

This vision policy is underwritten by Delta Dental of Arizona, an Arizona dental and optometric service corporation (Delta Dental). All policies are administered, at least in part, by First American Administrators, Inc. and Renaissance Life & Health Insurance Company of America. Certain network administration services are provided through EyeMed Vision Care, LLC  
The monthly rates for the plan option you have selected are:

#### **Notice Of Fourteen Day Right To Examine Policy**

Delta Dental of Arizona. urges you to read this policy carefully and trusts that upon doing so you will fully understand, and will be pleased with, its coverage. If, however, questions arise or information is desired, do not hesitate to consult the selling agent or Delta Dental of Arizona. In addition, should the policy for any reason be unsatisfactory, by surrendering it within fourteen days from the date this policy document was produced and mailed to our office at PO Box 1950 Indianapolis, IN 46206 or to the selling agent, your full premium will be refunded, and the policy will be cancelled and deemed void and as never in force and effect. Attached to this letter are additional policy provisions. Please take time to review this information.

Each enrolled member will be sent an enrollment kit directly from EyeMed Vision Care at the address listed on the enrollment form. The enrollment kit will include ID card(s), benefit information and a listing of contracted Advantage Network providers in your area. Additional ID cards, benefit information look-up and provider listings can be obtained by registering at EyeMed's member website at [www.eyemedvisioncare.com](http://www.eyemedvisioncare.com) or by calling EyeMed's Customer Service Department at 1-866-246-9041.

Thank you for selecting Delta Dental of Arizona. for your vision coverage. If we can be of further assistance, please do not hesitate to contact us at 800-894-2961.

Sincerely,

Delta Dental of Arizona. - DeltaVision  
Enrollment Department

*DeltaVision is offered through Delta Dental of Arizona, in partnership with EyeMed Vision Care, LLC.*

# Delta Dental of Arizona

## Covered Services Information and Policy Provisions

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## Covered Services

Vision Care Services	Member Cost	Out-of-Network Allowance
<b>Exam with Dilatation as Necessary:</b>	\$10 Copay	Up to: \$30
<b>Frames:</b> Any frame available at provider location	\$0 Copay; \$120 allowance, 20% off balance over \$120	Up to: \$60
<b>Standard Plastic Lenses:</b> Single Vision Bifocal Trifocal  Standard Progressive** Premium Progressive**	\$10 Copay \$10 Copay \$10 Copay  \$70 \$70, 80% of Charge less \$110 Allowance	Up to: \$25 \$40 \$55  \$40 \$40
<b>Lens Options:</b> Standard Plastic Scratch Coating	\$0	Up to: \$5
<b>Contact Lenses:</b> <i>(Discount applies to materials only)</i> Conventional Disposable Medically Necessary	\$0 Copay; \$80 allowance, 15% off balance over \$80 \$0 Copay; \$80 allowance, plus balance over \$80 \$0 Copay, Paid-in-Full	Up to: \$64 Up to: \$64 Up to: \$200
<b>Frequency:</b> Examination Frame Lenses or Contact Lenses	Once every 12 months Once every 12 months Once every 12 months	

\*\* Standard/Premium Progressive lenses not covered - fund as a Bifocal Lens

### Additional Benefit Information

#### Additional Discounts:

In-Network Member Discount

#### Exam Options:

Standard Contact Lens Fit and Follow-Up:	Up to: \$40
Premium Contact Lens Fit and Follow-Up:	10% off Retail

#### Lens Options:

UV Treatment	\$12
Tint (Solid and Gradient)	\$12
Standard Polycarbonate	\$35
Standard Anti-Reflective Coating	\$40
Other Add-Ons and Services	30% off Retail Price

Member receives a 30% discount on items not covered by the plan at network Providers, which cannot be combined with any other discounts or promotional offers. Discount does not apply to EyeMed provider's professional services, or contact lenses.

Members also receive 15% off retail price or 5% off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA Vision.

Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.

After initial purchase, replacement contact lenses may be obtained via the Internet at substantial savings and mailed directly to the member. Details are available at [www.eyemedvisioncare.com](http://www.eyemedvisioncare.com).

The contact lens benefit allowance is not applicable to this service.

