# Benefit Booklet

For Participants of the

Blue20/20™

## Exam Plus
## Benefit Plan

BlueCross BlueShield of North Carolina

An Independent Licensee of the Blue Cross and Blue Shield Association

# BENEFIT BOOKLET

This benefit booklet, along with the GROUP CONTRACT, is the legal contract between your EMPLOYER and Blue Cross and Blue Shield of North Carolina. **PLEASE READ YOUR POLICY (THIS BENEFIT BOOKLET) CAREFULLY.**

Blue Cross and Blue Shield of North Carolina agrees to provide benefits to the qualified SUBSCRIBERS and eligible DEPENDENTS who are listed on the Group Enrollment Application and who are accepted in accordance with the provisions of the GROUP CONTRACT entered into between Blue Cross and Blue Shield of North Carolina and the SUBSCRIBER'S EMPLOYER. A summary of benefits, conditions, limitations, and exclusions is set forth in this Benefit Booklet for easy reference.

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.** If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from Blue Cross and Blue Shield of North Carolina.

**Important Cancellation Information: Please Read The Provision In This Benefit Booklet Entitled, "When Coverage Begins And Ends."**

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# WELCOME TO BLUE 20/20

Welcome to Blue Cross and Blue Shield of North Carolina's BLUE 20/20 plan! As a MEMBER of the plan, you will enjoy quality vision care from a large network of PROVIDERS.

## How to Use Your BLUE 20/20 Benefit Booklet

This benefit booklet provides important information about your benefits and can help you understand how to maximize them.

If you are trying to determine whether coverage will be provided for a specific service, you may want to review all of the following:

- "Summary of Benefits" to get an overview of your specific benefits. A general summary of benefits is provided in this booklet.
- "COVERED SERVICES" to get more detailed information about what is covered and what is excluded from coverage
- "What Is Not Covered?" to see general exclusions from coverage.

If you still have questions, you can call Customer Service at the number listed on your ID CARD or in "Who to Contact?"

> As you read this benefit booklet, keep in mind that any word you see in small capital letters (SMALL CAPITAL LETTERS) is a defined term and appears in "Glossary" at the end of this benefit booklet. The terms "we," "us," and "Blue Cross NC" refer to Blue Cross and Blue Shield of North Carolina.

## No Assignment of Benefits

The benefits described in this benefit booklet are provided only for MEMBERS. These benefits, the right to receive payment under this vision plan, and the right to enforce any claim arising under this vision plan cannot be transferred to another person or entity, including PROVIDERS. Blue Cross NC will not recognize any such assignment, and any attempted assignment is void if performed without Blue Cross NC's prior written consent. PROVIDERS are not considered beneficiaries under this vision plan and do not have standing to sue under ERISA. Blue Cross NC may pay a PROVIDER directly or Blue Cross NC may choose to pay the SUBSCRIBER. For example, Blue Cross NC pays IN-NETWORK PROVIDERS directly under applicable contracts with those PROVIDERS. However, any PROVIDER'S right to be paid directly is through such contract with Blue Cross NC, and not through this vision benefit plan. Under this vision benefit plan, Blue Cross NC has the sole right to determine whether payment for services is made to the PROVIDER, to the SUBSCRIBER, or allocated among both. Blue Cross NC's decision to pay a PROVIDER directly in no way reflects or creates any rights of the PROVIDER under this vision benefit plan, including but not limited to benefits, payments or procedures. For more information, please see "Additional Terms of Your Coverage."

You will also want to review the following sections of this benefit booklet:

- "How BLUE 20/20 Works" explains the different coverage levels available to you

- "When Coverage Begins and Ends" tells you, among other things, how you can add DEPENDENTS to your vision plan
- "Need to Appeal Our Decision?" explains the rights available to you when we make a decision and you do not agree.

## WHO TO CONTACT?

| | |
|---|---|
| **Website:**<br>**www.BlueConnectNC.com** | Use this secure website to find a network PROVIDER by location; check benefits, eligibility and claims status; download forms; ask for new ID CARDS; and more. |
| **Customer Service:**<br>1-855-400-3641<br>7:30 a.m.-11 p.m. Eastern Time<br>Monday-Saturday<br>11 a.m.-8 p.m. Eastern Time Sunday | For questions about your benefits, claims or to voice a complaint. |
| **OUT-OF-NETWORK Claims Filing:**<br>BLUE 20/20<br>c/o EyeMed Vision Care<br>Attn: OON Claims<br>P.O. Box 8504<br>Mason, OH 45040-7111 | Mail completed OUT-OF-NETWORK PROVIDER claims along with itemized receipts to this address. |

# HOW BLUE 20/20 WORKS

As a MEMBER of the BLUE 20/20 plan, you will enjoy quality vision care from a large network of PROVIDERS. You also have the freedom to choose PROVIDERS who do not participate in the network – the main difference will be the cost to you. For a list of network PROVIDERS, please visit the website at **www.BlueConnectNC.com** or call the number listed in "Who to Contact?" The list of IN-NETWORK PROVIDERS may change from time to time.

