

# **Vision Plan**

Updated June 2021



**THE TEXAS A&M  
UNIVERSITY SYSTEM**

# Introduction

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

Regular eye care and the ability to afford needed corrective lenses is important to you and your family..

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 and contact lenses. In addition, there are discounts on LASIK and PRK treatments.

If you elect coverage, you pay the cost of coverage. Your premiums will 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.

Administrative plan details are included in the contract between The Texas A&M University System and Superior Vision.

In the event of a discrepancy between this summary and the contract between the A&M System and Superior Vision, the contract prevails.

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.

The A&M System will, in all cases, determine eligibility for coverage and effective dates of coverage in accordance with its rules and procedures. If these rules and procedures differ from the Policy or Certificate, it is understood that the A&M System's determination will prevail.

# Table of Contents

- Introduction..... 2
- Participation ..... 5
  - Eligible Dependents ..... 5
  - Enrolling in the Plan ..... 5
  - Retiree Eligibility ..... 5
  - Former Employees ..... 6
  - Your Options..... 6
  - Changing Your Coverage ..... 6
  - ID Cards ..... 7
- Coverage Cost..... 8
- Covered Vision Expenses ..... 9
  - Eye Exams ..... 9
  - Frames and Eyeglasses ..... 9
  - Schedule of Benefits ..... 10
  - Contact Lenses ..... 12
  - LASIK Vision Correction ..... 12
  - Vision Expenses Not Covered ..... 12
  - Exclusions..... 13
  - Filing Claims..... 13
  - How to Appeal a Claim..... 14
- Coordination of Benefits..... 15
- When Coverage Ends..... 16
  - When is Coverage Extended..... 16
    - Approved Leave of Absence:..... 16
    - Family or Medical Leave:..... 16
    - Total Disability: ..... 16
    - Retirement:..... 17
    - Survivors: ..... 17
- COBRA Coverage Continuation..... 18
  - COBRA Qualifying Events & Continuation Periods..... 18
  - COBRA Billing Administrator ..... 19
  - COBRA Timelines..... 20
- Administrative and Privacy Information ..... 21

Plan Name..... 21

Plan Sponsor ..... 21

Plan Administrator ..... 21

Type of Plan..... 21

Insurance Carrier and Claims Administrator ..... 21

Plan Year..... 21

Employer Identification Number ..... 21

Group Number ..... 21

Agent for Service of Legal Process ..... 21

Privacy Information ..... 21

Future of the Plan..... 22

Superior Vision Customer Service..... 23

# Participation

*All full-time and some part-time employees and retirees and their families are eligible for vision coverage. Coverage can begin on your first day of work. Participation is voluntary.*

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

## Eligible Dependents

You may choose to cover your eligible dependents in addition to yourself. Dependents eligible for coverage include:

- your spouse, and
- your unmarried, dependent children younger than 26.

Dependent children include:

- a natural 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 which you have received a court order to provide coverage.

You will be asked to provide documents to verify eligibility for the dependent(s) you wish to cover under this plan. 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 26<sup>th</sup> 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 60th day of employment) if you enroll before, on or within seven days of your hire date. If you enroll beyond the seventh day 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 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 Open Enrollment period (coverage effective September 1) to enroll. Likewise, if you gain a new dependent, you must enroll that dependent within 60-days or wait until the next Open Enrollment period. You must be actively at work on the day your coverage is to begin. If you are not, coverage will be delayed until you return to work.

## Retiree Eligibility

If you were retired from or employed in a benefits-eligible position with the A&M System on August 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 September 1, 2003, but you met the above criteria as of August 31, 2003, you qualify for retiree benefit coverage under these criteria. If you are in TRS and you retire after August 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 August 31, 2003, or if you left A&M System employment before August 31, 2003, and did not meet the criteria listed at left as of August 31, 2003, you are eligible for health 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 under Retiree Eligibility. You may apply for coverage within 60 days of meeting these 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 choose 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 September 1 or December 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 Open Enrollment (changes effective September 1). However, you can add or drop dependents within 60 days of a Qualified Life Event if the dependents are affected by the change. Life Events include:

- Employee's marriage or divorce or death of employee's spouse. A divorce is considered official when the trial court announces its decision in open court or by written memorandum filed with the clerk.
- 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 26.
- 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 Open 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.

You must provide qualifying Life Event documentation for approval to make changes to your coverage during the plan year.

