How can you extend coverage for your disabled child beyond the plan age limits?

You have the right to extend coverage for your dependent child beyond the plan age limits if your disabled child:

- Is not able to be self-supporting because of mental or physical disability
- Depends mainly (more than 50% of income) on you for support

We will notify you 90 days before your dependent child coverage ends due to the plan age limits. You must send us within 60 days of our notice a request for us to extend coverage. Coverage will continue for the child while we determine if the child is disabled.

The right to coverage will continue only as long as a physician certifies that your child still is disabled.

We may ask you to send proof that your child is disabled after coverage is extended. We won't ask for this proof more than once a year after 2 years from the date you first send us proof. You must send it to us within 31 days of our request. If you don't, we can terminate coverage for your dependent child.

### How can you extend coverage for a child in college on medical leave?

You have the right to extend coverage for your dependent college student who takes a medically necessary leave of absence from school. The right to coverage will be extended until:

- The earlier of one year after the leave of absence begins, or
- The date coverage would otherwise end

To extend coverage the leave of absence must:

- Begin while the dependent child is suffering from a serious illness or injury
- Cause the dependent child to lose status as a full-time student under the plan
- Be certified by the treating physician as medically necessary due to a serious illness or injury

The physician treating your child will be asked to keep us informed of any changes.

### General provisions - other things you should know

### **Administrative provisions**

#### How this booklet-certificate will be interpreted

We prepared this booklet-certificate according to ERISA, and according to other federal and state laws that apply. This booklet-certificate will be interpreted according to these laws.

### How we administer this plan

We apply policies and procedures to administer this plan.

#### Who's responsible to you

We are responsible to you for what our employees and other agents do.

We are not responsible for what is done by your vision providers. They are not our employees or agents.

### **Coverage and services**

### Your coverage can change

Your coverage is defined by the **group policy**. This document may have amendments and riders too. Under certain circumstances, we, the **policyholder** or the law may change your plan. When an emergency or epidemic is declared, we may modify or waive requirements under the plan or your cost share if you are affected. Only we may waive a requirement of your plan. No other person, including the **policyholder** or **vision provider**, can do this.

#### **Financial sanctions exclusions:**

If coverage provided under this booklet-certificate violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for **eligible vision services** if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Assets Control (OFAC). Visit <a href="https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx">https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx</a> to find out more.

#### Legal action

You cannot take any action at law or in equity until 60 days after we receive written proof of loss.

No legal action can be brought to recover payment under any benefit after 3 years from the time written proof of loss is required.

#### **Records of expenses**

You should keep complete records of your expenses. They may be needed for a claim.

Things that would be important to keep are:

- Names of **physicians** and **vision providers** who provide services
- Dates expenses are incurred
- Copies of all bills and receipts.

#### Honest mistakes

You or your **policyholder** may make an honest mistake when you share facts with us. When we learn of the mistake, we may make a fair change in **premium** contribution or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it. All statements made by you or your employer will be deemed representations and not warranties.

### Fraud and intentional deception of a material fact under the terms of coverage

If we learn that you defrauded us or you intentionally misrepresented material facts within the first 24 months of coverage, we can take actions that can have serious effects on your coverage. These include, but are not limited to:

- Loss of coverage, starting on the date the act of fraud or intentional misrepresentation of a material fact happened.
- Loss of coverage, from its effective date in the past. This is called rescission. If we paid claims for your past coverage, we will want the money back.
- Loss of coverage going forward.
- Denial of benefits.
- Recovery of amounts we already paid.

We also may report fraud to criminal authorities.

### Some other money issues

#### **Assignment of benefits**

When you direct us to pay your benefits to someone you name, that's assigning your benefits. When you see a **provider** they will usually bill us directly. When you assign your benefits to your **out-of-network provider**, we will pay them directly. A direction to pay a **provider** is not an assignment of any legal rights.

#### **Recovery of overpayments**

We sometimes pay too much for **eligible vision services** or pay for something that this plan doesn't cover. If we do, we can require the person we paid – you or your **vision provider** – to return what we paid. If we don't do that we have the right to reduce any future benefit payments by the amount we paid by mistake.

#### **Premium contribution**

This plan requires the **policyholder** to make **premium** contribution payments. If payments are made through a payroll deduction with the **policyholder**, the **policyholder** will forward your payment to us. After the grace period ends, we will not pay benefits under this booklet-certificate if **premium** contributions are not made. Any benefit payment denial is subject to our appeals procedure. See the *When you disagree - claim decisions and appeals procedures* section.

### **Payment of premiums**

The first **premium** payment for this policy is due on or before your **effective date of coverage**. Your next **premium** payment will be due the 1<sup>st</sup> of each month ("**premium** due date"). Each **premium** payment is to be paid to us on or before the **premium** due date.

#### Your vision information

We will protect your vision information. We will only use or share it with others as needed for your care and treatment. We will also use and share it to help us process your claims and manage your plan.

You can get a free copy of our Notice of Privacy Practices. Just call Member Services at the toll-free number on your ID card. When you accept coverage under this plan, you agree to let your **vision providers** share your AL HCOC-VisionAVP 02

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information with us. We will need information about your physical and mental condition and care.

### **Glossary**

#### **Aetna®**

Aetna Life Insurance Company, an affiliate, or a third-party vendor under contract with Aetna.

#### **Calendar Year**

A period of 12 months that begins on January 1st and ends on December 31st.