We encourage you to discuss the cost of services with your PROVIDER before receiving them so you will be aware of your total financial responsibility. **You will be required to pay the full cost of services and submit your claim for reimbursement if you receive services from PROVIDERS who are not in the network.**

BLUE 20/20 is not associated with, nor a part of, any medical insurance product that you may have with Blue Cross NC. If you have Blue Cross NC health insurance coverage, you may wish to verify your vision coverage within your health plan in addition to the coverage offered by this plan to better determine how to maximize your vision benefits. Blue Cross NC does not take into account benefit payments from any other plan when determining benefits under your BLUE 20/20 vision plan.

## Carry Your IDENTIFICATION CARD

Your ID CARD identifies you as a BLUE 20/20 MEMBER. Be sure to carry your ID CARD with you and present it when you seek care.

For ID CARD requests, please visit the website at **www.BlueConnectNC.com**

## Making an Appointment

Call the PROVIDER'S office and identify yourself as a BLUE 20/20 MEMBER. If you cannot keep an appointment, call the PROVIDER'S office as soon as possible. Charges for missed appointments, which PROVIDERS may require as part of their routine practice, are not covered.

## How to File a Claim

IN-NETWORK PROVIDERS will file claims for you. Otherwise, you will be responsible for paying the full cost of care at the time of service and submitting your own claim for reimbursement. When you file a claim, mail the completed claim form along with itemized receipts to:

BLUE 20/20
c/o EyeMed Vision Care
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

Mail claims in time to be received within 12 months of the date the service was provided. Claims not received within 12 months from the service date will not be covered, unless the MEMBER can show that it was not reasonably possible for the claim to be submitted during

that time. Claims received after 18 months will not be covered at all, except in the absence of legal capacity of the MEMBER.

You may obtain a claim form by visiting the website at **www.BlueConnectNC.com** or calling Customer Service at the number listed in "Who to Contact?"

# SUMMARY OF BENEFITS

## BLUE 20/20 EXAM PLUS Summary of Benefits

The following chart shows the different benefit levels available for the BLUE 20/20 Exam Plus vision plan. You can view your specific benefits by visiting the website at **www.BlueConnectNC.com** or by calling Customer Service at the number listed in "Who to Contact?"

| Benefit | IN-NETWORK Copayment or Allowance | OUT-OF-NETWORK Reimbursement |
|---|---|---|
| **Routine Eye Exam** | $10 Copayment | PROVIDER'S billed charge or $39, whichever is less |
| Includes one routine eye exam, with dilation as necessary, once every 12 months. | | |
| **Lenses** | | |
| One of the following type of lenses benefit applies once every 12 months. | | |
| **Lenses** | $25 Copayment | PROVIDER'S billed charge or single vision $25, bi-focal $39, tri-focal and lenticular $63, whichever is less |
| **OR** | | |
| **Contact Lenses** | $175 Allowance | PROVIDER'S billed charge, or 80% of your IN-NETWORK Allowance for Contact Lenses, whichever is less |
| Progressive lenses may have additional costs outside your regular vision benefit plan. Contact lenses include both conventional and disposable contact lenses. | | |
| **OR** | | |
| **Medically Required Contact Lenses*** | $0 Copayment | PROVIDER'S billed charge or $200, whichever is less |
| *Subject to eligibility review. See the section titled "Lenses and Frames." | | |
| **Frames** | $175 Allowance | PROVIDER'S billed charge, or 50% of your IN-NETWORK Allowance, whichever is less |

**Allowance amount is for materials only and does not include fittings for contact lenses or follow-up services.** The benefit for contact lenses (conventional, disposable, or medically required) or lenses is available once every 12 months. Additionally, the benefit for frames is available once every 12 or 24 months, depending on the option your EMPLOYER has chosen; see the website at **www.BlueConnectNC.com** for your specific benefits.

As a BLUE 20/20 MEMBER, you may have access to other discounts or options that are outside your regular vision benefit plan. **Any services that are not listed above are outside your regular benefits and can be subject to change from time to time.** Please see "Options Outside Your Regular Benefits" for more information.

The list of IN-NETWORK PROVIDERS may change from time to time. Please verify that your PROVIDER is in the network before receiving care by visiting the website at **www.BlueconnectNC.com** for a list of IN-NETWORK PROVIDERS.

NOTICE:
Your actual expenses for COVERED SERVICES may exceed the stated copayment amount because actual PROVIDER charges may not be used to determine the vision benefit plan's and MEMBER'S payment obligations.

# UNDERSTANDING YOUR SHARE OF THE COST

## Copayments

A copayment is a fixed dollar amount that you must pay for some COVERED SERVICES at the time you receive them. If you see an IN-NETWORK PROVIDER, you are not responsible for additional costs for that service. If you see an OUT-OF-NETWORK PROVIDER, you must pay the PROVIDER in full at the time of service and submit a claim for reimbursement.

## Allowances

An allowance is a set dollar amount that is credited toward the cost of services you receive. If you see an IN-NETWORK PROVIDER, this amount is deducted from the cost of services at the time you receive them. If you see an OUT-OF-NETWORK PROVIDER, you must pay the PROVIDER in full at the time of service and submit a claim for reimbursement. Your reimbursement amount will be the lesser of the amount shown in "Summary of Benefits," or the PROVIDER'S billed charge. **Allowances do not carry over from year to year, and must be used in full at the time of your first service for that item. If you do not use your allowance at the time of service, it will not be available for later use.**

# SERVICES COVERED UNDER YOUR BLUE 20/20 PLAN

Your vision benefits provide coverage for the services listed below, which may be obtained from any PROVIDER. Exclusions and limitations apply to your coverage. See below and also see "What Is Not Covered?"

