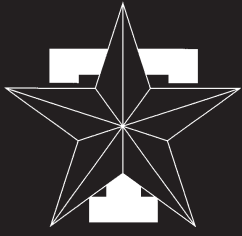




The Texas A&M University System

# Your A&M System Vision Plan

*Updated* September 2008



## INTRODUCTION

*The Texas A&M University System provides vision benefits to help you pay for vision care and supplies for yourself and your family.*

**R**egular eyecare and the ability to afford needed corrective lenses is important to you and your family.

That's why the A&M System provides a Vision plan. Through the plan, you can ensure that you and your family always have access to good vision care and supplies.

The Vision plan covers annual eye exams so vision problems can be identified and corrected early. The plan also helps pay the cost of needed eyeglasses, contact lenses and some elective eye surgeries.

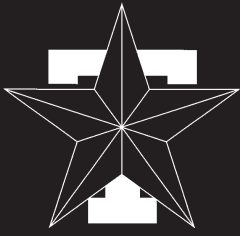
You pay the cost of this coverage. Your premiums may be paid on a before-tax basis.

This booklet provides a summary of your vision coverage in everyday language. Most of your questions can be answered by referring to this booklet.

Further plan details are included in the contract between The Texas A&M University System and UnitedHealthcare Vision, the Vision carrier.

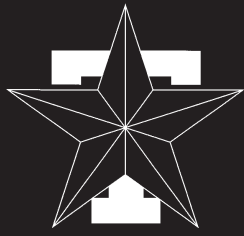
This booklet is neither a contract of current or future employment nor a guarantee of payment of benefits. The A&M System reserves the right to change or end the benefits described in this booklet at any time for any reason.

Clerical or enrollment errors do not obligate the plan to pay benefits. Errors, when discovered, will be corrected according to the provisions of the plan description and published procedures of the A&M System.



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## PARTICIPATION

*All full-time and many part-time employees and retirees and their eligible dependents are eligible for Vision coverage. Coverage can begin on your first day of work.*

**Y**ou and your dependents are eligible to participate in the Vision plan if you:

- ☆ are eligible to participate in the Teacher Retirement System of Texas (TRS) or Optional Retirement Program (ORP), and
- ☆ work at least 50% time for at least 4½ months.

You and your dependents are also eligible if you are a graduate student employee who works at least 50% time for at least 4½ months or if you are a postdoctoral fellow. To be eligible for coverage as a retiree, you must meet the criteria listed in the chart on the following page.

Eligibility for this plan is subject to change by the A&M System or the Texas Legislature.

### ELIGIBLE DEPENDENTS

You may choose to cover any or all of your eligible dependents. Dependents eligible for coverage include:

- ☆ your spouse, and
- ☆ your unmarried, dependent children younger than 25.

Children include:

- ☆ a natural child,
- ☆ an adopted child,
- ☆ a stepchild who has a regular parent/child relationship with you,
- ☆ a foster child under a legally supervised foster care program,
- ☆ a child for whom you are the legal guardian or legal managing conservator,
- ☆ a grandchild who lives with you, and
- ☆ a dependent for whom you have received a court order to provide coverage.

You may be asked to provide legal papers to verify your relationship to a child who is not your natural child (for example, court documentation of guardianship).

Coverage for a child may continue beyond age 25 only if the child is mentally or physically unable to earn a living and is dependent on you for support. You must notify your Human Resources office of the child's disability before the child's 25th birthday. This will allow time for you to obtain and complete the necessary forms for coverage to continue. Periodically, you may be required to provide evidence of the child's continuing disability and your support.

### ENROLLING IN THE PLAN

Coverage for you and your dependents can take effect either on your hire date or on your employer contribution

eligibility date (the first of the month after your 90th day of employment) if you enroll on or before your hire date.

If you enroll after your hire date but during your 60-day enrollment period, your coverage can take effect either on the first of the following month or on your employer contribution eligibility date. You may also choose to have your Vision coverage begin before your employer contribution eligibility date, but have your dependents' coverage begin on your employer contribution

eligibility date.

If you do not enroll yourself or a dependent during your enrollment period, you must wait until the next Annual Enrollment period (coverage effective Sept. 1) to enroll. Likewise, if you gain a new dependent, you must enroll that dependent within 60 days or wait until the next Annual Enrollment period.

You must be actively at work on the day your coverage begins. If you are not, coverage will be delayed until you return to work.

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## RETIREE ELIGIBILITY

If you were retired from or employed in a benefits-eligible position with the A&M System on Aug. 31, 2003, you are eligible for Vision coverage as a retiree when:

- ☆ you are at least age 55 and have at least 5 years of service credit, or your age plus years of service equal at least 80, or you have at least 30 years of service, and
- ☆ you have 3 years of service with the A&M System, and
- ☆ the A&M System is your last state employer.

