Emory Vision Care Plan
Summary Plan Description

Effective January 1, 2020
Table of Contents

Important Notice ................................................................................................................................................. 4
Eligibility ............................................................................................................................................................... 5
  Employees ............................................................................................................................................................ 5
  Dependents .......................................................................................................................................................... 5
  Your Surviving Spouse and/or Child(ren) ........................................................................................................... 6
  Retiree and Covered Participants ........................................................................................................................ 7
Enrolling Ineligible Individuals .................................................................................................................................. 7
Enrollment Procedure ............................................................................................................................................. 8
  Annual Enrollment ................................................................................................................................................ 8
  Family Status Changes ....................................................................................................................................... 8
  Other Events Which May Entitle You to Mid-Year Changes ................................................................................. 9
Effective Date of Coverage .................................................................................................................................... 9
  Employees ............................................................................................................................................................ 9
  Dependents .......................................................................................................................................................... 9
  Child Who Must Be Covered Due to a Qualified Medical Child Support Order (QMCSO) .................. 10
  Termination of Coverage ..................................................................................................................................... 10
The EyeMed Network .............................................................................................................................................. 11
Summary of Vision Care Services .......................................................................................................................... 12
Using Network Providers ....................................................................................................................................... 13
  In-Network Providers ......................................................................................................................................... 13
  Out-of-Network Providers ................................................................................................................................. 13
Vision Coverage and Your Emory Medical Plan ..................................................................................................... 13
Emory Employee Discounts at the Emory Eye Center ............................................................................................. 13
Additional Discounts .............................................................................................................................................. 14
Medically Necessary Contact Lenses .................................................................................................................... 14
Retinal Imaging Benefit .......................................................................................................................................... 15
Savings on Laser Vision Correction ....................................................................................................................... 15
Hearing Discount Benefit with Amplifon Hearing Health Care ............................................................................ 15
Online Contact Lenses with ContactsDirect.com .................................................................................................. 15
Online Eyewear with Glasses.com .......................................................................................................................... 16
Plan Limitations and Exclusions ............................................................................................................................ 16
  Limitations .......................................................................................................................................................... 16
  Exclusions .......................................................................................................................................................... 16
Sample Savings....................................................................................................................................................17
Claims and Claims Appeals.......................................................................................................................................17
  Time Frames for Processing Claims .....................................................................................................................17
  Time Frames and Procedures for Appealing Claims – First Level.................................................................18
  Complaint Procedure ...........................................................................................................................................18
  Restriction of Venue ...........................................................................................................................................18
Summary of ERISA Information ................................................................................................................................19
Continuation of Group Health Plan Coverage ....................................................................................................20
USERRA Continuation Coverage ..........................................................................................................................23
ERISA Rights..........................................................................................................................................................24
  Receive Information about Your Plan Benefits ....................................................................................................24
  Continue Group Health Plan Coverage.............................................................................................................24
Prudent Actions by Plan Fiduciaries.......................................................................................................................25
  Enforce Your Rights ..........................................................................................................................................25
  Assistance with Your Questions ........................................................................................................................25
Definitions..............................................................................................................................................................26
The purpose of this Summary Plan Description (“SPD”) is to provide you with a summary of your Benefits and other important information in the Vision Plan. Emory has selected EyeMed Vision Care, LLC (“EyeMed”) as your vision care services provider (the “Plan”). The Plan, underwritten by Fidelity Security Life Insurance Company, provides coverage for routine vision exams, as well as eyeglasses and contact lenses. In the event there is a conflict of language between the Summary Plan Description and the insurance documents, the language in the insurance documents will control.