You may receive information about BLUE 20/20, its services and DOCTORS, including this benefit booklet with a benefit summary, and a directory of IN-NETWORK PROVIDERS.

## Routine Eye Exams

Your vision plan provides coverage for one routine comprehensive spectacle eye examination, including dilation as necessary, once every 12 months.

### Routine Eye Exams Exclusions

- Exams that are not routine or preventive in nature, or are related to specific medical conditions of the eye
- Fitting for contact lenses, glasses or other hardware, unless specifically covered by your vision plan
- Medical or surgical treatment of the eye or its supporting structures
- Eye exams required as a condition of employment
- Diagnostic services that are not part of a routine vision examination.

## Lenses and Frames

Your vision plan also provides an allowance for COVERED SERVICES for routine vision correction including eyeglass frames and hard, soft or disposable contact lenses, as well as a copayment for prescribed lenses for single vision, bifocal or trifocal. This does not include any service covered as a prosthetic appliance. Benefits are limited to an allowance dollar or copayment amount, used once every 12 months for spectacle or contact lenses, and once every 12 or 24 months for frames, depending on the vision plan your EMPLOYER has chosen. See "Summary of Benefits" and the website at **www.BlueConnectNC.com** for your specific benefits.

For certain conditions of the eye, vision correction may not be achievable with standard spectacle lenses, and contact lenses may be required instead. These conditions include:

- Keratoconus where the patient is not correctable to 20/30 in either or both eyes using standard spectacle lenses
- High ametropia exceeding -10D or +10D in spherical equivalent in either eye
- Anisometropia of 3D in spherical equivalent or more
- Vision improvement for patients whose vision can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle lenses.

In the above cases, your BLUE 20/20 plan may cover contact lenses at a richer benefit to you. See "Summary of Benefits" for "Medically Required Contact Lenses." Your PROVIDER must submit verification of these conditions as an addendum to the regular claim form. A copy of the addendum form can be found at **www.BlueConnectNC.com.** All requests for the

richer contact lens benefit are subject to review for eligibility. Claims without verification of one of the above conditions will not be eligible for the richer benefit and will be subject to your regular contact lens benefit.

#### Lenses and Frames Exclusions

- Lost or broken lenses, frames, glasses or contact lenses
- Non-prescription lenses or contact lenses
- Non-prescription sunglasses
- Aniseikonic lenses
- Corrective eyewear required as a condition of employment, including safety eyewear
- Two pairs of glasses instead of bifocals.

# OPTIONS OUTSIDE YOUR REGULAR BENEFITS

As a BLUE 20/20 MEMBER, you have certain options available that are outside of your regular vision benefits. In order to receive these items, MEMBERS must present their ID CARD to an IN-NETWORK PROVIDER at the time of purchase and are fully responsible for all costs. The following are examples of items that may be included:

- Once a comprehensive eye exam has been completed, you are eligible for additional contact lens fitting and follow-up appointments
- Discounts on laser vision correction (Lasik or photorefractive keratectomy (PRK)) from the U.S. Laser Network.
- Discounts for Digital Retinal Imaging.

Blue Cross NC does not provide these items directly, but may arrange these for your convenience. These items are outside your vision plan benefits. Blue Cross NC is not liable for problems resulting from goods and services it does not provide directly, such as goods and services not being provided or being provided negligently. In some cases, a manufacturer may impose a no-discount practice on certain brand name vision materials; in these cases no discount will be available even from an IN-NETWORK PROVIDER. These items may be changed or discontinued from time to time.

# WHAT IS NOT COVERED?

Exclusions for a specific type of service are stated along with the benefit description in "COVERED SERVICES." Exclusions that apply to many services are listed in this section, starting with general exclusions and then the remaining exclusions are listed in alphabetical order. To understand all the exclusions that apply, read "COVERED SERVICES," "Summary of Benefits" and "What Is Not Covered?"

Your vision plan does not cover services, supplies, or charges for:

- Any condition, disease, ailment, injury or diagnostic service to the extent that benefits are provided or persons are eligible for coverage under Title XVIII of the Social Security Act of 1965, including amendments, except as otherwise provided by federal law
- Conditions that federal, state or local law requires to be treated in a public facility
- Any condition, disease, illness or injury that occurs in the course of employment, if the EMPLOYEE, EMPLOYER or carrier is liable or responsible for the specific medical charge (1) according to a final adjudication of the claim under a state's workers' compensation laws, or (2) by an order of a state Industrial Commission or other applicable regulatory agency approving a settlement agreement
- Benefits that are provided by any governmental unit except as required by law
- Services that are ordered by a court that are otherwise excluded from benefits under this vision plan
- Any condition suffered as a result of any act of war or while on active or reserve military duty
- A benefit, drug, service or supply that is not specifically listed as covered in this benefit booklet
- Any benefit, drug, service, supply, test or charge that is duplicative or inclusive to other COVERED SERVICES

In addition, your vision plan does not cover the following:

## A

**Administrative charges** including, but not limited to: charges billed by a PROVIDER, charges for telephone consultations, failure to keep a scheduled visit, completion of claim forms, obtaining medical records, late payments, telephone charges, shipping and handling and taxes

Costs in excess of the **ALLOWED AMOUNT**

## C

**Claims** not submitted within 12 months of the date the charge was INCURRED, except in the absence of legal capacity of the MEMBER.