If you left A&M System employment before Sept. 1, 2003, but you met the above criteria as of Aug. 31, 2003, you qualify for retiree benefit coverage under these criteria.

If you are in TRS and you retire after Aug. 31, 2003, you must also provide documentation that you are receiving or have applied to receive your TRS annuity payments.

If you were hired by the A&M System in a benefits-eligible position after Aug. 31, 2003, or if you left A&M System employment before Aug. 31, 2003, and did not meet the criteria listed at left as of Aug. 31, 2003, you are eligible for Vision coverage as a retiree when:

- ☆ you are at least age 65 and have at least 10 years of service credit, or your age plus years of service equal at least 80 and you have 10 years of service credit, and
- ☆ you have 10 years of service with the A&M System, and
- ☆ the A&M System is your last state employer.

If you are in TRS, you must also provide documentation that you are receiving or have applied to receive your TRS annuity payments.

## FORMER EMPLOYEES

You are eligible for coverage as a retiree if you are a former employee who meets the eligibility criteria listed on the previous page.

You may apply for coverage within 60 days of meeting this criteria or within 60 days of leaving a TRS-eligible position with another state employer after meeting the eligibility criteria. In these cases, you may opt to have your coverage become effective on the first of the month following the date the Human Resources office receives your application or on your employer contribution eligibility date (the first of the month that falls at least 90 days after the Human Resources office receives your application).

If you do not enroll on one of these dates, you may enroll during a later Annual Enrollment period. In that case, you can choose to have your coverage become effective on the next Sept. 1 or Dec. 1.

## YOUR OPTIONS

You have a choice of four levels of coverage:

- ☆ employee/retiree only,
- ☆ employee/retiree and spouse,
- ☆ employee/retiree and children, or
- ☆ employee/retiree and family (spouse and children).

## CHANGING YOUR COVERAGE

You can enroll in or drop Vision coverage only during Annual Enrollment (changes effective Sept. 1). However, you can add or drop dependents within 60 days of a Change in

Status if the dependents are affected by the change.

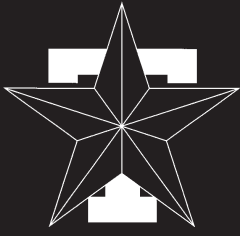
A Change in Status includes:

- ☆ Employee's marriage or divorce or death of employee's spouse
- ☆ Birth, adoption or death of a dependent child
- ☆ Change in employee's, spouse's or dependent child's employment status that affects benefit eligibility, such as leave without pay
- ☆ Child becoming ineligible for coverage due to reaching age 25 or marrying
- ☆ Changes in the employee's, spouse's or a dependent child's residence that would affect eligibility for coverage
- ☆ Changes made by a spouse or dependent child during his/her annual enrollment period with another employer
- ☆ The employee, spouse or dependent child becoming eligible or ineligible for Medicare or Medicaid
- ☆ Significant employer- or carrier-initiated changes in or cancellation of the employee's, spouse's or dependent child's coverage

A divorce is considered official when the trial court announces its decision in open court or by written memorandum filed with the clerk. You must provide documentation to drop your divorced spouse.

## BENEFIT REFERENCE CARD

The Welcome letter you receive when you enroll in the plan has a punch-out wallet-size Vision Benefit Reference Card. This replaces the personalized ID card that many plans have.



## COVERAGE COST

*You pay the cost of Vision coverage. You can pay your premiums on a before-tax basis.*

**Y**ou must pay premiums for Vision coverage. If coverage for you or your dependents begins in the middle of a month, you must pay the premium for the entire month.

Through the Pretax Premiums Plan, premiums for you and your spouse will automatically be deducted from your paycheck on a before-tax basis. This means you never pay federal income tax or Social Security tax on the money you pay for your Vision coverage.

When you pay premiums on a before-tax basis, your taxable income is reduced. This may mean that your eventual Social Security benefit could be reduced. However, the reduction is quite small. Your base pay, for purposes of pay increases and benefits based on pay, is not reduced.

If you participate, your spouse's premiums will be deducted on a pretax basis as well. Your dependent children's premiums can also be deducted pretax if you certify each year that at least one of your covered dependent children meets one of the following criteria:

- ☆ The child is 18 or younger on Dec. 31 of that year.
- ☆ If the child is older than 18 but younger than 24 on Dec. 31 of that

year and is a full-time student, he/she must provide less than half of his/her own financial support. You or someone else provides the rest.

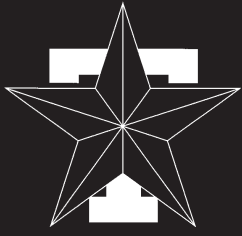
- ☆ If the child is older than 18 on Dec. 31 of that year and not a student, or if the child is age 24 and a full-time student, he/she must receive more than half of his/her financial support from you.