**Important Notice**

The EyeMed Vision Care plan is established by Emory voluntarily and may be amended or terminated at any time by Emory, in its sole discretion. Amendments may, among other things, affect eligibility, contribution rates, benefits coverage, reimbursement rates, procedures, participation, etc., at any time, regardless of whether the individual is participating in the benefit plans at the time of amendment, and even after an individual retires. The Plan Administrator has the discretionary authority to interpret the provisions of the Plan and SPD, and its decisions are final and binding. Nothing in the SPD or the Plan gives, or is intended to give any person the right to be retained in Emory’s employment or to interfere with Emory’s right to terminate the employment of any person.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires employer vision plans to maintain the privacy of your vision information and to provide you with a notice of the Plan’s legal duties and privacy practices with respect to your vision information. The notice will describe how the Plan may use or disclose your vision information and under what circumstances it may share your vision information without your authorization (generally, to carry out treatment, payment or vision care operations). In addition, the notice will describe your rights with respect to your vision information. Refer to the Plan’s privacy notice for more information. You can obtain a copy of the notice by contacting the Emory University Benefits Department at 404-727-7613.

It is Emory’s policy and intent to comply with all applicable provisions of the HIPAA privacy rules and the related regulations. Emory will investigate fully any complaint that it or the Plan has not complied with such laws and regulations and will take steps to remedy any violations should they occur. If you believe that the Plan has violated a provision of HIPAA, you are encouraged to share your complaint with Emory by contacting the Emory University Benefits Department at 404-727-7613. Emory will not retaliate or otherwise discriminate against you if you assert a complaint or take any other action, which is protected under HIPAA.
Effective Date: January 1, 2020

Eligibility

Employees

Your eligibility date, if you are then in an Eligible Class, is the effective date of this Plan. Otherwise, it is the date you start working for Emory or, if later, the date you enter the eligible class. You are in an Eligible Class for coverage under this Plan if you are:

- A regular full-time or half-time (at least 20 hours per week) employee of Emory.
- A temporary full-time employee on an assignment at Emory University scheduled for at least six consecutive months.
- An Emory retiree who has returned to work at least half-time (at least 20 hours per week).
- An Emory retiree who satisfies the eligibility requirement in effect on the date of his or her retirement and who is notified by the Plan Administrator of his or her eligibility to enroll in retiree vision benefits during the Retiree Annual Enrollment Period.

Individuals classified in Emory’s sole discretion as part-time temporary employees or full-time temporary employees scheduled to work less than six consecutive months, are not in an Eligible Class and are not eligible to participate in the Plan.

Dependents

If you elect coverage, your dependents may also be eligible for coverage. Eligible dependents include:

**Your Legal Spouse**

Spouse includes your opposite sex or same sex spouse to whom you are legally married. This does not include registered domestic partnerships, civil unions or similar formal relationships recognized under state law.

**Your Child**

Child includes your natural or adopted child. Also a child in the process of being adopted, step-child or any child for whom you have legal custody.

A child is eligible:

- Up to age 26; or
- Regardless of age, if fully disabled and unmarried, provided he or she became fully disabled either:
  - Prior to age 19; or
  - Between the ages of 19 and 26, if that child was covered by the Plan when the disability occurred.

Your child is fully disabled if:

- He or she is not able to earn his or her own living because of mental or physical disability which started prior to the date he or she reached the maximum age for dependent children; and
- He or she depends chiefly on you for financial support and maintenance
Proof that your child is fully disabled must be submitted to EyeMed no later than 31 days after the date your child reaches the maximum age for eligibility (or within 31 days of your employment, if later).

Coverage for a fully disabled child will cease on the first to occur of:

- Cessation of the disability;
- Failure to provide proof to the Plan Administrator that the disability continues;
- Failure to have any exam required by the Plan Administrator; or
- Termination of dependent child coverage for any reason other than reaching the maximum age for eligibility.

Emory will have the right to require proof of the continuation of the disability. Emory also has the right to have your child examined as often as needed while the disability continues at its own expense. An exam will not be required more often than once each year after 2 years from the date your child reached the maximum age for dependent coverage.

Your Surviving Spouse and/or Child(ren)

Emory University

The spouse may continue to participate in the vision plan at the active employee rate to age 65, if an employee dies and has at least 10 years of service and is at least 55 years old. At age 65, vision coverage may be continued through COBRA (with no subsidy), or the dependent(s) may opt to add retiree vision during any Retiree Annual Enrollment Period. Only eligible dependents covered prior to the employee’s death may continue coverage. Children may remain on the plan until age 26.