## **ID Cards**

Superior Vision will mail each enrolled employee/retiree a membership letter. The letter includes:

- ID cards,
- Customer care contact information
- Information on how to use your benefit

# Coverage Cost

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

You 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, your premium 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 are retired, you are not eligible for this since your premiums are paid through billing or ACH.

If you do not enroll in an A&M System health plan, but certify that you have other health coverage, you may 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.*

The 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 [https://www.superiorvision.com/member/locate\\_provider](https://www.superiorvision.com/member/locate_provider). You can use any provider in the United States.

## Eye Exams

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

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 up to \$50 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 (September 1 - August 31).

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

- case history of patient, dilation,
- examination for eye pathology and abnormalities,
- visual analysis (refraction), and
- visual skill testing and tonometry, if not indicated

The exam must be consistent with the community standards, rules and regulations of the jurisdiction in which the provider's practice is located.

## Frames and Eyeglasses

The plan covers one pair of standard lenses each plan year. There is a \$150 allowance on frames purchased from an in-network provider. You will receive a 20% discount off the balance for frames over \$150. Frames purchased out-of-network have a maximum reimbursement of \$90.

Single, bifocal, trifocal, lenticular and standard progressive lenses can be purchased at an in-network provider with a \$15 co-payment. The cost for Premium Progressive lenses varies. Out-of-network reimbursement ranges from \$50-\$100 depending on the lens type (See "Summary of Benefits").

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.

## Schedule of Benefits

Vision Care Services	In-Network Benefit	Non-Network Reimbursement
Exam with Dilation as Necessary	100% after \$10 copay	Up to \$50
Contact Lens Fit and Follow-up: (Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard Contact Lens Fit and Follow-Up Premium Contact Lens Fit and Follow-Up	\$0 Copay, Paid-in-full fit and two follow-up visits \$0 Copay, 10% off retail price, then \$40 allowance	up to \$40 up to \$40
Frames	\$0 copay, \$150 retail allowance, 20% off balance <sup>1</sup>	up to \$90
<b>Standard Plastic Lenses</b> Single Bifocal Trifocal Lenticular Standard Progressive Lens Premium Progressive Lens (Scheduled) Tier 1 Tier 2 Tier 3 Tier 4	\$15 Copay, Covered in Full \$15 Copay, Covered in Full \$15 Copay, Covered in Full \$15 Copay, Covered in Full \$15 Copay, Covered in Full \$35 Copay, Covered in Full \$45 Copay, Covered in Full \$60 Copay, Covered in Full \$15 Copay, 80% of charge, less \$120 allowance	up to \$50 up to \$70 up to \$100 up to \$100 up to \$70 up to \$70 up to \$70 up to \$70
<b>Lens Options</b>		
<b>Lens Options:</b> UV Treatment Tint (Solid and Gradient) Standard Plastic Scratch Coating Standard Polycarbonate -Adults Standard Polycarbonate - Children under 19 Standard Anti-Reflective Coating Polarized Photocromatic/Transitions Plastic Premium Anti-Reflective Coating Other Add-Ons	\$15 Member Out-of-Pocket Maximum <sup>1</sup> \$25 Member Out-of-Pocket Maximum <sup>1</sup> \$0 Copay, Covered in Full \$0 copay, Covered in Full \$0 Copay, Covered in Full \$0 Copay, Covered in Full 20% off Retail Price <sup>1</sup> Photochromic - \$80 Member Out-of-Pocket Maximum <sup>1</sup> 20% Discount Off Retail Price <sup>1</sup> 20% Discount off Retail Price <sup>1</sup>	N/A N/A up to \$8 N/A up to \$20 N/A N/A N/A N/A N/A
<b>Contact Lens (Contact lens allowance includes materials only)</b>		
Vision Care Services	In-Network Benefit	Non-Network Reimbursement

Conventional	\$0 copay; \$150 retail allowance, 20% discount off balance	up to \$150
Disposable	\$0 copay; \$150 retail allowance, 10% discount off balance	up to \$150
Medically necessary	\$0 copay, Covered in Full	up to \$210
<b>Laser Vision Correction</b>		
Lasik or PRK from U.S. Laser Network	Superior Vision has a nationwide network of independent refractive surgeons and partners with leading networks. Discounts range from 15% to 50%. Also includes 5% discount off promotional prices for LASIK Plus <sup>1</sup> .	N/A
<b>Other</b>		
Additional Pairs Benefit	30% Discount off Retail Price for Non-Covered Exams, Frames, and Prescription Lenses; 20% Discount off Retail Price for Lens Options and Conventional Contact Lenses; 10% Discount off Retail Price for Disposable Contact Lenses <sup>1</sup>	N/A
<b>Frequency:</b> Examination Lenses or Contact Lenses Frame	Once per plan year Once per plan year Once per plan year	

<sup>1</sup> Discount basis based on standard lenses. Discounts and Member Out-of-Pocket Maximums may vary by lens type and provider. Discounts do not apply if prohibited by the manufacturer and are subject to change without notice.

