

**UnitedHealthcare Vision**  
**UnitedHealthcare Insurance Company**  
**Certificate of Coverage**

**For**

**East Texas Employee Benefits Cooperative**

**GROUP NUMBER: 905080**

**EFFECTIVE DATE: September 1, 2015**



# UnitedHealthcare Insurance Company

## Vision Certificate of Coverage

Issued To: East Texas Employee Benefits Cooperative ("Enrolling Group")  
Policy Number: 905080  
Policy Effective Date: September 1, 2015  
Policy Anniversary Date: September 1

This *Certificate(s) of Coverage* ("*Certificate*") sets forth your rights and obligations as a Covered Person. It is important that you read your *Certificate* carefully and familiarize yourself with its terms and conditions.

The Policy may require that the Subscriber contribute to the required Premiums. Information regarding the Premium and any portion of the Premium cost a Subscriber must pay can be obtained from the Enrolling Group.

UnitedHealthcare Insurance Company (the "Company") agrees with the Enrolling Group to provide Coverage for Vision Services to Covered Persons, subject to the terms, conditions, exclusions and limitations of the Policy. The Policy is issued on the basis of the Enrolling Group's application and payment of the required Policy Charges. The Enrolling Group's application is made a part of the Policy.

The Company will not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Enrolling Group's benefit plan. The Company will not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

The Policy will take effect on the date specified in the Policy and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination of the Policy as provided. All Coverage under the Policy will begin at 12:01 a.m. and end at 12:00 midnight at the Enrolling Group's address.

The Policy is delivered in and governed by the laws of the State of Texas.

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call UnitedHealthcare Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-321-0881

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104

Austin, TX 78714-9104

FAX: (512) 490-1007

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your Premium or about a claim, you should contact UnitedHealthcare Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de UnitedHealthcare Insurance Company's para informacion o para someter una queja al:

1-888-321-0881

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104

Austin, TX 78714-9104

FAX: (512) 490-1007

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el UnitedHealthcare Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## Introduction to Your Certificate

You and any of your Enrolled Dependents, are eligible for Coverage under the Policy if the required Premiums have been paid. The Policy is referred to in this *Certificate* as the "Policy".

Coverage is subject to the terms, conditions, exclusions, and limitations of the Policy. As a *Certificate*, this document describes the provisions of Coverage under the Policy but does not constitute the Policy. You may examine the entire Policy at the office of the Enrolling Group during regular business hours.

For Vision Services rendered after the effective date of the Policy, this *Certificate* replaces and supersedes any *Certificate* which may have been previously issued to you by the Company that pertains to the specific Vision Services Covered by the Policy.

The employer expects to continue the group plan indefinitely. But the employer reserves the right to change or end it at any time. This would change or end the terms of the Policy in effect at that time for active employees.

## How To Use This Certificate

This *Certificate* should be read in its entirety. Many of the provisions of this *Certificate* and the attached *Schedule(s) of Covered Vision Services* are interrelated; therefore, reading just one or two provisions may not give you an accurate understanding of your Coverage.

Your *Certificate* and *Schedule(s) of Covered Vision Services* may be modified by the attachment of Riders and/or Amendments. Please read the provision described in these documents to determine the way in which provisions in this *Certificate* or *Schedule(s) of Covered Vision Services* may have been changed.

Many words used in this *Certificate* and *Schedule(s) of Covered Vision Services* have special meanings. These words will appear capitalized and are defined for you in *Section 1: Definitions*. By reviewing these definitions, you will have a clearer understanding of your *Certificate* and *Schedule(s) of Covered Vision Services*.

When we use the words "we," "us," and "our" in this document, we are referring to UnitedHealthcare Insurance Company. When we use the words "you" and "your" we are referring to people who are Covered Persons as the term is defined in *Section 1: Definitions*.

From time to time, the Policy may be amended. When that happens, a new *Certificate*, *Schedule(s) of Covered Vision Services* or Amendment pages for this *Certificate* or *Schedule(s) of Covered Vision Services* will be provided to you. Your *Certificate* and *Schedule(s) of Covered Vision Services* should be kept in a safe place for your future reference.

However, this *Certificate* may be amended at any time by applicable state or Federal laws, rules and regulations. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede this *Certificate*.

We have sole authority to interpret the benefits Covered under the Policy and the other terms, conditions, limitations and exclusions set out in the Policy and in making factual determinations related to the Policy and its benefits. We may, from time to time, delegate this authority to other persons or entities providing services in regard to the Policy.

## Contact Us

Throughout this *Certificate* you will find statements that encourage you to contact us for further information. Whenever you have a question or concern regarding Vision Services or any required procedure, please contact us at 1-800-638-3120.

# Group Vision Care Certificate of Coverage

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## Section 1: Definitions

This Section defines the terms used throughout this *Certificate* and *Schedule(s) of Covered Vision Services* and is not intended to describe Covered or uncovered services.

**Amendment** - any attached description of additional or alternative provisions to the Policy. Amendments are effective only when signed by an officer of the Company. Amendments are subject to all conditions, limitations and exclusions of the Policy except for those which are specifically amended.

**Copayment** - the charge that you are required to pay to a Network Provider for certain Services payable under the Policy. You are responsible for the payment of any Copayment directly to the provider of the Service at the time of service, or when billed by the provider.

**Coverage or Covered** - the entitlement by a Covered Person to reimbursement for expenses incurred for Vision Services Covered under the Policy, subject to the terms, conditions, limitations and exclusions of the Policy. Vision Services must be provided: (1.) when the Policy is in effect; and (2.) prior to the date that any of the individual termination conditions as stated in *Section 3: Termination of Coverage* occur; and (3.) only when the recipient is a Covered Person and meets all eligibility requirements specified in the Policy.

**Covered Person** - either the Subscriber or an Enrolled Dependent, while Coverage of such person under the Policy is in effect. References to you and your throughout this *Certificate* are references to a Covered Person.

**Dependent** - (1.) the Subscriber's legal spouse. or (2.) a Dependent child of the Subscriber or the Subscriber's spouse (including a natural child, stepchild, a legally adopted child, a child placed for adoption, or a child for whom legal guardianship has been awarded to the Subscriber or the Subscriber's spouse or a child who is the subject of a suit in which the Subscriber or the Subscriber's spouse seeks to adopt the child). The term "child" also includes a grandchild of either the Subscriber or the Subscriber's spouse. The definition of "Dependent" is subject to the following conditions and limitations:

- A. The term "Dependent" will not include any Dependent child 26 years of age or older, except as stated in *Section 3: Termination of Coverage*, sub-section "*Coverage for a Disabled Dependent Child*".

The Subscriber agrees to reimburse us for any Vision Services provided to the child at a time when the child did not satisfy these conditions.

The term "Dependent" also includes a child for whom vision care Coverage is required through a 'Qualified Medical Child Support Order' or other court or administrative order. The Enrolling Group is responsible for determining if an order meets the criteria of a 'Qualified Medical Child Support Order'.

The term "Dependent" does not include anyone who is also enrolled as a Subscriber, nor can anyone be a "Dependent" of more than one Subscriber.

**Enrolled Dependent** - a Dependent who is properly enrolled for Coverage under the Policy.

**Enrolling Group** - the employer or other defined or otherwise legally constituted group (Association, Union, etc.) to whom the Policy is issued.

**Essential Health Benefits** - pediatric vision care services included as Essential Health Benefits as set forth in the Patient Protection and Affordable Care Act.