Services received either before or after the **coverage period** of your vision plan, except when vision materials that were ordered before coverage ended are delivered and services are received within 31 days of that order

## WHAT IS NOT COVERED? *(cont.)*

**D**

Prescription or non-prescription **drugs**

**E**

**EXPERIMENTAL or INVESTIGATIONAL** services including services whose efficacy has not been established or are not recommended as a preventive service by the U.S. Public Health Service, except as specifically covered by your vision plan

**P**

Care or services from a **PROVIDER** who:

- Cannot legally provide or legally charge for the services or services are outside the scope of the PROVIDER'S license or certification
- Provides and bills for services from a licensed professional who is in training
- Is in a MEMBER'S immediate family

**S**

**Services or supplies** that are:

- Not performed by or upon the direction of a DOCTOR or OTHER PROVIDER
- Provided by any other group benefit plan providing for vision care
- Available to a MEMBER without charge.

**V**

The following additional **vision** services:

- Orthoptics, vision training, and low vision aids.

# WHEN COVERAGE BEGINS AND ENDS

EMPLOYEES shall be added to coverage no later than 90 days after their first day of employment. The term "EMPLOYEE" means a nonseasonal person who works full-time, 30 or more hours per week and is otherwise eligible for coverage. Your EMPLOYER may allow eligibility to extend to other persons, such as retirees or part-time EMPLOYEES.

For DEPENDENTS to be covered under this vision plan you must be covered and your DEPENDENT must be one of the following:

- Your spouse under an existing marriage that is legally recognized under any state law
- Your domestic partner, if allowed by your EMPLOYER'S human resources policy, so long as you and your domestic partner have attested to the GROUP ADMINISTRATOR, in writing to the following:

  1. That you and your domestic partner are both mentally competent
  2. That you and your domestic partner are both at least the age of consent for marriage in the state of North Carolina
  3. That you and your domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in North Carolina
  4. That you and your domestic partner are not married to anyone else
  5. That you and your domestic partner are mutually responsible for the cost of basic living expenses as evidenced by joint home ownership, common investments, or some other similar evidence of financial interdependence
  6. That you and your domestic partner live together and intend to do so permanently
  7. That you do not currently have a domestic partner covered under this vision plan
  8. That you have not had a domestic partner covered under this vision plan at any time within the past 12 months before adding this domestic partner unless the previous domestic partnership was terminated by death.

  The conditions listed in 2-8 above must remain true and correct for your domestic partner to remain an eligible DEPENDENT under the terms of this coverage.

- Your, your spouse's, or your domestic partner's (if allowed by your EMPLOYER'S human resources policy) DEPENDENT CHILDREN through the end of the month following their 26th birthday.
- A DEPENDENT CHILD who, in accordance with North Carolina law, is either intellectually or physically disabled and incapable of self-support may continue to be covered under the vision plan regardless of age if the condition exists and coverage is in effect when the child reaches the end of eligibility for DEPENDENT CHILDREN. The disability must be medically certified by the child's DOCTOR and may be verified annually by Blue Cross NC.

## Enrolling in this Vision Plan

It is very important to consider when you apply for coverage and/or add DEPENDENTS. Your EMPLOYER allows you to apply for coverage or make changes to your coverage during your EMPLOYER'S annual enrollment period, which is held once a year. You may also apply for

coverage and/or add DEPENDENTS within a 60-day period following any of the qualifying life events (QLEs) listed below unless otherwise noted. A QLE for one individual within a family qualifies as an event for the MEMBER and all family MEMBERS, regardless of current enrollment. If you do not apply for coverage within 60-days of when you or your DEPENDENTS first become eligible, you will have to wait for a future annual enrollment period. Newly eligible children (newborns, adoptive children, or FOSTER CHILDREN), and children added as a result of a court or administrative order such as a Qualified Medical Child Support Order (QMCSO) are not restricted to this enrollment period.

Also see "Adding or Removing a DEPENDENT." You may also apply for coverage and/or add DEPENDENTS within a 30-day period following any of the QLEs listed below unless otherwise noted. Coverage is effective no later than the first day of the first month following a completed request for enrollment. The following are considered QLEs:

- You or your DEPENDENTS become eligible for coverage under this vision plan
- You get married or obtain a DEPENDENT through birth, adoption, placement in anticipation of adoption, foster care placement of an eligible child or as a result of a court or administrative order.
- You or your DEPENDENTS lose coverage under another health benefit plan, and each of the following conditions is met:
  - you and/or your DEPENDENTS are otherwise eligible for coverage under this health benefit plan, and
  - you and/or your DEPENDENTS were covered under another health benefit plan at the time this coverage was previously offered and declined enrollment due to the other coverage, and
  - you and/or your DEPENDENTS lose coverage under another health benefit plan due to i) the exhaustion of the COBRA continuation period, or ii) the loss of eligibility for that coverage for reasons including, but not limited to, divorce, loss of DEPENDENT status, death of the EMPLOYEE, termination of employment, or reduction in the number of hours of employment, or iii) the termination of the other plan's coverage, or iv) the offered health benefit plan not providing benefits in your service area and no other health benefit plans are available, or v) the termination of EMPLOYER contributions toward the cost of the other plan's coverage, or vi) meeting or exceeding the lifetime benefit maximum, or vii) the discontinuance of the health benefit plan to similarly situated individuals
- You or your DEPENDENTS lose coverage due to eligibility under Medicaid or the Children's Health Insurance Program (CHIP) and apply for coverage under this health benefit plan within 60 days of such coverage loss
- You or your DEPENDENTS become eligible for premium assistance with respect to coverage under this health benefit plan under Medicaid or the Children's Health Insurance Program (CHIP) and apply for coverage under this health benefit plan within 60 days of eligibility.