### Copay, copayments

The dollar or percentage amount you pay to a **network provider** for an **eligible vision service**.

#### Cosmetic

Services, drugs or supplies that are primarily intended to alter, improve or enhance your appearance.

#### **Covered benefits**

Eligible vision services that meet the requirements for coverage under the terms of this plan.

### **Directory**

The list of **network providers** for your plan. The most up-to-date **directory** for your plan appears at <a href="https://www.aetna.com/">https://www.aetna.com/</a>. When searching for a **network provider**, you need to make sure that you are searching for providers that participate in your specific plan. **Network providers** may only be considered for certain **Aetna** plans. When searching for network **vision providers**, you need to make sure you are searching under vision plan.

### **Effective date of coverage**

The date your coverage begins under this booklet-certificate as noted in our records.

### **Eligible vision services**

The vision care services and supplies listed in the *Eligible vision services under your plan* section and not listed or limited in the *What your plan doesn't cover – eligible vision service exclusions* section or in the schedule of benefits.

### **Group policy**

The **group policy** consists of several documents taken together. These documents are:

- The group application
- The group policy
- The booklet-certificate(s)
- The schedule of benefits
- Any amendments to the group policy, the booklet-certificate, and the schedule of benefits

#### Maximum allowance

This is the most the plan will pay for an eligible vision service provided by a network provider.

### **Network provider**

A provider listed in the **directory** for your plan or who we otherwise designate as part of the network for your plan.

### **Out-of-network provider**

A provider who is not a **network provider** or who does not appear in the **directory** for your plan.

### **Physician**

A skilled health care professional trained and licensed to practice medicine under the laws of the state where they practice, specifically, doctors of medicine or osteopathy.

### **Policyholder**

An employer or organization who agrees to remit the **premiums** for coverage under the **group policy** payable to **Aetna**. The **policyholder** shall act only as an agent of **Aetna** members in the employer group, and shall not be the agent of **Aetna** for any purpose.

#### Premium

The amount you or your **policyholder** are required to pay to **Aetna** for your coverage.

### **Prescription**

A written order for the dispensing of **prescription** lenses or **prescription** contact lenses by an ophthalmologist or optometrist.

### **Scheduled limit**

This is the most the plan will pay for an eligible vision service provided by an out-of-network provider.

#### **Telemedicine**

A consultation between you and a **physician** or **vision provider** who is performing an **eligible vision service** by means of real time interactive audio-visual technology.

### Vision provider

Any individual legally licensed to provide vision services or supplies.

### **Discount arrangements**

We can offer you discounts on health care related goods or services. Sometimes, other companies provide these discounted goods and services. These companies are called "third-party service providers". These third-party service providers may pay us so that they can offer you their services.

Third-party service providers are independent contractors. The third-party service provider is responsible for the goods and services they deliver. We are not responsible; but we have the right to change or end the arrangements at any time.

These discount arrangements are not insurance. We don't pay the third-party service providers for the services they offer. You are responsible for paying for the discounted goods and services.

### Wellness and other rewards

You may be eligible to earn rewards for completing certain activities that improve your health, coverage, and experience with us. We may encourage you to access certain vision services or categories of **vision providers**, participate in programs, including but not limited to financial wellness programs; utilize tools, improve your health metrics or continue participation as an **Aetna** member through incentives. Talk with your **vision provider** about these and see if they are right for you. We may provide incentives based on your participation and outcomes such as:

- Modifications to copayment amounts
- Merchandise
- Coupons
- Gift cards or debit cards
- Any combination of the above

### **Additional Information Provided by**

### Sares Regis Operating Company, L.P.

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

#### Name of Plan:

Sares Regis Operating Company, L.P. Flexible Benefit

### **Employer Identification Number:**

33-0550001

#### **Plan Number:**

501

### Type of Plan:

Welfare

### Type of Administration:

Group Insurance Policy with:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

#### **Plan Administrator:**

Sares Regis Operating Company, L.P. 3501 Jamboree Road Suite 3000 NT. Newport Beach, CA 92660 Telephone Number: (949) 809-2508

#### **Agent For Service of Legal Process:**

Sares Regis Operating Company, L.P. 3501 Jamboree Road Suite 3000 NT. Newport Beach, CA 92660

Service of legal process may also be made upon the Plan Administrator

#### **End of Plan Year:**

December 31

### **Source of Contributions:**

**Employer and Employee** 

#### **Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by the person designated by the Plan Administrator.

#### **ERISA Rights**

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

#### **Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

#### **Continue Group Health Plan Coverage**

Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan for the rules governing your COBRA continuation coverage rights.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **Confidentiality Notice**

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law. In our health plans, participating network providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

Some of the ways in which personal information is used include claim payment; utilization review and management; medical necessity reviews; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Privacy Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call the toll-free Member Services number on your ID card or visit our Internet site at <a href="https://www.aetna.com">www.aetna.com</a>.

## Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue Health Expense Benefits for you and your eligible dependents.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If Health Expense Benefits has reduction rules applicable by reason of age or retirement, Health Expense Benefits will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class. However, coverage for health expenses may be available to you under another plan sponsored by your Employer.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If Health Expense Benefits terminate because your approved FMLA leave is deemed terminated by your Employer, you may, on the date of such termination, be eligible for Continuation Under Federal Law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If the group contract provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined dependent), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.