**Experimental, Investigational or Unproven Services** - medical, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time we make a determination regarding Coverage in a particular case, is determined to be:



- A. Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or
- B. Subject to review and approval by any institutional review board for the proposed use; or
- C. The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- D. Not demonstrated through prevailing peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

**Foreign Services** - services provided outside the U.S. and U.S. territories.

**Initial Eligibility Period** - the initial period of time, determined by us and the Enrolling Group, during which Eligible Persons may enroll themselves and Dependents under the Policy.

**Medicare** - Parts A, B, and C of the insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

**Network** - the collective group of Vision Providers who are subject to a participation agreement in effect with us, directly or through another entity, to provide Vision Services to you. The participation status of providers will change from time to time. The participation status of the provider may change based on the location where Vision Services were provided.

**Network Benefits** - benefits available for Covered Vision Services when provided by a Vision Provider who is a Network Vision Provider.

**Non-Network Provider** - a Vision Provider who is not a participant in the Network.

**Non-Network Benefits** - Coverage available for Vision Services obtained from Non-Network Vision Providers.

**Open Enrollment Period** - after the Initial Eligibility Period, a period of time determined by us and the Enrolling Group, during which Eligible Persons may enroll themselves and Dependents under the Policy.

**Physician** - any Doctor of Medicine, M.D., or Doctor of Osteopathy, D.O., who is duly licensed and qualified under the law of jurisdiction in which treatment is received.

**Policy** - the group Policy, the application of the Enrolling Group, Amendments and Riders which constitute the agreement regarding the benefits, exclusions and other conditions between us and the Enrolling Group.

**Premium** - the periodic fee required to maintain Coverage of Covered Persons in accordance with the terms of the Policy.

**Rider** - any attached description of Vision Services Covered under the Policy. Vision Services provided by a Rider may be subject to payment of additional Premiums and additional Copayments. Riders are effective only when signed by an officer of the Company and are subject to all conditions, limitations and exclusions of the Policy except for those that are specifically amended.

**Subscriber** - an Eligible Person who is properly enrolled for Coverage under the Policy. The Subscriber is the person who is not a Dependent on whose behalf the Policy is issued to the Enrolling Group.

**Vision Provider** - any optometrist, ophthalmologist, therapeutic optometrist, or other person who may lawfully provide services to Covered Persons participating in our vision plans.

**Vision Service** - any Covered benefit listed in *Section 7: Covered Vision Services*.

## **Section 2: Eligibility and Effective Date of Coverage**

### **Enrollment**

Eligible Persons may enroll themselves and their Dependents for Coverage under the Policy during the Initial Eligibility Period or during an Open Enrollment Period by completing information provided by the Enrolling Group. In addition, new Eligible Persons and new Dependents may be enrolled as described below. Dependents of an Eligible Person may not be enrolled unless the Eligible Person is also enrolled for Coverage under the Policy.

If both spouses are Eligible Persons of the Enrolling Group, each may enroll as a Subscriber or be Covered as an eligible Dependent of the other, but not both. If both parents of an eligible Dependent child are enrolled as a Subscriber, only one parent may enroll the child as a Dependent.

### **Effective Date of Coverage**

In no event is there Coverage for Vision Services rendered or delivered before the Policy Effective Date of Coverage.

If an Eligible Person enrolls during the Initial Eligibility Period, Coverage is effective on the first day of the month following the month in which the Eligible Person joins the Enrolling Group.

### **Coverage for a Newly Eligible Person**

Coverage for you and any of your Dependents will take effect on the date agreed to by the Enrolling Group and us. Coverage is effective only if we receive any required Premium and properly completed enrollment information within 31 calendar days of the date you first become eligible.

### **Coverage for a Newly Eligible Dependent**

Coverage for a new Dependent acquired by reason of birth, legal adoption, legal guardianship, placement for adoption, court or administrative order, or marriage will take effect on the date of the event. Coverage is effective only if we receive any required Premium and are notified of the event within 31 calendar days.

### **Change in Family Status**

You may make Coverage changes during the year for any Dependent whose status as a Dependent is affected by a marriage, divorce, legal separation, annulment, birth, legal guardianship, placement for adoption or adoption, as required by federal law. In such cases you must submit the required contribution of coverage and properly completed enrollment information within 31 calendar days of the marriage, birth, placement for adoption or adoption. Otherwise, you will need to wait until the next annual Open Enrollment Period.

### **Special Enrollment Period**

An Eligible Person and/or Dependent who did not enroll for Coverage under the Policy during the Initial Eligibility Period or Open Enrollment Period may enroll for Coverage during a special enrollment period. A special enrollment period is available if the following conditions are met:

- A. the Eligible Person and/or Dependent had existing health coverage under another plan at the time of the Initial Eligibility Period or Open Enrollment Period; and

- B. Coverage under the prior plan was terminated as a result of loss of eligibility (including, without limitation, legal separation, divorce or death), termination of employer contributions, or in the case of COBRA continuation coverage, the coverage was exhausted.

A special enrollment period is not available if coverage under the prior plan was terminated for cause or as a result of failure to pay Premiums on a timely basis. Coverage under the Policy is effective only if we receive any required Premium and properly completed enrollment information within 31 calendar days of the date coverage under the prior plan terminated. A special enrollment period is also available for an Eligible Person and for any Dependent whose status as a Dependent is affected by marriage, birth, placement for adoption or adoption, as required by federal law. In such cases you must submit the required Premium and properly completed enrollment information within 31 calendar days of the marriage, birth, placement for adoption or adoption.

## **Section 3: Termination of Coverage**

### **Conditions for Termination of a Covered Person's Coverage Under the Policy**

We may, at any time, discontinue this benefit plan and/or all similar benefit plans for the reasons specified in the Policy.

Your Coverage, including Coverage for Vision Services rendered after the date of termination for vision conditions arising prior to the date of termination, will automatically terminate on the earliest of the dates specified below.

- A. The date the entire Policy is terminated, as specified in the Policy. The Enrolling Group is responsible for notifying you of the termination of the Policy.
- B. The last day of the calendar month in which you cease to be eligible as a Subscriber, Enrolled Dependent or active member of the Policyholder.
- C. The end of the month in which the Dependent child attains the limiting age.
- D. The date we receive written notice from either the Subscriber or the Enrolling Group instructing us to terminate Coverage of the Subscriber or any Covered Person or the date requested in such notice, if later.
- E. The date the Subscriber is retired or pensioned under the Enrolling Group's Plan, unless a specific Coverage classification is specified for retired or pensioned persons in the Enrolling Group's application and the Subscriber continues to meet any applicable eligibility requirements.

When any of the following apply, we will provide written notice of termination to the Subscriber.

- F. The date specified by us that all Coverage will terminate due to fraud or misrepresentation or because the Subscriber knowingly provided us with false material information, including, but not limited to, false material information relating to residence, information relating to another person's eligibility for Coverage or status as a Dependent. We have the right to rescind Coverage back to the Policy Effective Date. We will provide the Enrolling Group a 15 day notice prior to termination.
- G. The date specified by us that all Coverage will terminate because the Subscriber permitted the use of his or her proof of Coverage by any unauthorized person or used another person's proof of Coverage.
- H. The date specified by us that Coverage will terminate due to material violation of the terms of the Policy.
- I. The date specified by us that your Coverage will terminate because you failed to pay a required Premium.

If covered Services are in progress on the date which coverage terminates, such Services will be completed, except where termination is due to fraud, misrepresentation, material violation of the terms of the Policy, or failure to pay required Premiums.

### **Coverage for a Disabled Dependent Child**

Coverage for an unmarried Enrolled Dependent child who is disabled will not end just because the child has reached a certain age. We will extend the Coverage for that child beyond the limiting age if both of the following are true regarding the Enrolled Dependent child:

- Is not able to be self-supporting because of mental or physical handicap or disability.