### Adding or Removing a DEPENDENT

Do you want to add or remove a DEPENDENT? You must notify your GROUP ADMINISTRATOR and fill out any required forms.

For coverage to be effective on the first day of the month following the date the DEPENDENT becomes eligible, your form must be completed within 30 days after the DEPENDENT becomes eligible. However, if you are adding a newborn child, a child placed by court or administrative order, a child legally placed for adoption or a FOSTER CHILD, and adding the DEPENDENT CHILD would not change your coverage type or premiums, the change will be effective on the date the child becomes eligible (the date of birth for a newborn, the date of placement for adoption for adoptive children, or the date of placement of a FOSTER CHILD in your home), as long as your coverage was effective on that date. In these cases, notice is not required by Blue Cross NC within 30 days after the child becomes eligible, but it is important to provide notification as soon as possible.

DEPENDENTS must be removed from coverage when they are no longer eligible, such as when a child is no longer eligible due to age, or when a spouse is no longer eligible due to divorce or death.

### Types of Coverage

These are the types of coverage available:

- EMPLOYEE-only coverage – This vision benefit plan covers only you
- EMPLOYEE + spouse coverage – This vision benefit plan covers you and your spouse (or domestic partner if allowed by your EMPLOYER'S human resources policy)
- EMPLOYEE + child coverage—This vision benefit plan covers you and one DEPENDENT CHILD
- EMPLOYEE + children coverage – This vision benefit plan covers you and your DEPENDENT CHILDREN
- EMPLOYEE + DEPENDENT coverage – This vision benefit plan covers you and either your spouse (or domestic partner if allowed by your EMPLOYER'S human resources policy) or one DEPENDENT CHILD
- EMPLOYEE + spouse + child coverage – This vision benefit plan covers you and your spouse (or domestic partner if allowed by your EMPLOYER'S human resources policy) and one DEPENDENT CHILD
- EMPLOYEE + family coverage – This vision benefit plan covers you, your spouse (or domestic partner if allowed by your EMPLOYER'S human resources policy), and your DEPENDENT CHILDREN.

### Reporting Changes

Have you moved, or changed your name or phone number? If so, contact your GROUP ADMINISTRATOR and fill out any necessary forms. It will help us give you better service if Blue Cross NC is kept informed of these changes.

### Continuation Under Federal Law

Under a federal law known as COBRA, if your EMPLOYER has 20 or more EMPLOYEES, you and your covered DEPENDENTS can elect to continue coverage for up to 18 months by paying applicable fees to the EMPLOYER in the following circumstances:

- Your employment is terminated (unless the termination is the result of gross misconduct)
- Your hours worked are reduced, causing you to be ineligible for coverage.

In addition to their rights above, DEPENDENTS will be able to continue coverage for up to 36 months if their coverage is terminated due to:

- Your death
- Divorce
- Your entitlement to Medicare
- A DEPENDENT CHILD ceasing to be a DEPENDENT under the terms of this coverage.

Children born to or placed for adoption with you during the continuation coverage period are also eligible for the remainder of the continuation period.

Domestic partners and children of the domestic partner are not eligible for COBRA benefits under federal law. All references to DEPENDENTS in this section do not apply to a domestic partner or their children.

If you are a retired EMPLOYEE and your EMPLOYER allows coverage to extend to retirees under this vision plan, and you, your spouse and your DEPENDENTS lose coverage resulting from a bankruptcy proceeding against your EMPLOYER, you may qualify for continuation coverage under COBRA. Contact your GROUP ADMINISTRATOR for conditions and duration of continuation coverage.

In addition, you and/or your DEPENDENTS who are determined by the Social Security Administration to be disabled, may be eligible to extend their 18-month period of continuation coverage, for a total maximum of 29 months. The disability has to have started at some time before the 60th day of continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Notice must be provided to the GROUP ADMINISTRATOR within 60 days of the determination of disability by the Social Security Administration and prior to the end of the original 18-month period of continuation coverage. In addition, notice must be provided to the GROUP ADMINISTRATOR within 30 days after the later of the date of determination that the individual is no longer disabled or the date of the initial notification of this notice requirement.

You or your DEPENDENTS must notify the GROUP ADMINISTRATOR within 60 days of the following QLEs:

- Divorce
- Ineligibility of a DEPENDENT CHILD.

You and/or your DEPENDENTS will be offered continuation coverage within 14 days of the date that the COBRA administrator is notified of one of these events resulting in the termination of

your coverage. Eligible persons have 60 days to elect or reject continuation coverage. Following election, applicable fees must be paid to the COBRA administrator within 45 days.