If you would prefer to have your premiums paid after taxes have been deducted, contact your Human Resources office for a Benefit Change Form or download it from the System Benefits Administration web site, located at [tamus.edu/benefits](http://tamus.edu/benefits).

You may change to or from before-tax premiums only during Annual Enrollment each year (effective Sept. 1) or when you have a Change in Status, as described on page 5.

If you are retired, you are not eligible for before-tax premiums unless you are re-employed by the A&M System and pay for Vision coverage through payroll deduction.

If you do not enroll in an A&M System health plan but certify that you have other health coverage, you can receive one-half of the employee-only employer contribution to pay for other coverages. You may apply this toward your Vision premiums.



## COVERED VISION EXPENSES

*The Vision plan covers eye exams and corrective lenses. The plan pays higher benefits if you use a network provider.*

Your Vision plan pays most of the cost for eye exams and corrective lenses at network providers and some of the cost at non-network providers. In addition, the plan provides a discount on some supplies and vision surgeries.

You may get information on network providers at the UnitedHealthcare Vision web site, [www.myuhcvision.com](http://www.myuhcvision.com) (your A&M System UIN is your unique identification number for UnitedHealthcare Vision), or by calling UnitedHealthcare's Visions provider locator number, (800) 839-3242, or UnitedHealthcare Vision customer service, (800) 638-3120. You can use any provider in the United States.

### EYE EXAMS

You pay a \$10 copayment and the plan pays all remaining costs for annual routine eye exams for yourself and each covered family member, if you use a network ophthalmologist or optometrist.

If you use a non-network provider, you pay all costs directly to the non-network provider and submit a claim for reimbursement. The plan will reimburse you for up to \$45 for a routine eye exam by an ophthalmologist or optometrist.

You pay the full cost at any provider if you have more than one eye exam in

a plan year (Sept. 1-Aug. 31).

Elements of a comprehensive eye exam that will be covered are:

- ☆ case history of patient,
- ☆ examination for eye pathology and abnormalities,
- ☆ visual analysis (refraction),
- ☆ diagnosis and prescription, and
- ☆ visual skill testing.

### DILATION

Not all vision providers perform dilation as a part of their routine eye exam. Dilation is a covered service only if it is a part of the provider's routine eye exam. If you request dilation be performed by a provider who does not do so as part of their routine exam, you will be responsible for the dilation expense. Ask your vision provider, when you make your appointment, what services are included in the routine eye exam.

### EYEGASSES

You pay \$25 to a network provider and the plan pays the remaining cost for standard lenses and a frame. Frame cost is limited to \$130 at a network retail chain pharmacy and a \$50 wholesale price at a network private provider, which is a retail value of about \$120 to \$150. The plan covers one pair of standard lenses each plan year and one frame every other plan year.

If you use a non-network provider, you pay all costs for lenses and frames directly to the non-network provider and submit a claim for reimbursement. The plan will pay up to \$50 to \$80, depending on the

## SUMMARY OF PLAN BENEFITS

|  | <b>Network</b>   | <b>Non-Network</b>                                       |
|--|--|--|
| <b>Eye exam once every plan year</b>   | You pay \$10<br>Plan pays the rest                                       | Plan pays up to \$45                                     |
| <b>Supplies</b>  |  |  |
| Eyeglass frames*<br>One every other plan year  | You pay \$25<br>Plan pays the rest for most frames                       | Plan pays up to \$50                                     |
| Eyeglass lenses*<br>One pair every plan year<br>Single vision, bifocal, trifocal, lenticular | You pay \$25<br>Plan pays the rest                                       | Plan pays \$50 to \$80 depending on the type of lenses   |
| Elective lens enhancements   | Discounted   | No benefits  |
| Standard/disposable or medically necessary** contact lenses***                               |  |  |
| One set every plan year  | You pay \$25<br>Plan pays the rest                                       | Plan pays up to \$210 for medically necessary** contacts |
| All other contact lenses***  |  |  |
| One set every plan year  | Plan pays up to \$150  | Plan pays up to \$150 for all contacts                   |
| <b>Covered refractive surgery</b>  | 15% off the reasonable and customary cost or 5% off the promotional cost | No benefits  |

In all cases, you pay remaining costs after the plan pays its maximum benefit.

\*When you buy frames and lenses together, you pay one \$25 copayment.

\*\*See page 9 for a definition of medically necessary.

\*\*\*The contact lens benefit replaces the eyeglass frame and lenses benefit. The plan will cover one or the other in any plan year, but not both.

type of lens, for one pair of standard lenses every plan year and up to \$50 for one frame every other plan year.