- Depends mainly on the Subscriber for support.

Coverage will continue as long as the Enrolled Dependent is medically certified as disabled and dependent unless Coverage is otherwise terminated in accordance with the terms of the Policy.

We will ask you to furnish us with proof of the medical certification of disability within 31 calendar days of the date Coverage would otherwise have ended because the child reached a certain age. Before we agree to this extension of Coverage for the child, we may require that a Physician chosen by us examine the child. We will pay for that examination.

We may continue to ask you for proof that the child continues to be disabled and dependent. Such proof might include medical examinations at our expense. However, we will not ask for this information more than once a year.

If you do not provide proof of the child's disability and dependency within 31 calendar days of our request as described above, Coverage for that child will end.

## **Payment and Reimbursement Upon Termination**

Termination of Coverage will not affect any request for reimbursement for Vision Services rendered prior to the Policy Effective Date of termination. Your request for reimbursement must be furnished as required in *Section 4: Reimbursement*.

## Section 4: Reimbursement

### Reimbursement for Services

The Covered Person will be responsible for any claims paid by us when Coverage was provided in error, except where that error was made by us. We will reimburse you for Vision Services subject to the terms, conditions, exclusions and limitations of the Policy and as described below.

### Payment of Claims

When obtaining Vision Services from a Network Vision Provider, you will be required to pay a Copayment and any charges not Covered by the Policy to your Vision Provider. When obtaining Services from a Network Vision Provider, you will not be required to submit a claim form.

When obtaining Vision Services from a Non-Network Vision Provider, you will be required to pay all billed charges to your Vision Provider. You may then obtain reimbursement from us for the Covered portion of Vision Services.

If the Services you received are covered by the Texas Department of Human Services ("DHS"), the Company will reimburse DHS.

If there is a court order providing for the managing conservator of a minor child, the Company will reimburse the conservator on the Subscriber's behalf.

### Filing Claims for Reimbursement

You are responsible for submitting a request in writing for reimbursement to our office. Requests for reimbursement should be submitted within 90 calendar days after the date of service. Unless you are legally incapacitated, failure to provide this information to us within 365 calendar days from the date of service will cancel or reduce Coverage for the Vision Service.

**Claim Forms.** It is not necessary to include a claim form with the proof of loss. However, the proof of loss that you submit to us must include all of the following information:

- Your name and address; and
- Patient's name and age; and
- Your identification number; and
- The name and address of the provider(s) of the service(s); and
- Itemized bill which includes a description of each charge; and
- A statement indicating that you are or you are not enrolled for coverage under any other health or vision insurance plan or program. If you are enrolled for other coverage you must include the name of the other carrier(s).

If you would like to use a claim form, you may access a form on the Internet at [www.myuhcvision.com](http://www.myuhcvision.com) or call us at 1-800-638-3120 and a claim form will be provided to you. If you do not receive the claim form within 15 calendar days of your request, you shall be deemed to have complied with the requirements of the policy as to submitting written proof of loss covering the occurrence, character, and extent of the loss for which claim is made, within the time fixed in the policy.

**Proof of Loss.** Written proof of loss should be given to us within 20 calendar days after the date of the loss. If it was not reasonably possible to give written proof in the time required, and notice was given as soon as was reasonably possible, we will not reduce or deny the claim for this reason.

## **Obtaining Services**

To find a Network Vision Provider, you may access a listing of Network Vision Providers on the Internet at [www.myuhcvision.com](http://www.myuhcvision.com). You may also call the UnitedHealthcare Provider Locator Service at 1-800-839-3242.

You also may obtain Services from a Non-Network Vision Provider. However, the amount of Coverage may be reduced.

## **Foreign Services**

Foreign Services will be treated as Non-Network Benefits under this Policy. Payments will be made in U.S. currency and dispersed to the U.S. address of the Subscriber. We make no guarantee on value of payment and will not protect against currency risk. Currency valuations for payment liability will be based on exchange rates published on the date the Vision Services were rendered.

## Section 5: Questions, Complaints and Appeals

To resolve a question, complaint, or appeal, just follow these steps:

### What to Do if You Have a Question

Contact Customer Service at 1-800-638-3120. *Customer Service* representatives are available to take your call during regular business hours, Monday through Friday.

### What to Do if You Have a Complaint

Contact Customer Service at 1-800-638-3120. *Customer Service* representatives are available to take your call during regular business hours, Monday through Friday.

If you would rather send your complaint to us in writing, the *Customer Service* representative can provide you with the appropriate address.

If the *Customer Service* representative cannot resolve the issue to your satisfaction over the phone, he/she can help you prepare and submit a written complaint. We will notify you of our decision regarding your complaint within 60 days of receiving it.

### How to Appeal a Claim Decision

#### How to Request an Appeal

If you disagree with either a claim determination or a rescission of coverage determination, you can contact us in writing to formally request an appeal.

Your request for an appeal should include:

- The patient's name and Policy number.
- The date(s) of Vision Service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your appeal request must be submitted to us within 180 days after you receive the claim denial.

### Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a Vision Provider with appropriate expertise in the field, who was not involved in the prior determination. We may consult with, or seek the participation of, vision experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent vision claim information. Upon request and free of charge, you have the right to reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. In addition, if any new or additional evidence is relied upon or generated by us during the determination of the appeal, we will provide it to you free of charge.



## Appeals Determinations

You will be provided written or electronic notification of the decision on your appeal as follows:

- For appeals of claims as identified above, the appeal will be conducted and you will be notified of the decision within 60 days from receipt of a request for appeal of a denied claim.

Please note that our decision is based only on whether or not benefits are available under the Policy for the proposed treatment or procedure. We don't determine whether the pending Vision Service is necessary or appropriate. That decision is between you and your Vision Provider.

You may have the right to external review through an *Independent Review Organization (IRO)* upon the completion of the internal appeal process. Instructions regarding any such rights, and how to access those rights, will be provided in our decision letter to you.

## **Section 6: General Legal Provisions**

### **Entire Policy**

The Policy issued to the Enrolling Group, including the *Certificate(s)*, *Schedule(s) of Covered Vision Services*, the Enrolling Group's application, Amendments and Riders, constitute the entire Policy. All statements made by the Enrolling Group or by a Subscriber will, in the absence of fraud, be deemed representations and not warranties.

### **Time Limit on Certain Defenses**

No statement made by the Enrolling Group, except a fraudulent statement, will be used to void this Policy after it has been in force for a period of 2 years. In the absence of fraud, a statement made relating to an individual's insurability may not be used in contesting the validity of coverage:

- 1.) after coverage has been in force before the contest for two years during the individual's lifetime; and
- 2.) unless the statement is contained in a written instrument signed by the individual making the statement.

### **Amendments and Alterations**

Amendments to the Policy are effective upon 31 calendar days prior written notice to the Enrolling Group. Riders are effective on the date specified by us. No change will be made to the Policy unless it is made by an Amendment or a Rider that is signed by an officer of the Company. No agent has authority to change the Policy or to waive any of its provisions.

### **Relationship Between Parties**

The relationships between us and Network Vision Providers and relationships between us and Enrolling Groups are solely contractual relationships between independent contractors. Network Vision Providers and Enrolling Groups are not agents or employees of the Company, nor is the Company or any employee of the Company an agent or employee of Network Vision Providers or Enrolling Groups.

The relationship between a Network Vision Provider and any Covered Person is that of Vision Provider and patient. The Network Vision Provider is solely responsible for the services provided to any Covered Person. The Enrolling Group is solely responsible for enrollment and Coverage classification changes (including termination of a Covered Person's Coverage through the Company) and for the timely payment of the Policy Charge.