\*Member reimbursement out-of-network will be the lesser of the listed amount or the member's actual cost from the out-of-network provider.

\*\*Any remaining balance may be used within the same benefit frequency. Where the insured person previously utilized an in-network provider, the remaining balance must be used with the same or any other in-network provider. Where the insured person previously utilized an out-of-network provider, the remaining balance must be used with the same or any other out-of-network provider.

## Contact Lenses

The plan pays benefits for contact lenses in lieu of the eyeglass benefit. In other words, the plan will cover glasses and frames or contact lenses in a single plan year, but not both. Contact fitting and follow-up visits are available once a comprehensive eye exam has been complete. The plan differentiates between Elective and Non-Elective (or medically necessary) contact lenses. Non-elective Contact Lenses refer to contact lenses that are prescribed solely for the purpose of correcting one of the following medical conditions. These conditions prevent the Insured from achieving a specified level of visual acuity (performance) through the wearing of conventional eyeglasses.

1. Aphakia (after cataract surgery). A pair of prescription single vision or multifocal eyeglass lenses and an eyeframe can be provided in addition to Non-Elective Contact Lenses.
2. When visual acuity cannot be corrected to 20/70 in the better eye except through the use of Contact Lenses (must be better than 20/60 or better)
3. Anisometropia of 4.0 diopters or more, provided visual acuity improves to 20/60 or better in the weak eye
4. Keratoconus

The provider determines whether lenses are medically necessary. Your provider should contact Superior Vision to determine the reimbursement amount before you purchase your contacts. The plan pays the full cost, for medically necessary or standard contact lenses over a plan year at a network provider. The plan will pay up to \$150 at a network provider for elective, conventional disposable contact lenses once every plan year. You pay all remaining costs. Standard contact lenses may vary by provider depending on the prescription. Non-standard lenses include toric, gas permeable and bifocal contacts. Members will pay the provider up-front and must file a claim for reimbursement. 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.

## LASIK Vision Correction

Superior Vision has a nationwide network of independent refractive surgeons and partners with leading networks. Discounts range from 15% to 50%. Also includes 5% discount off promotional prices for LASIK Plus.

Members are entitled to discounts through our more than 800 Independent Refractive Surgeons through the Independent Ophthalmologists and Optometrists network. Through this network a member can receive 20% off the usual and customary surgeon's fees for laser vision correction. Members can also to find a provider in the QualSight Lasik network where the member can receive a savings of 20% to 50% off the national average price of LASIK vision correction.

In addition to, members can choose to find a provider in the TruVision network which offers members 10% off the entire laser vision correction procedure. As well as, members can choose a provider in the LasikPlus network, where members are offered a free LASIK exam, enhancements, significant discounts, and all LASIK procedures are blade – free.

With all of Superior Vision's laser vision correction providers there are:

- No claims filed
- No authorization required by Superior Vision
- No co-payments needed
- No middleman – discounts are handled directly between Superior Vision members and the provider

You can check your eligibility and current use of your plan benefits by calling Member Services toll free at 1 (844) 549-2603 or logging on to <https://www.superiorvision.com>.

## Vision Expenses Not Covered

The Contact Lenses benefit is paid in lieu of Eyeglass Lenses and Frames. You are eligible to receive benefits under the Eyeglass Lenses Benefit and the Frame benefit only after the Contact Lenses benefit Frequency has ended.

The Eyeglass Lenses benefit and the Eyeglass Frame benefit is paid in lieu of the Contact Lenses benefit. You are eligible to receive benefits under the Contact Lenses and the Eyeglass Frame benefit only after the Eyeglass Lenses benefit Frequency has ended.

If you terminate coverage voluntarily or involuntarily and then subsequently re-enroll for coverage under this plan within a 12-month period, you may be subject to limited benefits corresponding with the Plan frequency.