The network and non-network plan benefits described above apply only to standard single vision, bifocal, trifocal and lenticular lenses. This includes standard scratch-resistant coating, polycarbonate lenses, basic progressive lenses, tints and ultraviolet coating. Options such as high-end progressive lenses and anti-reflective coating may be available at a discount. Contact UnitedHealthcare Vision at (800) 638-3120 for information or ask your eyewear provider.

## CONTACT LENSES

The plan pays benefits for contact lenses in lieu of the eyeglass benefit. In other words, the plan will cover either contact lenses or eyeglass lenses and a frame during a plan year, but not both.

The plan differentiates between elective contact lenses, which are used only to correct vision, and medically necessary contacts, which are prescribed by an eye doctor:

- ☆ for post-cataract surgery without intraocular lens,
- ☆ when visual acuity cannot be corrected to better than 20/70 in the better eye except through use of contact lenses,
- ☆ for anisometropia of 3.5 diopters or more, or
- ☆ for keratoconus or irregular astigmatism.

The provider determines whether lenses are medically necessary. Your

provider should contact UnitedHealthcare Vision to determine the reimbursement amount before you purchase your contacts.

The plan pays the full cost, after the \$25 copayment, for medically necessary or standard contact lenses once every plan year at a network provider. Standard contact lenses may vary by provider and include up to six boxes of disposable lenses, depending on the prescription.

The plan will pay up to \$150 at a network provider for elective, non-standard contact lenses once every plan year. You pay all remaining costs. Nonstandard lenses include toric, gas permeable and bifocal contacts. This benefit is applied to the fitting and evaluation fees as well as the purchase of the contacts.

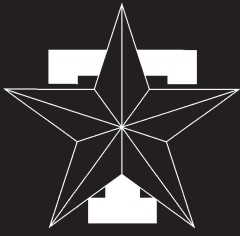
The plan will pay up to \$210 at a non-network provider for medically necessary contact lenses and up to \$150 for elective lenses. You pay all remaining costs.

## SURGERY DISCOUNTS

You will receive a 15% discount off the reasonable and customary cost or 5% off the promotional cost, whichever discount is greater, for refractive surgery from a participating provider. To find a participating provider, visit [www.myuhcvision.com](http://www.myuhcvision.com).

## KEEPING TRACK

You can check your eligibility and current use of your plan benefits by calling Member Services toll free at (800) 638-3120 or logging on to [www.myuhcvision.com](http://www.myuhcvision.com). Your A&M System UIN is your unique identification number for logging onto the UnitedHealthcare Vision web site.



## VISION EXPENSES NOT COVERED

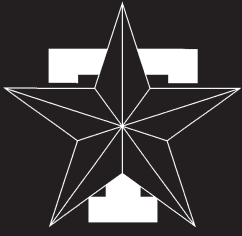
*Charges for nonprescription sunglasses, treatment of eye diseases and certain other items are not covered by the vision plan.*

While most vision expenses are covered by this plan, some vision expenses, including many that are cosmetic or elective, are not covered. Most of these are listed below.

If you cannot find a specific expense listed in this section or in the list of covered expenses beginning on page 7, call UnitedHealthcare Vision, (800) 638-3120.

Expenses that are not covered include, but are not limited to:

- ☆ orthoptics or vision training and any associated supplemental testing,
  - ☆ frame cases,
  - ☆ low (subnormal) vision aids,
  - ☆ eye exams required by the employer as a condition for employment,
  - ☆ medical or surgical treatment for eye disease that requires the services of a physician,
  - ☆ services or materials covered by workers' compensation or similar employer liability law,
  - ☆ services or material that you can obtain without cost from any governmental organization or program,
  - ☆ expenses reimbursed by your medical insurance or another vision plan, and
  - ☆ Other services and materials that are not specifically listed on pages 7-9 as covered by the plan.
- ☆ replacement frames and/or lenses, except at normal intervals when services are otherwise available,
  - ☆ nonprescription items, including nonprescription sunglasses,
  - ☆ cosmetic extras, such as contact lenses prescribed solely to change eye color,



## FILING CLAIMS

*You do not file a claim if you use a network provider. You must file a claim if you use a non-network provider.*

Whether you need to file a claim depends on whether you use a network or non-network provider.

If you use a network provider, you simply identify yourself as a member of the UnitedHealthcare Vision plan and pay your copayment or share of the cost.

You can show your UnitedHealthcare Vision Benefit Reference Card and give the provider your name, employer name and Universal Identification Number (UIN). The provider will call UnitedHealthcare Vision to verify your eligibility.

If you use a non-network provider, you will pay the full bill for services and supplies and then submit your original itemized receipt, your UIN and the patient's name and birthdate to:

UnitedHealthcare Vision Claims Dept.  
P.O. Box 30978  
Salt Lake City, UT 84130

Be sure to keep a copy of your claim for your records. Receipts for services and materials purchased on different dates must be submitted together to receive reimbursement and must be submitted within 12 months of the date you received the service.