The relationship between the Enrolling Group and Covered Persons is that of employer and employee, Dependent or other Coverage classification as defined in the Policy.

### **Information and Records**

At times we may need additional information from you. You agree to furnish us with all information and proof that we may reasonably require regarding any matters pertaining to the Policy. If you do not provide this information when we request it, we may delay or deny payment of your Coverage.

By accepting Coverage under the Policy, you authorize and direct any person or institution that has provided services to you to furnish us with all information or copies of records relating to the services provided to you. We have the right to request this information at any reasonable time. This applies to all

Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form. We agree that such information and records will be considered confidential.

We have the right to release any and all records concerning vision care services which are necessary to implement and administer the terms of the Policy, for appropriate review or quality assessment, or as we are required to do by law or regulation. During and after the term of the Policy, we and our related entities may use and transfer the information gathered under the Policy in a de-identified format for commercial purposes, including research and analytic purposes.

For complete listings of your vision records or billing statements, we recommend that you contact your Vision Provider. Vision Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms.

If you request vision forms or records from us, we also may charge you reasonable fees to cover costs for completing the forms or providing the records.

In some cases, we will designate other persons or entities to request records or information from or related to you, and to release those records as necessary. Our designees have the same rights to this information as we have.

## **Examination of Covered Persons**

In the event of a question or dispute concerning Coverage for Vision Services, we may reasonably require that a Network Vision Provider acceptable to us examine you at our expense.

## **Clerical Error**

If a clerical error or other mistake occurs, that error will not deprive you of Coverage under the Policy. A clerical error also does not create a right to benefits or Coverage.

## **Notice**

When we provide written notice regarding administration of the Policy to an authorized representative of the Enrolling Group, that notice is deemed notice to all affected Subscribers and their Enrolled Dependents. The Enrolling Group is responsible for giving notice to you.

## **Workers' Compensation Not Affected**

The Coverage provided under the Policy does not substitute for and does not affect any requirements for coverage by workers' compensation insurance.

## **Conformity with Statutes**

Any provision of the Policy which, on its effective date, is in conflict with the requirements of applicable state or federal statutes or regulations is hereby amended to conform to the minimum requirements of such statutes and regulations.

## **Waiver/Estoppel**

Nothing in the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* is considered to be waived by any party unless the party claiming the waiver receives the waiver in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services*, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services*.

## Headings

The headings, titles and any table of contents contained in the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* are for reference purposes only and shall not in any way affect the meaning or interpretation of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services*.

## Unenforceable Provisions

If any provision of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* to the greatest extent legally permissible.

## Subrogation and Reimbursement

Subrogation is the substitution of one person or entity in the place of another with reference to a lawful claim, demand or right. Immediately upon paying or providing any benefit, we shall be subrogated to and shall succeed to all rights of recovery, under any legal theory of any type for the reasonable value of any services and benefits we provided to you, from any or all of the following listed below.

In addition to any subrogation rights and in consideration of the Coverage provided by this *Certificate*, we shall also have an independent right to be reimbursed by you for the reasonable value of any services and benefits we provide to you, from any or all of the following listed below.

- Third parties, including any person alleged to have caused you to suffer injuries or damages.
- Your employer.
- Any person or entity who is or may be obligated to provide benefits or payments to you, including benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation coverage, other insurance carriers or third party administrators.
- Any person or entity who is liable for payment to you on any equitable or legal liability theory.

These third parties and persons or entities are collectively referred to as "Third Parties."

You agree as follows:

- That you will cooperate with us in protecting our legal and equitable rights to subrogation and reimbursement, including:
  - Providing any relevant information requested by us.
  - Signing and/or delivering such documents as we or our agents reasonably request to secure the subrogation and reimbursement claim.
  - Responding to requests for information about any accident or injuries.
  - Making court appearances.
  - Obtaining our consent or our agents' consent before releasing any party from liability or payment of medical expenses.
- That failure to cooperate in this manner shall be deemed a breach of contract, and may result in the termination of vision benefits or the instigation of legal action against you.
- That we have the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.

- That no court costs or attorneys' fees may be deducted from our recovery without our express written consent; any so-called "Fund Doctrine" or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall not defeat this right, and we are not required to participate in or pay court costs or attorneys' fees to the attorney hired by you to pursue your damage/personal injury claim.
- That regardless of whether you have been fully compensated or made whole, we may collect from you the proceeds of any full or partial recovery that you or your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, with such proceeds available for collection to include any and all amounts earmarked as non-economic damage settlement or judgment.
- That benefits paid by us may also be considered to be benefits advanced.
- That you agree that if you receive any payment from any potentially responsible party as a result of an injury or illness, whether by settlement (either before or after any determination of liability), or judgment, you will serve as a constructive trustee over the funds, and failure to hold such funds in trust will be deemed as a breach of your duties hereunder.
- That you or an authorized agent, such as your attorney, must hold any funds due and owing us, as stated herein, separately and alone, and failure to hold funds as such will be deemed as a breach of contract, and may result in the termination of vision benefits or the instigation of legal action against you.
- That we may set off from any future benefits otherwise provided by us the value of benefits paid or advanced under this section to the extent not recovered by us.
- That you will not accept any settlement that does not fully compensate or reimburse us without our written approval, nor will you do anything to prejudice our rights under this provision.
- That you will assign to us all rights of recovery against Third Parties, to the extent of the reasonable value of services and benefits we provided, plus reasonable costs of collection.
- That our rights will be considered as the first priority claim against Third Parties, including tortfeasors from whom you are seeking recovery, to be paid before any other of your claims are paid.
- That we may, at our option, take necessary and appropriate action to preserve our rights under these subrogation provisions, including filing suit in your name, which does not obligate us in any way to pay you part of any recovery we might obtain.
- That we shall not be obligated in any way to pursue this right independently or on your behalf.
- That in the case of your wrongful death, the provisions of this section will apply to your estate, the personal representative of your estate and your heirs or beneficiaries.
- That the provisions of this section apply to the parents, guardian, or other representative of a Dependent child who incurs a sickness or injury caused by a Third Party. If a parent or guardian may bring a claim for damages arising out of a minor's Injury, the terms of this subrogation and reimbursement clause shall apply to that claim.

## **Refund of Overpayments**

If we pay benefits for expenses incurred on account of you, that you, or any other person or organization that was paid, must make a refund to us if any of the following apply:

- All or some of the expenses were not paid by you or did not legally have to be paid by you.
- All or some of the payment we made exceeded the benefits under the Policy.

- All or some of the payment was made in error.

The refund equals the amount we paid in excess of the amount we should have paid under the Policy. If the refund is due from another person or organization, then you agree to help us get the refund when requested.

If you, or any other person or organization that was paid, does not promptly refund the full amount, we may reduce the amount of any future benefits for you that are payable under the Policy. The reductions will equal the amount of the required refund. We may have other rights in addition to the right to reduce future benefits.

## **Limitation of Action**

You cannot bring any legal action against us to recover reimbursement until 61 days after you have properly submitted a request for reimbursement, and you have completed all the steps in the appeal process described in *Section 5: Questions, Complaints and Appeals*. After completing that process, if you want to bring a legal action against us you must do so within three years of the date we notified you of our final decision on your appeal or you lose any rights to bring such an action against us.