If upon death, an employee does not meet the 10 years of service and 55 years of age eligibility criteria, the spouse and/or child(ren) may continue to participate in the vision plan under COBRA. Emory will subsidize the COBRA premium for six months.

Retiree Vision Eligibility Rules for Emory Healthcare

If an employee dies and at time of death met the grandfathered retiree benefits eligibility rules listed below, the covered spouse and child(ren) may enroll in the vision plan under COBRA. However, during the next Annual Benefits Enrollment Period, the spouse and child(ren) may enroll in the retiree vision plan to be effective January 1 of the following year and pay the full premium due by January 1 for the calendar year. Children may remain on the plan until age 26 unless disabled (see eligibility for Children).

If upon death, an employee does not meet the grandfathered retiree benefits eligibility rules, the spouse and/or child(ren) may continue to participate in the vision plan only under COBRA.

Retiree Vision Eligibility Rules for Emory Healthcare Employees

To be eligible for the grandfathered retiree vision plan an employee (and covered dependents) must be enrolled at the time of retirement and meet the following criteria:

- Employed at Emory University Hospital or Emory University Hospital Midtown on the payroll in a benefits eligible position prior to January 1, 2003;
- Minimum 55 years of age;
- 10 or more years of consecutive benefits eligible service;
- Meet “Rule of 75”, defined as current age + years of service equals at least 75; and
- No breaks in benefits eligible service since December 31, 2002
If a retiree-vision-eligible employee separates from EHC or moves to a PRN, Registry or part-time position that is non–benefits-eligible, the employee will lose his/her eligibility for the EHC retiree vision plan.

**Retiree Vision Eligibility Rules for Emory Clinic Staff**
To be eligible for retiree vision coverage, you must be enrolled at the time of retirement and meet the following criteria:

- Employed at Emory Clinic on the payroll in benefits-eligible position prior to July 1, 1983;
- Minimum 55 years of age;
- 20 or more years of consecutive benefits-eligible service, or at least 60 years of age with 15 or more consecutive years of benefits-eligible service;
- Meet “Rule of 75,” defined as current age + years of service = at least 75; and
- No breaks in benefits-eligible service since July 1, 1983.

If a retiree-vision-eligible employee resigns from EHC or moves to a PRN, Registry or part-time position that is non–benefits-eligible, the employee will lose his/her eligibility for the EHC retiree vision plan.

**Retiree Vision Coverage for Grandfathered DeKalb Retiree**
To be eligible for retiree vision coverage, ALL of the following criteria must be met:

- Must be 55 or older;
- Hired prior to January 1, 2003;
- Must be a participant in the Pension Plan at the time of retirement; and
- Age and accredited years of service in combination must be 70 or greater.

**Important Note:** For those who qualify, coverage will end at age 65.

**Retiree and Covered Participants**

Enrollees who are in an eligible retiree class [including their child(ren) and/or spouses] may elect to continue vision coverage through COBRA or review options through Via Benefits® (formerly OneExchange).

In addition, eligible retirees and/or dependents will have an opportunity to enroll or re-enroll in the EyeMed Vision Plan during any Retiree Annual Enrollment Period. A retiree enrolled in vision coverage, who marries mid-year, may add a spouse within 31 days of the family status change. However, the retiree and/or spouse/surviving spouse of such retiree, who is not enrolled in vision coverage at the time of retirement, will not be able to enroll until the next Retiree Annual Enrollment Period. Eligible child(ren) may be covered under the plan until age 26. The full annual premium is due upon enrollment in the plan.

**Important Note:** No person may be covered both as an employee and dependent of another employee and no person may be covered as a dependent of more than one employee of Emory.

**Enrolling Ineligible Individuals**

It is your responsibility to report a change in a spouse’s or dependent’s eligibility. Premiums paid in error due to your delay in reporting a change in eligibility will not be refunded. If the wrong birth date of a child is entered on an application, the child has no coverage for the period for which he or she is not legally eligible. Your and your dependents’ Plan coverage may also be terminated or suspended for
engaging in misrepresentation or fraud against the Plan, including filing or participating in filing a false, misleading or fraudulent claim for benefits, allowing your ID card to be used by an individual who is not enrolled in the Plan, providing false or misleading information regarding a spouse or dependent, enrolling an individual who does not satisfy the eligibility criteria or failing to timely drop an enrolled individual when he/she no longer satisfies the eligibility criteria.