You will be reimbursed according to

the schedule of allowances for non-network providers (see page 8).

You may call UnitedHealthcare's Vision's Member Services Department at (800) 638-3120 before receiving services or supplies from a non-network provider. This will allow you to confirm your eligibility for benefits and the reimbursement amount for the services and materials you expect to receive.

### HOW TO APPEAL A CLAIM

If your claim for benefits is denied in whole or in part, UnitedHealthcare Vision, the claims administrator, will notify you in writing within 90 days after your claim form was filed. If you receive no notice on your claim within 90 days, you should assume your claim was denied. In special circumstances, UnitedHealthcare Vision may need an additional 90 days to give you a decision on your claim, but you will be notified of the delay, the reason for it and the expected date for a decision.

The written notice of claim denial will be written in an understandable manner, give specific reasons for the denial and reference the specific plan provisions on which the denial is based. It will also describe any additional material you must submit and why that information is needed and explain the plan's claim review procedures.

Within 180 days of receiving written notice of a claim denial, you or your authorized representative may submit a written request for reconsideration to

UnitedHealthcare Vision at:

UnitedHealthcare Vision Appeals  
Claims Department  
P.O. Box 30978  
Salt Lake City, UT 84130

Be sure to include the patient's name, covered person's employer policy number, date of service or purchase, provider's name and contact information, and a statement on why you believe the claim should not have been denied. You also may submit any data, questions or comments you think are appropriate. You may review or get copies of any pertinent plan documents or records from UnitedHealthcare Vision. Your appeal will be reviewed by UnitedHealthcare Vision.

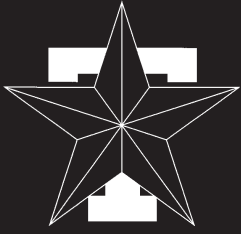
A decision on the appeal will be made by UnitedHealthcare Vision within 60 days after receipt of your request for review unless special cir-

cumstances require additional time. In no event will a decision be made more than 120 days after receipt of your request.

The decision based on the review will be in writing and will include the specific reasons for the decision as well as specific references to the appropriate plan provisions on which the decision is based. You may request an explanation of the scientific or clinical basis for any denial based on treatment not being medically necessary or being experimental.

You may also contact the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Phone: (800) 252-3439



## COORDINATION OF BENEFITS

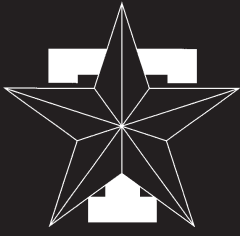
### *Your Vision benefits coordinate with other vision benefits you have.*

**Y**ou may have vision coverage available through your health plan or another vision program.

If you receive coverage for an eye exam through your health plan or another vision plan, you can also submit a claim for your copayment or coinsurance amount to UnitedHealthcare Vision and UnitedHealthcare Vision will reimburse you for your out-of-pocket cost, up to \$45.

You also may use benefits from UnitedHealthcare Vision for some services or supplies during a plan year and benefits from another plan for other services and supplies during the same plan year. For example, you may use your health coverage to provide benefits for a vision exam and then use the UnitedHealthcare Vision benefits to buy new eyeglasses or contact lenses as a result of the exam.

You may also use other health or vision benefits to cover exams or supplies that you need more frequently than UnitedHealthcare Vision allows. For example, if you want to have your eyes examined twice during a plan year, you can receive UnitedHealthcare Vision benefits for one exam and use other health or vision coverage for the second exam.



## WHEN COVERAGE ENDS

*In most cases, coverage ends on the last day of the month in which your employment ends. You can continue your coverage under COBRA for a limited time.*

**Y**our coverage will end on the earliest of the following dates:

- ☆ the last day of the month in which your employment ends or you become ineligible for coverage,
- ☆ the last day of the last month for which you pay your full premium,
- ☆ the last day of the plan year if you elect during Annual Enrollment not to continue coverage, or
- ☆ the day this plan ends.

Coverage for your dependents ends on the earliest of the following dates:

- ☆ the day your coverage ends,
- ☆ the last day of the month in which the dependent stops meeting the eligibility requirements,
- ☆ the last day of the month for which you pay your full premium for dependent vision coverage,
- ☆ the last day of the plan year if you elect during Annual Enrollment not to continue dependent vision coverage,
- ☆ the last day of the month in which you elect to drop dependent coverage due to a Change in Status (see page 5), or

- ☆ the day the plan stops offering dependent coverage.

## WHEN COVERAGE IS EXTENDED

In some cases, your coverage can be extended due to changes in your System employment.