Continuation coverage will end at the completion of the applicable continuation period or earlier if:

- Your EMPLOYER ceases to provide a vision benefit plan to EMPLOYEES
- The continuing person fails to pay the monthly fee on time
- The continuing person obtains coverage under another group plan
- The continuing person becomes entitled to Medicare after the election of continuation coverage.

If you are covered by this vision plan and called to the uniformed services, as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA), consult your GROUP ADMINISTRATOR. Your GROUP ADMINISTRATOR will advise you about the continuation of coverage and reinstatement of coverage under this vision plan as required under USERRA.

If you have any questions about your COBRA rights or continuation of coverage, please contact your GROUP ADMINISTRATOR.

### Termination of MEMBER Coverage

A MEMBER'S termination shall be effective at 11:59 p.m. on the date that eligibility ends.

**A MEMBER'S coverage will be terminated immediately by Blue Cross NC for the following reasons:**

- Fraud or intentional misrepresentation of a material fact by a MEMBER.
- A MEMBER has been convicted of (or a restraining order has been issued for) communicating threats of harm to Blue Cross NC personnel or property
- A MEMBER permits the use of his or her or any other MEMBER'S ID CARD by any other person not enrolled under this vision plan, or uses another person's ID CARD.

# NEED TO APPEAL OUR DECISION?

Blue Cross NC offers a voluntary appeals process for our MEMBERS. An appeal is another review of your case. If you want to appeal a claims denial or have a GRIEVANCE, you can request that Blue Cross NC review the decision or GRIEVANCE. The process may be requested by the MEMBER or an authorized representative acting on the MEMBER'S behalf with the MEMBER'S written consent. In the event you name an authorized representative, "you" under this section means "you or your authorized representative." Your representative will also receive all notices and benefit determinations from the appeal. You may also ask for, at no charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. Appeals have been delegated to a third-party vendor. Please see below for this contact information. References to Blue Cross NC throughout this section refer to Blue Cross NC or the designee.

## The Appeals Process

Within this process, there are set time frames for filing an appeal and for letting you or your PROVIDER know of the decision. For appeals about a claims denial, the review must be requested in writing, within 180 days of the claim denial (the date listed on your Explanation of Benefits).

Any request for review should include:

- SUBSCRIBER'S ID number
- SUBSCRIBER'S name
- Patient's name
- The applicable claim number or a copy of the Explanation of Benefits
- The nature of the appeal
- Any other information that may be helpful for the review.

To request a form to submit a request for review, visit the website at **www.BlueConnectNC.com** or call Customer Service at the number listed in "Who to Contact?"

Blue Cross NC delegates responsibility for appeals to EyeMed Vision Care, L.L.C. EyeMed Vision Care, L.L.C. is an independent company, separate from Blue Cross NC. All information related to a request for a review through the appeals process should be sent to:

EyeMed Vision Care, L.L.C.
Attn: Quality Assurance Dept.
4000 Luxottica Place
Mason, OH 45040

Blue Cross NC asks that you send all of the written material you feel is necessary to make a decision. EyeMed Vision Care, L.L.C., on behalf of Blue Cross NC, will use the material provided in the request for review, along with other available information, to reach a decision. You will be notified in writing of the decision, within a reasonable time but no later

than 30 days from the date the request was received. You may then request all information that was relevant to the review.

# ADDITIONAL TERMS OF YOUR COVERAGE

## Benefits to Which MEMBERS Are Entitled

The only legally binding benefits are described in this benefit booklet, which is part of the GROUP CONTRACT between Blue Cross NC and your EMPLOYER. The terms of your coverage cannot be changed or waived unless Blue Cross NC agrees in writing to the change.

If a MEMBER resides with a custodial parent or legal guardian who is not the SUBSCRIBER, Blue Cross NC will, at its option, make payment to either the PROVIDER of the services or to the custodial parent or legal guardian for services provided to the MEMBER. If the SUBSCRIBER or custodial parent or legal guardian receives payment, it is his or her responsibility to pay the PROVIDER.

Benefits for COVERED SERVICES specified in this vision plan will be provided only for services and for supplies that are performed or provided by a PROVIDER as specified in this vision plan. Blue Cross NC establishes coverage determination guidelines that specify how services and supplies must be billed in order for payment to be made under this vision plan.

Any amounts paid by Blue Cross NC for noncovered services or that are in excess of the benefit provided under your BLUE 20/20 coverage may be recovered by Blue Cross NC. Blue Cross NC may recover the amounts by deducting from a MEMBER'S future claims payments. This can result in a reduction or elimination of future claims payments. In addition, under certain circumstances, if Blue Cross NC pays the PROVIDER amounts that are your responsibility, such as copayments, Blue Cross NC may collect such amounts directly from you.

Blue Cross NC will recover amounts we have paid for work-related accidents, injuries, or illnesses covered under state workers' compensation laws upon final adjudication of the claim or an order of the applicable state agency approving a settlement agreement. It is the legal obligation of the MEMBER, the EMPLOYER or the workers' compensation insurer (whoever is responsible for payment of the medical expenses) to notify Blue Cross NC in writing that there has been a final adjudication or settlement.

PROVIDERS are independent contractors, and they are solely responsible for injuries and damages to MEMBERS resulting from misconduct or negligence.