### **Plan Exclusions**

1. Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
2. Medical and/or surgical treatment of the eye, eyes or supporting structures;
3. Any eye or Vision Examination, or any corrective eyewear required by a member as a condition of employment; Safety eyewear;
4. Services provided as a result of any Workers' Compensation law or similar legislations, or required by any governmental agency or program whether federal, state or subdivisions thereof except as pursuant to Title XIX of the Social Security Act;
5. Plano ( non-prescription) lenses and/or contact lenses;
6. Non-prescription sunglasses;
7. Two pairs of glasses in lieu of bifocals;
8. Services or materials provided by any other group benefit plan providing vision care;
9. Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy;
10. Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the insured Person are within 31 days from the date of such order; and
11. Lost or broken lenses, frames, glasses or contact lenses will not be replaced except in the next Benefit Frequency when Vision materials would next become available.

### **Contract Provisions**

#### **Entire Contract and Contract Amendments**

This Contract with all Appendices, the vision benefit summary, the Appeals Booklet (if applicable) and the Application constitute the entire Contract between the parties.

This Contract may be changed in whole or in part. No change in this Contract will be valid unless it is approved in writing by Delta Dental of Arizona's Chief Executive Officer and given to the member for attachment to this Contract. No agent has the authority to change this Contract or to waive any of its provisions.

#### **Anniversary Date**

This policy is written for a period of 12 months from the Policyholder's effective date. A Policyholder may elect to continue coverage for successive renewal periods by the payment of premiums set by Delta Dental of Arizona on each renewal date or dis-enroll at any anniversary date.

#### **Limited Assignability of Benefits**

A Member may not assign or transfer the rights to receive any portion of the benefits to any person or entity except that in-network providers are paid benefits directly, and if you assign your benefits to an out-of-network provider, we will pay the out-of-network provider directly on your behalf. Out of network reimbursements for covered services are limited to the Out of Network Allowance.

If Delta Dental of Arizona makes a payment that is inaccurate or makes an overpayment to the member, Delta Dental of Arizona is entitled to reimbursement from the Subscriber or may offset the amount owed against a future claim. Inaccurate payments are not a waiver of any future rights of Delta Dental of Arizona to deny payment for non covered benefits.

#### **Rescission of Coverage**

If there is fraud or a material misrepresentation on an enrollment form for coverage for any person ineligible to be covered by the vision plan, the coverage will be rescinded and will be considered as never having been in effect. Any premiums paid for coverage for the ineligible person will be refunded minus

any claims paid for that person. Delta Dental of Arizona is entitled to recover the claim payments that exceed the amount of premium paid. The other persons on the benefit plan who remain eligible will not be affected by the rescinded coverage of the ineligible person.

## **Eligibility Provisions**

### **Eligible Subscriber**

You are covered under this program if you are:

- A. A resident in the State of Arizona;
- B. At least eighteen (18) years of age; and
- C. Concurrently a subscriber of Delta Dental of Arizona's Individual and Family dental plans.

### **Eligible Dependents**

If you are enrolled for family coverage, the following dependents may be covered under this program:

- A. Your lawful spouse; and
- B. Your unmarried children under age nineteen (19) or those of your lawful spouse, including newborn children, stepchildren, persons under legal guardianship substantiated by a court order, legally adopted children and children placed for adoption with you in accordance with applicable state or federal law.

### **Student Status**

A dependent child will be eligible for coverage until age nineteen (19), or if a full-time student in an accredited school enrolled in a minimum number of credit hours in accordance with the school's full-time student status. Benefits for students will continue up to the limiting age of twenty-three (23). Student status will be verified. Written verification of full-time student status should be submitted at open enrollment. It shall be valid until the next periodic update. If verification is not received at initial enrollment, verification will occur when the first claim is received. Thereafter, eligibility verification will be requested based on the group contract's specified full-time student age limitations.

### **Handicapped Dependents**

A Subscriber's dependent child over the age of nineteen (19) may continue to be eligible as a dependent, if the child is incapable of self-sustaining employment because of physical or mental incapacity that began before age nineteen (19), and the child is dependent on the Subscriber for support and maintenance. Proof of incapacity must be provided to Delta Dental of Arizona and your employer within thirty-one (31) days of a request, but not more frequently than once per year following the child reaching the applicable limiting age.

## **General Provisions**

### **Conversion Coverage**

A Covered Dependent may enroll in conversion coverage upon the divorce or death of the Policyholder. The conversion coverage may include Covered Dependent children for whom the spouse has responsibility for care and/or support. A Covered Dependent child may also enroll in conversion coverage upon reaching the limiting age, is no longer a full-time student, or until the date of the Covered Dependent child's marriage.