***Approved Leave of Absence:*** If you take a paid leave, your coverage can continue and your premiums will continue to be deducted from your pay.

If your leave is unpaid, you may make arrangements to pay your premiums.

Should you drop coverage while on an unpaid leave, your coverage will automatically be reinstated when you return to work regardless of the plan year. You have 60 days after your return to change your election.

***Family or Medical Leave:*** If you take an unpaid leave of absence, any employer contribution toward your vision coverage normally will end. However, if you take a family or medical leave under the Family and Medical Leave Act, the employer contribution toward your coverage will continue for up to 12 weeks.

If you do not pay your share, if any, of the premiums for coverage while on a family or medical leave, your dependents' coverage will be dropped and, if the employer contribution does not

fully cover premiums for your coverage, your coverage will be dropped.

Your coverage will be automatically reinstated when you return, and you have 60 days after your return to change your election.

**Total Disability:** If you become disabled while covered by the Vision plan, your coverage will continue, if you continue to pay any premiums, while you are on sick leave or vacation. You can also continue coverage by paying the premiums while you are on leave without pay or workers' compensation leave, but you will not receive any employer contribution.

If you qualify for disability retirement as defined by TRS, regardless of whether you participate in TRS, you may continue benefits for a period as described below. These rules are subject to change by the Texas Legislature.

If you were employed in a benefit-eligible position with the A&M System on Aug. 31, 2003:

- ☆ and you have *at least 10 years* of TRS, ORP or ERS service credit and three years of A&M System service, you can keep your A&M System insurance coverages and the employer contribution indefinitely as a disability retiree.
- ☆ and you have *less than 10 years* of TRS, ORP or ERS service credit but three years of A&M System service, you can keep your coverages and employer contribution for

the number of months equal to your months of service credit.

The above rules apply if you were on an approved leave on Aug. 31, 2003, and if you were employed in a benefit-eligible position with the A&M System on Aug. 31, 2003, later left employment and then return to A&M System employment.

If you were *not* in a benefit-eligible position with the A&M System on Aug. 31, 2003:

- ☆ and you have *at least 10 years* of TRS, ORP or ERS service credit and 10 years of A&M System service, you can keep your A&M System insurance coverages and the employer contribution indefinitely as a disability retiree.
- ☆ and you have *less than 10 years* of TRS, ORP or ERS service credit but at least 10 years of A&M System service, you can keep your coverages and employer contribution for the number of months equal to your months of service credit.

In all cases, a physician's certification of disability may be required periodically, but no more than once a year. Your Vision coverage and employer contribution will end when you are no longer disabled, unless you return to work or meet the requirements for retiree insurance coverage.

If you don't qualify for disability retirement, you may continue benefits under COBRA for 18 months. You are

not eligible for the employer contribution. You may be able to continue COBRA coverage for 11 months beyond the initial COBRA period if you are approved for Social Security disability benefits while on COBRA.

**Retirement:** You may continue Vision coverage or enroll during any Annual Enrollment period if you meet the requirements for retirement outlined on pages 3 and 4.

**Survivors:** If your dependents were covered at the time of your death, your spouse can continue coverage indefinitely and your children can continue coverage until they no longer meet the dependent requirements if:

- ☆ you were any age and had at least five years of TRS or ORP creditable service, including at least three years of service with the A&M System, and your last state employment was with the A&M System,
- ☆ your age and service combined totals at least 80 years,
- ☆ you were any age and had at least 30 years of service, or
- ☆ you were a retiree of the A&M System.

Your dependents must pay to continue coverage.

If your dependents do not qualify under this provision to continue coverage, they

may qualify for COBRA coverage as explained later in this section.

**Part-Time Employee:** If your budgeted employment is reduced to less than 50% time after you have been covered by this plan for at least 4½ continuous months, you can continue your Vision coverage.

## COBRA COVERAGE CONTINUATION

In some cases, you, your spouse (including a former spouse) and your children have the option to extend coverage beyond the time it would normally end by paying the full cost of coverage. The chart on page 17 describes these cases.

If, in anticipation of a divorce, you drop your spouse's vision coverage during Annual Enrollment or due to a change in status, under certain circumstances your spouse will be offered COBRA continuation coverage from the date of the divorce if you or your ex-spouse notifies your Human Resources office of the divorce. Coverage will not be available for the time between the date you first dropped your spouse's coverage and the divorce date.

You must notify the A&M System when you or family members experience certain events that would cause coverage to end. In other cases, you will not have to provide notification. See the chart on page 18 for notification, election and payment deadlines.

*Failure to meet these deadlines will cause you or your dependents to lose your right to continue Vision coverage.*

After you notify the A&M System of an event or after an event not requiring notification, the A&M System will send enrollment forms within 14 days directly to the person eligible for extended coverage. Included with the enrollment forms will be information about rights to extended coverage and the costs of this coverage.