## Section 7: Covered Vision Services

### Routine Vision Examination

A routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Covered Person resides including:

- A. A case history, including chief complaint and/or reason for examination, patient medical/eye history, current medications, etc.;
- B. Recording of monocular and binocular visual acuity, far and near, with and without present correction (20/20, 20/40, etc.);
- C. Cover test at 20 feet and 16 inches (checks eye alignment);
- D. Ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception;
- E. Pupil responses (neurological integrity);
- F. External exam;
- G. Refraction (when applicable) – to determine power of corrective lenses for distance and near vision;
- H. Phorometry/Binocular testing - far and near: how well eyes work as a team;
- I. Tonometry, when indicated: test pressure in eye (glaucoma check);
- J. Ophthalmoscopic examination of the internal eye;
- K. Confrontation visual fields;
- L. Biomicroscopy;
- M. Color vision testing;
- N. Diagnosis/prognosis;
- O. Dilation (when indicated) - Examine the internal structures of the eye; and
- P. Specific recommendations.

Or in lieu of a routine exam, Refraction to determine power of corrective lenses for distance and near vision.

Post examination procedures will be performed only when materials are required.

### Eyeglass Lenses

Lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

### Eyeglass Frames

A structure that contains eyeglasses lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

## **Optional Lens Extras**

Special lens stock or modifications to lenses that do not correct visual acuity problems. Optional Lens Extras include options such as, but not limited to, tinted lenses, polycarbonate lenses, high-index lenses, progressive lenses, ultraviolet coating, scratch-resistant coating, edge coating, and photochromic coating.

## **Contact Lenses**

Lenses worn on the surface of the eye to correct visual acuity limitations.

## **Necessary Contact Lenses**

This benefit is available where a Vision Provider has determined a need for and has prescribed the service. Such determination will be made by the Vision Provider and not by us.

Contact lenses are necessary if the Covered Person has:

- A. Keratoconus;
- B. Anisometropia;
- C. Irregular corneal/astigmatism;
- D. Aphakia;
- E. Facial deformity; or
- F. Corneal deformity.



## Section 8: General Exclusions

The following Services and materials are excluded from Coverage under the Policy:

- A. Non-prescription items (e.g. Plano lenses) other than those listed in the *Schedule(s) of Covered Vision Services*.
- B. Services that the Covered Person, without cost, obtains from any governmental organization or program.
- C. Services for which the Covered Person may be compensated under Workers' Compensation Law, or other similar employer liability law.
- D. Any eye examination required by an employer as a condition of employment, by virtue of a labor agreement, a government body, or agency.
- E. Medical or surgical treatment for eye disease, which requires the services of a Physician.
- F. Replacement or repair of lenses and/or frames that have been lost or broken.
- G. Optional Lens Extras not listed in the *Schedule(s) of Covered Vision Services*.
- H. Missed appointment charges.
- I. Applicable sales tax charged on Services.
- J. Services that are not specifically covered by the Policy.
- K. Procedures that are considered to be Experimental, Investigational or Unproven. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Coverage if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.
- L. Any Vision Service rendered by the Policyholder.
- M. Intraocular lenses.

## Schedule of Covered Vision Services

The following Vision Services will be covered, subject to a Copayment, when obtained from Network Providers.

When obtaining these Vision Services from a Network Provider, you will be required to pay a Copayment at the time of service for certain Vision Services. The amount of Copayment that a Network Provider will charge is as noted in the column "Network Benefit" in the chart below.

When obtaining these Vision Services from a non-Network Provider, you will be required to pay all billed charges at the time of service. You may then obtain reimbursement from us. Reimbursement for non-Network Providers will be limited to the amounts noted in the column "Non-Network Benefit" in the chart below.

SERVICE	FREQUENCY OF SERVICE	NETWORK BENEFIT	NON-NETWORK BENEFIT
Routine Vision Examination	Once every 12 months	After a Copayment of \$10.00	To a maximum of a \$40.00 allowance
Refraction Only in Lieu of Routine Vision Examination	Once every 12 months	\$0 allowance	To a maximum of a \$40.00 allowance
Eyeglass Frames <sup>A</sup>	Once every 12 months	After a Copayment of \$25.00 <sup>B</sup> To a maximum of a \$130.00 allowance	To a maximum of a \$45.00 allowance
Eyeglass Lenses <sup>A</sup>	Once every 12 months		
Single Vision*		After a Copayment of \$25.00 <sup>B</sup>	To a maximum of a \$40.00 allowance
Bifocal-lined		After a Copayment of \$25.00 <sup>B</sup>	To a maximum of a \$60.00 allowance
Trifocal-Lined		After a Copayment of \$25.00 <sup>B</sup>	To a maximum of a \$80.00 allowance
Lenticular		After a Copayment of \$25.00 <sup>B</sup>	To a maximum of a \$80.00 allowance
Optional Lens Extras	Once every 12 months		
Gradient Tint Lenses Solid Tint Lenses		After a Copayment of \$15.00 After a Copayment of \$13.00	
Glass Coating (Gradient)		After a Copayment of \$15.00	
Glass Coating (Solid)		After a Copayment of	

SERVICE	FREQUENCY OF SERVICE	NETWORK BENEFIT	NON-NETWORK BENEFIT
		\$14.00	
Ultraviolet Filter (Plastic)		After a Copayment of \$16.00	
Ultraviolet Filter (Glass)		After a Copayment of \$23.00	
Standard Anti-Reflective Coating		After a Copayment of \$40.00	
Premium Anti-Reflective Coating		After a Copayment of \$80.00	
Platinum Anti-Reflective Coating		After a Copayment of \$90.00	
Glass Photochromic (Single Vision)		After a Copayment of \$20.00	
Glass Photochromic (Multi Focal)		After a Copayment of \$30.00	
Non-Glass Photochromic (Single Vision)		After a Copayment of \$50.00	
Non-Glass Photochromic (Multi Focal)		After a Copayment of \$65.00	
Edge Coating		After a Copayment of \$16.00	
Oversize Lenses		After a Copayment of \$10.00	
Blended Bifocal		After a Copayment of \$40.00	
Standard Progressive		After a Copayment of \$0.00	
Deluxe Progressive		After a Copayment of \$110.00	
Premium Progressive		After a Copayment of \$150.00	
Platinum Progressive		After a Copayment of \$250.00	
Aspheric Design (Single Vision)		After a Copayment of \$28.00	
Aspheric Design		After a Copayment of	

SERVICE	FREQUENCY OF SERVICE	NETWORK BENEFIT	NON-NETWORK BENEFIT
(Multi Focal)		\$75.00	
Polarized		20% Coinsurance	
High Index (Single Vision 1.60) High Index (Multi Focal 1.60)		After a Copayment of \$40.00 After a Copayment of \$60.00	
High Index (Single Vision 1.67)		After a Copayment of \$54.00	
High Index (Multi Focal 1.67)		After a Copayment of \$69.00	
Mid Index (Single Vision 1.56)		After a Copayment of \$30.00	
Mid Index (Multi Focal 1.56)		After a Copayment of \$50.00	
Polycarbonate (Single Vision)		After a Copayment of \$0.00	
Polycarbonate (Multi Focal)		After a Copayment of \$0.00	
Pink Tint 1 & 2		After a Copayment of \$13.00	
Occupational Double Segs		After a Copayment of \$40.00	
Faceted		20% Coinsurance	
Scratch Warranty		After a Copayment of \$10.00	
Roll & Polish		After a Copayment of \$13.00	
Lenticular		After a Copayment of \$75.00	
Contact Lenses <sup>A</sup>	Once every 12 months	After a Copayment of \$25.00 for up to 6 boxes from the Covered Contact Lens Selection. <sup>C</sup>  To a maximum of a \$150.00 allowance if not from the Covered Contact Lens Selection. <sup>C</sup>	To a maximum of a \$150.00 allowance
Necessary Contact	Once every 12	After a Copayment of	To a maximum of a

SERVICE	FREQUENCY OF SERVICE	NETWORK BENEFIT	NON-NETWORK BENEFIT
Lenses <sup>A</sup>	months	\$25.00	\$210.00 allowance

Optional Lens Extras:

- Eyeglass Lenses: The following Optional Lens Extras are covered in full:
  - Scratch-resistant Coating

<sup>A</sup> You are eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Lenses and Eyeglass Frames) or Contact Lenses. If you select more than one of these Vision Services, only one Service will be covered. Once the contact lens option is selected and the lenses are fitted, they may not be exchanged for eyeglasses.