This Plan is designed to cover “standard” or “basic” eyeglass lenses and frames. Add-on charges for specialty lenses and lens applications are not covered. These extra charges are paid directly to the provider by the member. Some items requiring additional charges are listed below under Exclusions.

## Exclusions

Benefits are not payable for the any of the following conditions, procedures and/or materials, unless otherwise specifically listed as a covered benefit in the Schedule of Benefits (several of which are listed as covered benefits):

1. Replacement frames and/or lenses, (Including Low Vision Devices) except at normal intervals when covered services are otherwise available;
2. Plano or non-prescription lenses or sunglasses;
3. Orthoptics, vision training and any associated supplemental testing;
4. Frame cases;
5. Low (subnormal) vision aids or aniseikonic lenses;
6. Medical and surgical treatment of the eyes;
7. Charges incurred after (a) the Policy ends; or (b) the Insured’s coverage under the Policy ends, except as stated in the Policy;
8. Experimental or non-conventional treatment or device;
9. Any eye examination or corrective eyewear required by an Employer as a condition of employment;
10. Services and materials provided by another vision plan except in the case of Coordination of Benefits;

11. Services for which benefits are paid by Worker’s Compensation;
12. Benefits provided under the employee’s medical insurance except in the case of Coordination of Benefits;
13. Blended bifocal lenses;
14. Groove, Drill or Notch, and Roll and Polish;
15. Two pairs of glasses, in lieu of bifocals, trifocals or progressives;
16. Coating on lenses (sunglass colors, etc.);
17. Cosmetic items;
18. Faceted lenses;
19. High-Index Lenses;
20. Laminated Lenses;
21. Oversize Lenses – any lens with an eye size of 61mm or greater;
22. Photochromic (Transition) lenses;
23. Polaroid lenses;
24. Polished bevel lenses;
25. Prism lenses;
26. Slab-off lenses;
27. Tints (except Pink tint #1 and #2);
28. Ultra-violet tint or coating;
29. Additional cost for contact lenses over the allowance;
30. Additional cost for a frame over the allowance.

## Filing Claims

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

For network providers, you can show your Superior Vision ID Card or give the provider your name, employer name and Unique Identification Number (UIN) or Superior Vision Member ID Number. The provider will call Superior Vision to verify your eligibility. If you use a non-network provider, you will pay the full amount for services and supplies and then submit an out-of-network claim form and your original itemized receipt to:

Superior Vision  
Attn: Claims Processing  
PO Box 967  
Rancho Cordova, CA 95741  
Fax: 916.852.2277

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. Superior 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.

You may call Superior Vision's Customer Service Department at 1 (844) 549-2603 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 a claim for benefits is wholly or partially denied, you will be notified in writing of such denial and of your right to file a grievance and the procedure to follow. The notice of denial will state the specific reason for the denial of benefits. Within sixty (60) days of receipt of such written notice you may file a grievance and make a written request for review to:

**National Guardian Life Insurance Company  
c/o Superior Vision Services, Inc.  
P. O. Box 967  
Rancho Cordova, CA 95741**

National Guardian Life/Superior Vision will resolve the grievance within thirty (30) calendar days of receiving it. If they are unable to resolve the grievance within that period, the time period may be

extended another thirty (30) calendar days if they notify in writing the person who filed the grievance. The notice will include advice as to when resolution of the grievance can be expected and the reason why additional time is needed.

You or someone on your behalf also has the right to appear in person before the grievance committee to present written or oral information and to question those people responsible for making the determination that resulted in the grievance. You will be informed in writing of the time and place of the meeting at least seven (7) calendar days before the meeting.

For purposes of this Grievance Procedure, a grievance is a written complaint submitted in accordance with the above Grievance Procedure by you or on behalf of you regarding dissatisfaction with the administration of claims practices or provision of services of this panel provider plan relative to you.

In situations requiring urgent care, grievances will be resolved within four (4) business days of receiving the grievance. You may also contact the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Phone: 1 (800) 252-3439

# Coordination of Benefits

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

Coordination of Benefits (COB) applies when you have vision coverage under more than one Plan. The benefits payable between the Plans will be coordinated. Benefits will be adjusted so that the total payment under all Plans is no more than 100 percent of the allowable expense. In no event will total benefits paid exceed the total payable in the absence of COB.