You and/or your dependents then must

make your election and pay premiums within the times outlined in the chart on page 18. Thereafter, premiums for continuing coverage must be paid by the date specified by the A&M System.

To continue coverage, you and/or your covered family members must pay the full premium plus an additional 2% to cover administrative costs. The cost of coverage will be approximately 50% higher during the final 11 months of COBRA coverage due to a Social Security-eligible disability if the

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## COBRA QUALIFYING EVENTS AND CONTINUATION PERIODS

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IF...

THEN . . .

---

Your employment ends for any reason (other than gross misconduct)...

or

You go on leave without pay...

or

Your hours are reduced so that you are no longer eligible...

Coverage for you and/or your covered family members can be extended for up to 18 months.

---

You die...

or

You divorce or legally separate...

Coverage for your covered family members can be extended for up to 36 months.

---

Your covered child no longer qualifies for coverage...

Coverage for the child can be extended for up to 36 months.

---

You elect extended coverage due to employment termination, leave without pay or reduction in hours and you or a covered family member qualifies for Social Security disability benefits within 60 days of the date coverage ends...

Coverage for the disabled person and all covered family members can be extended for up to 29 months.

disabled person alone or the disabled person and other family members elect to extend coverage during that period. The cost will remain 2% higher if the disabled person does not extend coverage but family members do.

If you and covered family members

elect extended coverage due to your termination of employment or reduction in hours, your covered family members may elect an additional extension period of up to 18 months (for an overall total of 36 months) if during the initial extension period:

## COBRA TIMELINE

| If...  | If...  |
|--|--|
| <ul style="list-style-type: none"> <li>☆ You divorce, or</li> <li>☆ Your child becomes ineligible for coverage</li> </ul>  | <ul style="list-style-type: none"> <li>☆ You leave employment,</li> <li>☆ Your hours are reduced,</li> <li>☆ You go on leave without pay, or</li> <li>☆ You die</li> </ul>   |
| Then...  | Then...  |
| <p>You and/or your dependents have <b>60</b> days after the event to notify Human Resources of the event.</p> <p>The A&amp;M System has <b>14</b> days after your notification to send you and/or your dependents a COBRA enrollment form.</p> <p>You and/or your dependents have <b>60</b> days after the event or date the COBRA enrollment form was sent, whichever is later, to elect COBRA coverage and return your enrollment form.</p> <p>You and/or your dependents have <b>45</b> days after making your election to pay back premiums.</p> | <p>The A&amp;M System has <b>14</b> days after the event (or notification of your death) to send you and/or your dependents a COBRA enrollment form.</p> <p>You and/or your dependents have <b>60</b> days after the event or date the COBRA enrollment form was sent, whichever is later, to elect COBRA coverage and return your enrollment form.</p> <p>You and/or your dependents have <b>45</b> days after making your election to pay back premiums.</p> |

If you or your dependent becomes eligible for Social Security disability benefits within 60 days of the date your coverage ended, you or your dependent must notify your Human Resources office within **60** days of receiving notice from the Social Security Administration and before the end of the initial 18-month COBRA period. *If you and/or your dependents miss any of these deadlines, you and/or your dependents forfeit your rights to continue coverage.*

- ☆ you die, or
- ☆ you divorce.

If your child no longer qualifies for coverage (for example, due to marriage or age) during the initial extension period, that child may extend coverage for an additional 18 months for a total extension of 36 months.

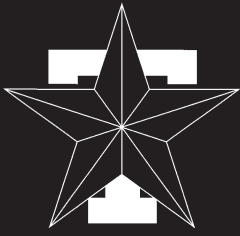
To be eligible for the additional extended coverage, your covered family members must notify the A&M System within 60 days of the occurrence of one of these events.

When a person on 18 months of COBRA coverage becomes disabled within the first 60 days of COBRA coverage, that person and other covered family members may extend COBRA coverage for an additional 11 months. To do so, the disabled person or a family member must notify the

appropriate institution or agency Human Resources office of the disabled person's eligibility for Social Security disability benefits. This notification must be made within 60 days of the disabled person receiving the determination from the Social Security Administration and before the end of the initial 18-month COBRA period.

Coverage stops before the end of the extension period if:

- ☆ the required premium is not paid,
- ☆ you or a family member becomes covered under another group vision plan, unless that plan has a pre-existing condition provision that limits your benefits, or
- ☆ the System no longer offers vision coverage to its employees.



## ADMINISTRATIVE INFORMATION

*Here are some other facts about the plan you might want to keep handy.*

### PLAN NAME

The official name of this plan is the UnitedHealthcare Vision Plan. This booklet also describes The Texas A&M University System Pretax Premiums Plan.