<sup>B</sup> If you purchase Eyeglass Lenses and Eyeglass Frames at the same time from the same Network Provider, only one Copayment will apply to those Eyeglass Lenses and Eyeglass Frames together.

<sup>C</sup> Coverage for Covered Contact Lens Selection will not apply at Walmart, Sam's Club and Costco locations. The allowance for lens not from the Covered Contact Lens Selection will be used.

\*Single vision lens are defined as one single power across their entire surface with a single optical center and are made from CR-39 or glass material.

# **UNITEDHEALTHCARE VISION**

## **NOTICE OF PRIVACY PRACTICES**

### **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

**Effective: April 14, 2003**

We\* are required by law to protect the privacy of your health information. We are also required to send you this notice which explains how we may use information about you and when we can give out or "disclose" that information to others. You also have rights regarding your health information that are described in this notice.

The terms "information" or "health information" in this notice include any personal information that is created or received by a health care provider or health plan that related to your physical or mental health or condition, the provision of health care to you, or the payment for such health care.

We have the right to change our privacy practices. If we do, we will provide the revised notice to you within 60 days by direct mail or post it on our web site [www.myuhcvision.com](http://www.myuhcvision.com).

\*For purposes of this Notice of Privacy Practices, "we" or "us" refers to the following UnitedHealthcare entities: ACN Group of California, Inc.; All Savers Insurance Company; AmeriChoice of New Jersey, Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, In.; Dental Benefit Providers of California, Inc.; Dental benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.; Investors Guaranty Life Insurance Company; MAMSI Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; National Pacific Dental, Inc.; Nevada Pacific Dental, Inc.; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Optimum Choice, Inc. of Pennsylvania; Oxford Health Insurance, Inc.; Oxford Health Plans (CT), Inc.; Oxford Health Plans (NJ), Inc.; Oxford Health Plans (NY), Inc.; Pacific Union Dental, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; UnitedHealthcare of Alabama, Inc.; UnitedHealthcare of Arizona, Inc.; UnitedHealthcare of Arkansas, Inc.; UnitedHealthcare of Colorado, Inc.; UnitedHealthcare of Florida, Inc.; UnitedHealthcare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; UnitedHealthcare of Kentucky, Ltd.; UnitedHealthcare of Louisiana, Inc., UnitedHealthcare of the Mid-Atlantic, Inc.; UnitedHealthcare of the Midlands, Inc.; UnitedHealthcare of the Midwest, Inc.; UnitedHealthcare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; UnitedHealthcare of Ohio, Inc.; UnitedHealthcare of Tennessee, Inc.; UnitedHealthcare of Texas, Inc.; UnitedHealthcare of Utah; UnitedHealthcare of Wisconsin, Inc.; UnitedHealthcare Insurance Company; UnitedHealthcare Insurance Company of Illinois; UnitedHealthcare Insurance Company of New York; UnitedHealthcare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.

## How We Use or Disclose Information

**We must** use and disclose your health information to provide information:

- To you or someone who has the legal right to act for you (your personal representative);
- To the Secretary of the Department of Health and Human Services, if necessary, to make sure your privacy is protected; and
- Where required by law.

**We have the right** to use and disclose health information to pay for your health care and operate our business. For example, we may use your health information:

- **For Payment** of premiums due us and to process claims for health care services you receive.
- **For Treatment.** We may disclose health information to your doctors or hospitals to help them provide medical care to you.
- **For Health Care Operations.** We may use or disclose health information as necessary to operate and manage our business and to help manage your health care coverage. For example, we might talk to your doctor to suggest a disease management or wellness program that could help improve your health.
- **To Plan Sponsors.** If your coverage is through an employer group health plan, we may share summary health information and enrollment and disenrollment information with the plan sponsor. In addition, we may share other health information with the plan sponsor for plan administration if the plan sponsor agrees to special restriction on its use and disclosure of the information.
- **For Appointment Reminders.** We may use health information to contact you for appointment reminders with providers who provide medical care to you.

**We may** use or disclose your health information for the following purposes under limited circumstances:

- **To Persons Involved With Your Care.** We may use or disclose your health information to a person involved in your care, such as a family member, when you are incapacitated or in an emergency, or when permitted by law.
- **For Public Health Activities** such as reporting disease outbreaks.
- **For Reporting Victims of Abuse, Neglect or Domestic Violence** to government authorities, including a social service or protective service agency.
- **For Health Oversight Activities** such as governmental audits and fraud and abuse investigations.
- **For Judicial or Administrative Proceedings** such as in response to a court order, search warrant or subpoena.
- **For Law Enforcement Purposes** such as providing limited information to locate a missing person.
- **To Avoid a Serious Threat to Health or Safety** by, for example, disclosing information to public health agencies.
- **For Specialized Government Functions** such as military and veteran activities, national security and intelligence activities, and the protective services for the President and others.
- **For Workers Compensation** including disclosures required by state workers compensation laws of job-related injuries.

- **Provide Information Regarding Decedents.** We may disclose information to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.

If none of the above reasons apply, **then we must get your written authorization to use or disclose your health information.** If a use or disclosure of health information is prohibited or materially limited by other applicable law, it is our intent to meet the requirements of the more stringent law. In some states, your authorization may also be required for disclosure of your health information. In many states, your authorization may be required in order for us to disclose your highly confidential health information, as described below. Once you give us authorization to release your health information, we cannot guarantee that the person to whom the information is provided will not disclose the information. You may take back or "revoke" your written authorization, except if we have already acted based on your authorization. To revoke an authorization, refer to "Exercising Your Rights" on page 4 of this notice.

## Highly Confidential Information

Federal and applicable state laws may require special privacy protections for highly confidential information about you. "Highly confidential information" may include confidential information under Federal law governing alcohol and drug abuse information as well as state laws that often protect the following types of information:

- HIV/AIDS;
- Mental health;
- Genetic tests;
- Alcohol and drug abuse;
- Sexually transmitted diseases and reproductive health information; and
- Child or adult abuse or neglect, including sexual assault.

Attached to this notice is a *Summary of State Laws on Use and Disclosure of Certain Types of Medical Information.*

## What Are Your Rights

The following are your rights with respect to your health information.

- **You have the right to ask to restrict** uses or disclosures of your information for treatment, payment, or health care operations. You also have the right to ask to restrict disclosures to family members or to others who are involved in your health care or payment for your health care. We may also have policies on dependent access that may authorize certain restrictions. **Please note that while we will try to honor your request and will permit requests consistent with its policies, we are not required to agree to any restriction.**
- **You have the right to ask to receive confidential communications** of information in a different manner or at a different place (for example, by sending information to a P.O. box instead of your home address).
- **You have the right to see and obtain a copy** of health information that may be used to make decisions about you such as claims and case or medical management records. You also may receive a summary of this health information. You must make a written request to inspect and copy your health information. In certain limited circumstances, we may deny your request to inspect and copy your health information.