## Blue Cross NC's Disclosure of Protected Health Information (PHI)

At Blue Cross NC, we take your privacy seriously. We handle all PHI as required by state and federal laws and regulations and accreditation standards. We have developed a privacy notice that explains our procedures. To obtain a copy of that privacy notice, please visit our website at **www.BlueConnectNC.com**.

## Administrative Discretion

Blue Cross NC has the authority to use its discretion to make reasonable determinations in the administration of coverage. These determinations will be final. Such determinations include decisions concerning eligibility for benefits, coverage of services, care, treatment, or

supplies, and reasonableness of charges. Blue Cross NC medical policies are guides considered by Blue Cross NC when making coverage determinations.

### PROVIDER Reimbursement

Blue Cross NC has contracts with certain PROVIDERS of vision services for the provision of, and payment for, vision services provided to all MEMBERS entitled to benefits. Blue Cross NC's payment to PROVIDERS may be based on an amount other than the billed charges, including without limitation, agreed upon schedule of fees, or other methodology as agreed upon by Blue Cross NC and the PROVIDER. The MEMBER is not entitled to receive any portion of the payments made under the terms of contracts with PROVIDERS.

### Notice of Claim

Blue Cross NC will not be liable for payment of benefits unless proper notice is furnished to Blue Cross NC that COVERED SERVICES have been provided to a MEMBER. If the MEMBER files the claim, written notice must be given to Blue Cross NC within 12 months after the MEMBER incurs the COVERED SERVICE, except in the absence of legal capacity of the MEMBER. The notice must be on an approved claim form and include the data necessary for Blue Cross NC to determine benefits.

### Limitation of Actions

You must complete all of the required steps under the vision benefit plan's administrative claims and appeals procedures. For plans that are subject to ERISA, this means that you must timely file an initial claim (if applicable) and timely file and complete a first level appeal of any ADVERSE BENEFIT DETERMINATION before bringing suit under ERISA. For plans that are not subject to ERISA, this means that you must file and complete a first level appeal before filing a lawsuit. To confirm whether your plan is subject to ERISA, you should contact your GROUP ADMINISTRATOR.

Any lawsuit that you file must be filed within the earlier of (1) within one year after receiving a final ADVERSE BENEFIT DETERMINATION regarding your first level appeal or (2) three years from the date the charge giving rise to the claim is INCURRED (or, if there are no such charges, the date your claim arose). Failure to follow the vision benefit plan's administrative claims and appeals procedures in a timely manner will cause you to lose your right to sue regarding an ADVERSE BENEFIT DETERMINATION and/or to recover benefits. Generally, this means that any claim, action or suit filed in court or in another tribunal will be dismissed.

# SPECIAL PROGRAMS

## Administrative Credits

Blue Cross NC may, from time to time, provide MEMBERS with savings in the form of administrative credits against invoiced premium amount(s) and/or a reduced or waived copayment, deductible and/or coinsurance on designated services in connection with programs designed to reduce medical costs, or to encourage MEMBERS to seek appropriate, high quality, efficient care based on Blue Cross NC criteria.

# GLOSSARY

### ALLOWED AMOUNT

The maximum amount that Blue Cross NC determines is reasonable for COVERED SERVICES provided to a MEMBER. The allowed amount will be the lesser of the PROVIDER'S billed charge or a charge established by Blue Cross NC using a methodology that is applied to comparable PROVIDERS for similar services under a similar vision benefit plan. Some procedures charged separately by the PROVIDER may be combined into one procedure for reimbursement purposes.

### BENEFIT PERIOD

The period of time during which charges for COVERED SERVICES provided to a MEMBER must be INCURRED in order to be eligible for payment by Blue Cross NC. A charge shall be considered INCURRED on the date the service or supply was provided to a MEMBER.

### COVERED SERVICE(S)

A service, drug, supply or equipment specified in this benefit booklet for which MEMBERS are entitled to benefits in accordance with the terms and conditions of this vision plan.

### DEPENDENT

A MEMBER other than the SUBSCRIBER as specified in "When Coverage Begins and Ends."

### DEPENDENT CHILD(REN)

A child, until the end of the month of their 26th birthday, who is either:

a) the SUBSCRIBER'S biological child, stepchild, legally adopted child (or child placed with the SUBSCRIBER and/or spouse (or domestic partner if allowed by the EMPLOYER'S human resources policy) for adoption), FOSTER CHILD, or
b) a child for whom legal guardianship has been awarded to SUBSCRIBER and/or spouse (or domestic partner if allowed by the EMPLOYER'S human resources policy), or
c) a child for whom the SUBSCRIBER and/or spouse (or domestic partner if allowed by the EMPLOYER'S human resources policy) has been required by a court or administrative order to provide coverage. The spouse or children of a dependent child are not considered DEPENDENTS.

### DOCTOR

Includes the following: a doctor of medicine, a doctor of osteopathy licensed to practice medicine by the Board of Medical Examiners in the state of practice, or a doctor of optometry. All of the above must be duly licensed to practice by the state in which any service covered by the contract is performed, regularly charge and collect fees as a personal right, subject to any licensure or regulatory limitation as to location, manner or scope of practice. All services performed must be within the scope of license or certification to be eligible for reimbursement.