Delta Dental of Arizona requires a Delta Dental of Arizona approved enrollment form and the first premium payment within thirty-one (31) days for the conversion contract to become effective. The effective date of the conversion contract will be the day following termination of active coverage. There will be no evidence of insurability requirement.

**Who would not be eligible for conversion coverage?**

This conversion coverage is not available to a person covered by other vision benefits, which together with this conversion coverage would constitute duplicate insurance. This coverage also does not apply if the Policyholder terminates the Vision Coverage Policy as a result of a change to another insurance carrier.

**Premium Payment Grace Period**

A grace period of ten (10) days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.

**Notice of claim**

Written notice of claim must be given to the insurer within twenty days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at PO Box 1950, Indianapolis, IN 46206, or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.

**Reinstatement**

If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy, provided, however, that if the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the forty-fifth (45) day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten (10) days after such date. In all other respects the insured and insurer shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

**Claim Payment Provisions****Filing a Claim**

Claims should be filed on forms approved by Delta Dental of Arizona. If the requested forms are not provided within fifteen (15) days after the request is made, the claim may be submitted in a letter which provides written proof of the claim covering the occurrence, the character, and the extent of the loss. The requirements for proof of loss will be considered satisfied if the forms or a written statement as outlined above are received within the time frame as stated in the following paragraph. Proof of loss means a sworn statement that usually must be furnished by the insured to an insurer before any loss under a policy may be paid. This form is usually used in the settlement of first-party losses and includes the date and description of the occurrence and the amount of loss. A claim is a demand by an insured or another party for indemnification of a loss under an insurance contract or bond; sometimes, the actual or estimated amount of a loss.

**Time Limit on Certain Defenses**

- A. After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two year period.
- B. No claim for loss incurred or disability (as defined in the policy) commencing after two years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

**Proof of Loss**

Written proof of loss must be furnished to Delta Dental of Arizona at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which the insurer is liable and in case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Time of Payment of Claims**

Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**Notice of Decision on Claim**

If additional information is needed and, therefore, it is not possible to pay the claim, the Policyholder will receive a notice within fifteen (15) working days after receipt of the claim. If Delta Dental of Arizona denies your claim or procedure, or reduces your payment, in whole or in part, including those due to eligibility to participate or utilization review, you will receive an Explanation of Benefits (“EOB”) describing your liability for services received. If the Policyholder does not receive a decision within thirty (30) days after Delta Dental of Arizona receives information required to process the claim, the Policyholder will have an immediate right to request a review as if the claim had been denied.

If Delta Dental of Arizona denies any part of the claim, the Policyholder will receive a written notice of denial containing:

- A. The reasons for the decision;
- B. A description of any additional information needed to support the claim; and
- C. Information concerning the Policyholder’s right to appeal the decision.

**Legal Actions**

No action at law or in equity may be brought until sixty (60) days after you have given us proof of loss. No such action may be brought more than three years after the end of the period within which proof of loss must be provided.

**Physical Examination**

Delta Dental of Arizona may investigate your claims at any time. Delta Dental of Arizona at its own expense shall have the right and opportunity to examine the covered person and/or review treatment histories when and as often as it may reasonably require during the pendency of a claim hereunder. Delta Dental of Arizona may deny or suspend payment of vision benefits if the covered person or the vision provider fails to cooperate with a review or examination by the vision professional that Delta Dental of Arizona selects.

**Claims Payment After Contract Termination**

Delta Dental of Arizona will not pay for any claim prior to the termination date but submitted by you or your provider more than twelve (12) months after the date of a member’s termination. Delta Dental of Arizona is not required to pay benefits for claims provided after the cancellation date.

**Important Notice!**

Keep this certificate with your important personal records to protect your rights under the health insurance portability and accountability act of 1996 (“HIPAA”). This certificate is proof of your prior health insurance coverage. You may need to

show this certificate to have a guaranteed right to buy new health insurance (“Guaranteed issue”). This certificate may also help you avoid waiting periods or exclusions for preexisting conditions. Under HIPAA, these rights are guaranteed only for a very short time period. After your group coverage ends, you must apply for new coverage within sixty-three (63) days to be protected by HIPAA. If you have questions, call the Arizona Department of Insurance.