- **You have the right to ask to amend** information we maintain about you if you believe the health information about you is wrong or incomplete. If we deny your request, you may have a statement of your disagreement added to your health information.
- **You have the right to receive an accounting** of disclosures of your information made by us during the six years prior to your request. This accounting will not include disclosures of information: (i) made prior to April 14, 2003; (ii) for treatment, payment, and health care operations purposes; (iii) to you or pursuant to your authorization; and (iv) to correctional institutions or law enforcement officials; and (v) other disclosures that federal law does not require us to provide an accounting.
- **You have the right to a paper copy of this notice.** You may ask for a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our website, [www.myuhcvision.com](http://www.myuhcvision.com)

### **Exercising Your Rights**

- **Contacting your Health Plan.** If you have any questions about this notice or want to exercise any of your rights, please call the phone number on your ID card.
- **Filing a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us at the following address:

UnitedHealthcare  
Customer Service - Privacy Unit  
PO Box 740815  
Atlanta, GA 30374-0815

**You may also notify the *Secretary of the U.S. Department of Health and Human Services* of your complaint.** We will not take any action against you for filing a complaint.

## Financial Information Privacy Notice

We (including our affiliates listed at the bottom of this page)\*\* are committed to maintaining the confidentiality of your personal financial information. For the purposes of this notice, "personal financial information" means information, other than health information, about an enrollee or an applicant for health care coverage that identifies the individual, is not generally publicly available and is collected from the individual or is obtained in connection with providing health care coverage to the individual.

We collect personal financial information about you from the following sources:

- Information we receive from you on applications or other forms, such as name, address, age and social security number; and
- Information about your transactions with us, our affiliates or others, such as premium payment history.

We do not disclose personal financial information about our enrollees or former enrollees to any third party, except as required or permitted by law.

We restrict access to personal financial information about you to employees and service providers who are involved in administering your health care coverage and providing services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your personal financial information.

*\*For purposes of this Financial Information Privacy Notice, "we" or "us" refers to the entities on the first page of the Notice of Privacy Practices, plus the following UnitedHealthcare affiliates: ACN Group, Inc.; ACN Group IPA of New York, Inc.; Alliance Recovery Services, LLC; AmeriChoice Health Services, Inc.; Behavioral Health Administrators; Continental Plan Services, Inc.; Coordinated Vision Care, Inc.; DBP-KAI, Inc.; Disability Consulting Group, LLC; DCG Resource Options, LLC; Definity Health Corporation; Definity Health of New York, Inc.; Dental Benefit Providers, Inc.; Dental Insurance Company of America; Exante Bank, Inc.; Fidelity Benefit Administrators, Inc.; HealthAllies, Inc.; IBA Self Funded Group, Inc.; Illinois Pacific Dental, Inc.; Lifemark Corporation; MAMSI Insurance Resources, LLC; Managed Physical Network, Inc.; Mid Atlantic Medical Services, LLC; Midwest Security Administrators, Inc.; Midwest Security Care, Inc.; National Benefit Resources, Inc.; NPD Dental Services; NPD Insurance Company, Inc.; OneNet PPO, LLC; Oxford Benefit Management, Inc.; Oxford Health Plans LLC; Pacific Dental Benefits; PacifiCare Behavioral Health NY IPA, Inc.; PacifiCare Health Plan Administrators, Inc.; ProcessWorks, Inc.; Spectera of New York, IPA, Inc.; Uniprise, Inc.; United Behavioral Health of New York, I.P.A., Inc.; UnitedHealth Advisors, LLC; UnitedHealthcare Services, Inc.; UnitedHealthcare Services Company of the River Valley, Inc.; UnitedHealthcare Service LLC; United Medical Resources, Inc.*

## Summary of State Laws on Use and Disclosure of Certain Types of Medical Information

This information is intended to provide an overview of state laws that are more stringent than the federal *Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules* with respect to the use or disclosure of protected health information in the categories listed below.

<b>Sexually Transmitted Diseases and Reproductive Health</b>	
Disclosure of sexually transmitted diseases and reproductive health related information may be: (1) limited to specified circumstances; and/or (2) restricted by the patient.	HI, MS, NM, NY, NC, OK, WA, VA
Disclosure of sexually transmitted diseases and reproductive health information must be accompanied by a written statement meeting certain requirements.	NM
There are specific requirements that must be followed when an insurer uses or requests sexually transmitted disease tests or reproductive health information for insurance or underwriting purposes.	MS
<b>Alcohol and Drug Abuse</b>	
Disclosure of alcohol and drug abuse information may be: (1) limited to specified circumstances; (2) restricted by the patient; and/or (3) prohibited under certain circumstances.	GA, HI, KY, MA, NH, OK, VA, WA, WI
A specific written statement must accompany any alcohol and drug abuse information disclosures.	WI
Specific requirements must be followed when an insurer uses or requests drug and alcohol tests or information for insurance or underwriting purposes.	KY, VA
<b>Genetic Information</b>	
An authorization is required for each disclosure of genetic information.	CA, HI, KY, LA, RI, TN
Genetic information may be disclosed only under specific circumstances.	AZ, CO, FL, GA, HI, IL, MD, MA, MO, NV, NH, NJ, NM, NY, OR, TX, VT
Restrictions apply to (1) the use; and/or (2) the retention of genetic information.	CO, GA, IL, NV, NJ, NM, OR, VT, WY
Specific requirements must be followed when an insurer uses or requests a genetic test for insurance or underwriting purposes.	FL, IL, IN, LA, NV, WY

<b>HIV/AIDS</b>	
Disclosure of HIV/AIDS related information may only be: (1) limited to specific circumstances; and/or (2) restricted by the patient.	AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KY, ME, MA, MI, NH, NJ, NM, NY, NC, OH, OK, OR, PA, TX, UT, VT, VA, WA, WV, WI
A specific written statement must accompany any HIV/AIDS related information.	AZ, CT, KY, NM, OR, PA, WV
Certain restrictions apply to the retention of HIV/AIDS related information.	MA, NH
Specific requirements must be followed when an insurer uses or requests an HIV/AIDS test for insurance or underwriting purposes.	AR, DE, FL, IA, MA, NH, PA, UT, VA, VT, WA, WV
Improper disclosure may be subject to penalties.	DE
Disclosure to the individual and/or designated physician may be required.	MA, NH
<b>Mental Health</b>	
Disclosure of mental health information may be: (1) limited to specific circumstances; (2) restricted by the patient; and/or (3) prohibited or prevented under certain circumstances.	AL, AZ, CA, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KY, ME, MA, MD, MI, MN, NM, NY, OK, PA, TN, TX, VT, VA, WA, WV, WI
A specific written statement must accompany any mental health information disclosures.	WI
Specific requirements must be followed when an insurer uses or requests mental health information for insurance or underwriting purposes.	IA, KY, ME, MA, NM, TN, VA
<b>Child or Adult Abuse</b>	
Abuse related information may only be disclosed under specific circumstances.	AL, LA, NM, TN, UT, VA, WI

## **Continuation Coverage under Federal Law (COBRA)**

Much of the language in this section comes from the federal law that governs continuation coverage. You should call your enrolling group's plan administrator if you have questions about your right to continue coverage.

In order to be eligible for continuation coverage under federal law, you must meet the definition of a "Qualified Beneficiary". A Qualified Beneficiary is any of the following persons who was covered under the policy on the day before a qualifying event:

- A subscriber.
- A subscriber's enrolled dependent, including with respect to the subscriber's children, a child born to or placed for adoption with the subscriber during a period of continuation coverage under federal law.
- A subscriber's former spouse.