If your benefits paid under this Plan are reduced due to COB, each benefit will be reduced proportionately. Only the amount of any benefit actually paid will be charged against any applicable benefit maximum. If you have questions about COB, you can reference the Group Vision Care Insurance Certificate on the System Benefits Administration website.

# 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.*

Your 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 Open Enrollment not to continue coverage, or
- the day this plan ends.

Coverage for your family members ends on the earliest of the following dates:

- the date 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 Open Enrollment not to continue dependent vision coverage,
- the last day of the month after you ask that your family coverage be dropped,
- the last day of the month in which you elect to drop dependent cover - age due to a "Life Event", or
- the day the A&M System stops offering dependent coverage.

## When is Coverage 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 August 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 August 31, 2003 and if you were employed in a benefit-eligible position with the A&M System on August 31, 2003, later left employment and then returned to A&M System employment.

If you were not in a benefit-eligible position with the A&M System on August 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 Open Enrollment period if you

meet the requirements for retirement outlined in section Retirement Eligibility.

**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 credit- able 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.

## 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 below describes these cases.

<b>COBRA Qualifying Events &amp; Continuation Periods</b>	
<b>If...</b>	<b>Then...</b>
<ul style="list-style-type: none"> <li>Your employment ends for any reason (other than gross misconduct), or</li> <li>You go on leave without pay, or</li> <li>Your hours are reduced so that you are no longer eligible</li> </ul>	Coverage for you and/or your covered family members can be extended for up to 18 months.
<ul style="list-style-type: none"> <li>You die, or</li> <li>You divorce or legally separate</li> </ul>	Coverage for your covered family members can be extended for up to 36 months.
<ul style="list-style-type: none"> <li>Your covered child no longer qualifies for coverage</li> </ul>	Coverage for the child can be extended for up to 36 months.
<ul style="list-style-type: none"> <li>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</li> </ul>	Coverage for the disabled person and all covered family members can be extended for up to 29 months.

If, in anticipation of a divorce, you drop your spouse's vision coverage during Open Enrollment or due to a Qualifying Life Event, 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. 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 (through our COBRA vendor P&A Group) 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, [COBRA Timelines](#). Thereafter, premiums for continuing coverage must be paid by the date specified by P&A Group.

To continue coverage, you and/or your covered family members must pay the full premium plus an additional 2% to cover administrative costs. 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:

- you die, or
- you divorce.

If your child no longer qualifies for coverage (because they reach age 26) 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 your 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. 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 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.

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.

### **COBRA Billing Administrator**

P&A Group

17 Court Street, Suite 500

Buffalo, NY 14202

## COBRA Timelines

<b>If...</b>	<b>Then...</b>
<ul style="list-style-type: none"> <li>• You divorce, or</li> <li>• Your child becomes ineligible for coverage</li> </ul>	<p>You and/or your dependents have 60 days after the event to notify Human Resources of the event.</p> <p>P&amp;A Group has 14 days after your notification to send you and/or your dependents a COBRA enrollment form.</p> <p>You and/or your dependents have 60 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 45 days after making your election to pay back premiums.</p>
<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>	<p>P&amp;A Group has 14 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 60 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 45 days after making your election to pay back premiums.</p>
<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.</p>	

# Administrative and Privacy Information

## Plan Name

The official name of this plan is Superior Vision Plan. This booklet also describes The Texas A&M University System Pre-Tax Premium Plan.

## Plan Sponsor

Director of Benefits Administration  
The Texas A&M University System Moore/Connally Building  
301 Tarrow Dr., 5th Floor College Station, TX 77840  
Mail Stop: 1117 TAMU (979) 458-6330

## Plan Administrator

The plan administrator is Superior Vision. Contact Superior Vision at 1101 White Rock Road, Rancho Cordova, CA 95670.

## Type of Plan

The Superior Vision Plan is a group plan providing vision benefits. It is a fully-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

The Superior Vision Plan claims administrator is the Plan Administrator.

The Superior Vision Plan documents 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

September 1 - August 31.

## Employer Identification Number

74-2648747

## Group Number

36138

## Agent for Service of Legal Process

Plan Administrator

## Privacy Information

The A&M System and Superior 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.

Superior 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 Superior 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 opportunity 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 web-site at <http://assets.system.tamus.edu/files/benefits/pdf/hipaaprivacy.pdf>.

## **Future of the Plan**

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

## **Superior Vision Customer Service**

1 (844) 549-2603

7:00AM – 8:00PM CST Monday –Friday

10:00AM – 3:30PM CST Saturday