### PLAN SPONSOR

Benefits Administration  
The Texas A&M University System  
A&M System Building, Suite 1120  
200 Technology Way  
College Station, TX 77845-3424  
Mail Stop: 1117 TAMU  
(979) 458-6160 or (800) 258-4440

### PLAN ADMINISTRATOR

The Director of Risk Management and Safety. Contact at the address shown for the Plan Sponsor.

### TYPE OF PLAN

The UnitedHealthcare Vision Plan is a group plan providing vision benefits. It is an insured plan funded through employee and, in some cases, employer contributions.

The Pretax Premiums Plan is a flexible benefit plan under Section 125 of the IRS tax code. It is self-funded primarily through employee contributions. The money you put into the plan is the money that is used to pay Vision premiums.

### INSURANCE CARRIER AND CLAIMS ADMINISTRATOR

Vision plan benefits are insured through a contract with UnitedHealthcare Vision. Claims are paid UnitedHealthcare Vision at:

UnitedHealthcare Vision  
Claims Department

P.O. Box 30978

Salt Lake City, UT 84130

The Pretax Premiums Plan claims administrator is the Plan Administrator.

The UnitedHealthcare Vision and Pretax Premiums Plan legal documents govern all plan benefits. You may examine a copy of the documents or obtain a copy for a copying fee by contacting the Plan Sponsor.

### PLAN YEAR

Sept. 1–Aug. 31

### EMPLOYER IDENTIFICATION NUMBER

74-2648747

### GROUP NUMBER

F3QM

### AGENT FOR SERVICE OF LEGAL PROCESS

Plan Administrator

### PRIVACY INFORMATION

The A&M System and UnitedHealthcare Vision must gather certain personal information to administer your health benefits. Both organizations maintain strict confidentiality of your records, with access limited to those who need information

to administer the plan or your claims.

UnitedHealthcare Vision gathers information about you from your application, claims and other forms. They also have personal information that comes in from your claims, your health care providers and other sources used in managing your health care administration. The A&M System will not use the disclosed information to make employment-related decisions or take employment-related actions.

Both UnitedHealthcare Vision and the A&M System have strict policies and procedures to protect the confidentiality of personal information. They maintain physical, electronic and procedural safeguards to protect personal data from unauthorized access and unanticipated threats or hazards.

Names, mailing lists and other information are not sold to or shared with outside organizations. Personal information is not disclosed except where allowed or required by law or unless you give permission for information to be released. These disclosures are usually made to affiliates, administrators, consultants, and regulatory or governmental authorities. These groups are subject to the same policies regarding privacy of our information as we are.

The A&M System may use and disclose your protected health information (PHI) without your written authorization or without giving you the oppor-

tunity to agree or disagree when your PHI is required:

- ☆ for treatment
- ☆ for payment
- ☆ for health care operations
- ☆ by law or, under certain circumstances, by law enforcement
- ☆ because of public health activities
- ☆ because of lawsuits and other legal proceedings
- ☆ for organ and tissue donation
- ☆ to avert a serious threat to health or safety (under certain circumstances)
- ☆ because of health oversight activities
- ☆ for worker's compensation
- ☆ because of specialized government functions (under certain circumstances)
- ☆ in cases of abuse, neglect or domestic violence
- ☆ by coroners, medical examiners or funeral directors

The A&M System can also use and disclose PHI without your written authorization when dealing with individuals involved in your care or payment for your care. However, you will have an opportunity to agree or disagree. If you do not object, the A&M System can use and disclose your PHI for this reason.

Details regarding the above situations are found in The Texas A&M University System's Notice of Privacy Practices. For an additional copy of the notice, please contact your benefits office or visit our website at [www.tamus.edu/benefits/publication/brochures/HIPAAprivacy.pdf](http://www.tamus.edu/benefits/publication/brochures/HIPAAprivacy.pdf).

If you have questions about the UnitedHealthcare Vision privacy policy, please contact:

Privacy Office  
UnitedHealthcare Vision  
2811 Lord Baltimore Drive  
Baltimore, MD 21244

E-mail: [privacy@spectera.com](mailto:privacy@spectera.com)  
Phone: (410) 265-6033  
Fax: (410) 594-9862

If you feel your privacy rights have been violated, you may file a complaint with the A&M System by contacting the Privacy Official at (979) 458-6160. You may also contact the Secretary of the United States Department of Health and Human Services at 200 Independence Avenue, S.W., Washington, D.C. 20201 to file a complaint.

## FUTURE OF THE PLAN

While The Texas A&M University System intends to continue these plans indefinitely, it may change, suspend or end the plans at any time for any reason.

System Benefits Administration  
The Texas A&M University System  
1117 TAMU  
College Station, TX 77843-1117