## **Qualifying Events for Continuation Coverage under Federal Law (COBRA)**

If the coverage of a Qualified Beneficiary would ordinarily terminate due to one of the following qualifying events, then the Qualified Beneficiary is entitled to continue coverage. The Qualified Beneficiary is entitled to elect the same coverage that she or he had on the day before the qualifying event.

The qualifying events with respect to an employee who is a Qualified Beneficiary are:

- A. Termination of the subscriber from employment with the enrolling group, for any reason other than gross misconduct.
- B. Reduction in the subscriber's hours of employment.

With respect to a subscriber's spouse or dependent child who is a Qualified Beneficiary, the qualifying events are:

- A. Termination of the subscriber from employment with the enrolling group, for any reason other than the subscriber's gross misconduct.
- B. Reduction in the subscriber's hours of employment.
- C. Death of the subscriber.
- D. Divorce or legal separation of the subscriber.
- E. Loss of eligibility by an enrolled dependent who is a child.
- F. Entitlement of the subscriber to Medicare benefits.
- G. The enrolling group filing for bankruptcy, under Title 11, United States Code. This is also a qualifying event for any retired subscriber and his or her enrolled dependents if there is a substantial elimination of coverage within one year before or after the date the bankruptcy was filed.

## **Notification Requirements and Election Period for Continuation Coverage under Federal Law (COBRA)**

### **Notification Requirements for Qualifying Event**

The subscriber or other Qualified Beneficiary must notify the enrolling group's plan administrator within 60 days of the latest of the date of the following events:

- The subscriber's divorce or legal separation, or an enrolled dependent's loss of eligibility as an enrolled dependent.
- The date the Qualified Beneficiary would lose coverage under the policy.
- The date on which the Qualified Beneficiary is informed of his or her obligation to provide notice and the procedures for providing such notice.

The subscriber or other Qualified Beneficiary must also notify the enrolling group's plan administrator when a second qualifying event occurs, which may extend continuation coverage.

If the subscriber or other Qualified Beneficiary fails to notify the enrolling group's plan administrator of these events within the 60 day period, the plan administrator is not obligated to provide continued coverage to the affected Qualified Beneficiary. If a subscriber is continuing coverage under federal law, the subscriber must notify the enrolling group's plan administrator within 60 days of the birth or adoption of a child.

### **Notification Requirements for Disability Determination or Change in Disability Status**

The subscriber or other Qualified Beneficiary must notify the enrolling group's plan administrator as described under "Terminating Events for Continuation Coverage under Federal Law (COBRA)," subsection A. below.

The notice requirements will be satisfied by providing written notice to the enrolling group's plan administrator. The contents of the notice must be such that the plan administrator is able to determine the covered employee and Qualified Beneficiary or beneficiaries, the qualifying event or disability, and the date on which the qualifying event occurred.

None of the above notice requirements will be enforced if the subscriber or other Qualified Beneficiary is not informed of his or her obligations to provide such notice.

After providing notice to the enrolling group's plan administrator, the Qualified Beneficiary shall receive the continuation coverage and election notice. Continuation coverage must be elected by the later of 60 days after the qualifying event occurs; or 60 days after the Qualified Beneficiary receives notice of the continuation right from the plan administrator.

The Qualified Beneficiary's initial premium due to the plan administrator must be paid on or before the 45th day after electing continuation.

The Trade Act of 2002 amended COBRA to provide for a special second 60-day COBRA election period for certain employees who have experienced a termination or reduction of hours and who lose group health plan coverage as a result. The special second COBRA election period is available only to a very limited group of individuals: generally, those who are receiving trade adjustment assistance (TAA) or 'alternative trade adjustment assistance' under a federal law called the Trade Act of 1974. These employees are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage), but only within a limited period of 60 days from the first day of the month when an individual begins receiving TAA (or would be eligible to receive TAA but for the requirement that unemployment benefits be exhausted) and only during the six months immediately after their group health plan coverage ended.

If you qualify or may qualify for assistance under the Trade Act of 1974, contact the enrolling group for additional information. You must contact the enrolling group promptly after qualifying for assistance under the Trade Act of 1974 or you will lose your special COBRA rights. COBRA coverage elected during the special second election period is not retroactive to the date that plan coverage was lost but begins on the first day of the special second election period.

## **Terminating Events for Continuation Coverage under Federal Law (COBRA)**

Continuation under the policy will end on the earliest of the following dates:

- A. Eighteen months from the date of the qualifying event, if the Qualified Beneficiary's coverage would have ended because the subscriber's employment was terminated or hours were reduced (i.e., qualifying event A.).

If a Qualified Beneficiary is determined to have been disabled under the Social Security Act at any time within the first 60 days of continuation coverage for qualifying event A. then the Qualified Beneficiary may elect an additional eleven months of continuation coverage (for a total of twenty-nine months of continued coverage) subject to the following conditions:

- Notice of such disability must be provided within the latest of 60 days after:
  - the determination of the disability; or
  - the date of the qualifying event; or
  - the date the Qualified Beneficiary would lose coverage under the policy; and
  - in no event later than the end of the first eighteen months.
- The Qualified Beneficiary must agree to pay any increase in the required premium for the additional eleven months.
- If the Qualified Beneficiary who is entitled to the eleven months of coverage has non-disabled family members who are also Qualified Beneficiaries, then those non-disabled Qualified Beneficiaries are also entitled to the additional eleven months of continuation coverage.

Notice of any final determination that the Qualified Beneficiary is no longer disabled must be provided within 30 days of such determination. Thereafter, continuation coverage may be terminated on the first day of the month that begins more than 30 days after the date of that determination.

- B. Thirty-six months from the date of the qualifying event for an enrolled dependent whose coverage ended because of the death of the subscriber, divorce or legal separation of the subscriber, or loss of eligibility by an enrolled dependent who is a child (i.e. qualifying events C., D., or E.).
- C. With respect to Qualified Beneficiaries, and to the extent that the subscriber was entitled to Medicare prior to the qualifying event:
- Eighteen months from the date of the subscriber's Medicare entitlement; or
  - Thirty-six months from the date of the subscriber's Medicare entitlement, if a second qualifying event (that was due to either the subscriber's termination of employment or the subscriber's work hours being reduced) occurs prior to the expiration of the eighteen months.
- D. With respect to Qualified Beneficiaries, and to the extent that the subscriber became entitled to Medicare subsequent to the qualifying event:

- Thirty-six months from the date of the subscriber's termination from employment or work hours being reduced (first qualifying event) if:
  - The subscriber's Medicare entitlement occurs within the eighteen month continuation period; and
  - If, absent the first qualifying event, the Medicare entitlement would have resulted in a loss of coverage for the Qualified Beneficiary under the group health plan.
- E. The date coverage terminates under the policy for failure to make timely payment of the premium.
- F. The date, after electing continuation coverage, that coverage is first obtained under any other group health plan. If such coverage contains a limitation or exclusion with respect to any pre-existing condition, continuation shall end on the date such limitation or exclusion ends. The other group health coverage shall be primary for all health services except those health services that are subject to the pre-existing condition limitation or exclusion.
- G. The date, after electing continuation coverage, that the Qualified Beneficiary first becomes entitled to Medicare, except that this shall not apply in the event that coverage was terminated because the enrolling group filed for bankruptcy, (i.e. qualifying event G.). If the Qualified Beneficiary was entitled to continuation because the enrolling group filed for bankruptcy, (i.e. qualifying event G.) and the retired subscriber dies during the continuation period, then the other Qualified Beneficiaries shall be entitled to continue coverage for thirty-six months from the date of the subscriber's death.
- H. The date the entire policy ends.
- I. The date coverage would otherwise terminate under the policy.