**EFFECTIVE DATE**

The date on which coverage for a MEMBER begins, according to "When Coverage Begins and Ends."

**EMPLOYEE**

The person who is eligible for coverage under this vision plan due to employment with the EMPLOYER and who is enrolled for coverage.

**EMPLOYER**

The person or organization that you work for and through which this plan is offered.

**FOSTER CHILDREN**

Children under age 18 i) for whom a guardian has been appointed by a clerk of superior court of any county in North Carolina or ii) whose primary or sole custody has been assigned by a court or administrative order with proper jurisdiction and who are residing with a person appointed as guardian or custodian for so long as the guardian or custodian has assumed the legal obligation for total or partial support of the children with the intent that the children reside with the guardian or custodian on more than a temporary or short-term basis.

**GRIEVANCE**

Grievances include dissatisfaction with our decisions, policies or actions related to the availability, delivery or quality of health care services, or with the contractual relationship between the MEMBER and Blue Cross NC.

**GROUP ADMINISTRATOR**

A representative of the EMPLOYER designated to assist with MEMBER enrollment and provide information to SUBSCRIBERS and MEMBERS concerning the vision plan.

**GROUP CONTRACT**

The agreement between Blue Cross NC and the EMPLOYER. It includes the master group contract, the benefit booklet(s) and any exhibits or endorsements, the group enrollment application and medical questionnaire when applicable.

**IDENTIFICATION CARD (ID CARD)**

The card issued to our MEMBERS upon enrollment which provides group/MEMBER identification numbers, names of the MEMBERS, and key benefit information, phone numbers and addresses.

**INCURRED**

The date on which a MEMBER receives the service, drug, equipment or supply for which a charge is made.

**IN-NETWORK**

Designated as participating in the BLUE 20/20 network. Blue Cross NC's payment for in-network COVERED SERVICES is described in this benefit booklet as in-network benefits or in-network benefit levels.

**IN-NETWORK PROVIDER**

A DOCTOR, PROVIDER, or OTHER PROFESSIONAL PROVIDER of vision services and supplies that has been designated as a BLUE 20/20 PROVIDER by Blue Cross NC.

**INVESTIGATIONAL (EXPERIMENTAL)**

The use of a service or supply including, but not limited to, treatment, procedure, facility, equipment, drug, or device that Blue Cross NC does not recognize as standard medical care of the condition, disease, illness, or injury being treated. The following criteria are the basis for Blue Cross NC's determination that a service or supply is investigational:

a) Services or supplies requiring federal or other governmental body approval, such as drugs and devices that do not have unrestricted market approval from the U.S. Food and Drug Administration (FDA) or final approval from any other governmental regulatory body for use in treatment of a specified condition. Any approval that is granted as an interim step in the regulatory process is not a substitute for final or unrestricted market approval.
b) There is insufficient or inconclusive scientific evidence in peer-reviewed medical literature to permit Blue Cross NC's evaluation of the therapeutic value of the service or supply
c) There is inconclusive evidence that the service or supply has a beneficial effect on health outcomes
d) The service or supply under consideration is not as beneficial as any established alternatives
e) There is insufficient information or inconclusive scientific evidence that, when utilized in a non-investigational setting, the service or supply has a beneficial effect on health outcomes and is as beneficial as any established alternatives.

If a service or supply meets one or more of the criteria, it is deemed investigational. Determinations are made solely by Blue Cross NC after independent review of scientific data. Opinions of experts in a particular field and/or opinions and assessments of nationally recognized review organizations may also be considered by Blue Cross NC but are not determinative or conclusive.

**MEMBER**

A SUBSCRIBER or DEPENDENT, who is currently enrolled in this vision plan and for whom premium is paid.

**OTHER PROFESSIONAL PROVIDER**

A person or entity other than a DOCTOR who is accredited and licensed or certified in the state where located to provide COVERED SERVICES and which is acceptable to Blue Cross NC. All

services performed must be within the scope of license or certification to be eligible for reimbursement.

**OUT-OF-NETWORK**

Not designated as participating in the BLUE 20/20 network, and not certified in advance by Blue Cross NC to be considered as IN-NETWORK. Our payment for out-of-network COVERED SERVICES is described in this benefit booklet as out-of-network benefits or out-of-network benefit levels.

**OUT-OF-NETWORK PROVIDER**

A PROVIDER that has not been designated as a BLUE 20/20 PROVIDER by Blue Cross NC.

**PROVIDER**

An individual or entity, accredited, licensed or certified where required in the state of practice, performing within the scope of license or certification. All services performed must be within the scope of license or certification to be eligible for reimbursement.

**SUBSCRIBER**

The person who is eligible for coverage under this vision plan due to employment and who is enrolled for coverage.

Blue Cross and Blue Shield of North Carolina (Blue Cross NC) provides free aids to service people with disabilities as well as free language services for people whose primary language is not English.  Please contact the Customer Service number on the back of your ID card for assistance.

Blue Cross and Blue Shield of North Carolina (Blue Cross NC) proporciona asistencia gratuita a las personas con discapacidades, así como servicios lingüísticos gratuitos para las personas cuyo idioma principal no es el inglés.  Comuníquese con el número para servicio al cliente que aparece en el reverso de su tarjeta del seguro para obtener ayuda.