Emory reserves the right to audit at any time the status of your enrolled spouse and dependent children to determine if they meet the eligibility criteria. During an audit, you may be required to provide proof of eligibility. If you cannot provide sufficient proof that an enrolled individual meets the eligibility criteria, he/she will be dis-enrolled from the Plan, possibly retroactively.

If Emory determines that misrepresentation has occurred, it may also terminate or suspend your coverage, require repayment of the ineligible individual’s prior claims, require payment of the total value of the ineligible individual’s coverage or take other corrective action.

If you or a dependent has been classified by Emory as ineligible and you or your dependent are reclassified into an eligible class, either by an action of the employer, Plan Administrator, or a governmental or judicial authority, you or your dependent will be eligible to participate only prospectively following such reclassification, assuming all other eligibility requirements are met.

**Enrollment Procedure**

Enrolling is easy and available 24 hours a day via Employee Self-Service or e-Vantage through your employer’s homepage. You must enroll within 31 days of your eligibility date. If you miss the enrollment period, you will not be able to enroll in the plan until the next annual enrollment period, unless you qualify under a Family Status Change or another event occurs that allows a mid-year election change, as described below. Elections made during annual enrollment are effective the following January 1.

You pay the cost of your vision coverage. Unless you are a retiree, by electing coverage under the Plan, you are also electing to have your contributions deducted from your pay on a pre-tax basis through the cafeteria plan. If the cost of coverage changes, your deductions will be automatically adjusted accordingly. Contributions depend on the coverage you choose. You will receive information on your contributions when you enroll via Employee Self Service or e-Vantage.

Eligible retirees may opt to enroll in vision coverage during any Retiree Annual Enrollment Period. If vision coverage is newly elected or continued for the next plan year, the total yearly premium payment must be submitted to Emory by January 1.

**Annual Enrollment**

Once you enroll for coverage under this Plan, the coverage will remain in effect unless you make a change during annual enrollment or you have a family status change or experience another event, which would allow you to change your coverage as, described below. Changes made during annual enrollment will be effective January 1 of the year following the enrollment.

**Family Status Changes**

A family status change is an event that may allow you to change your election for this Plan during the middle of the year. If one of the situations below applies, you may enroll or change your election within 31 days of the event. To be allowed, the event must affect eligibility for the type of coverage that you wish to change and your election change must be consistent (under IRS rules) with the event that has
occurred. If you do not enroll or make a change within 31 days of the event, you will not be able to enroll until the next annual enrollment period. Family status changes include:

- Your marriage, divorce, or annulment;
- Birth of your child;
- Placement with you of a foster child or child for adoption;
- A change in the employment of your spouse or dependent, which affects his or her benefits eligibility, including termination or commencement of employment or a change in worksite;
- An event that would make a dependent child no longer eligible for coverage, such as his or her 26th birthday; or
- The death of your dependent.

**Other Events Which May Entitle You to Mid-Year Changes**

In addition to the family status changes mentioned above you may also have the right to change your coverage within 31 days of the event if the following occurs:

- The employer sponsored cafeteria plan or benefit plan in which your spouse or dependent participates has a different period of coverage than this Plan and your spouse or dependent makes coverage changes under his or her plan based on that coverage period; in this case, you will be allowed to make changes under this Plan consistent with the election of your spouse or dependents effective when their new coverage election takes effect.

If you have a family status change, or another event occurs that entitles you to make mid-year changes, you have 31 days from the date of the event to change your coverage. Your changes must be consistent with your changes in family status or other event, and must be approved by the Plan Administrator. For example, if you are married and elect family coverage that covers your spouse and your only child, and your child turns 26 and no longer qualifies as a dependent, you may change your coverage to employee and spouse, but not to employee only or no coverage.

**Effective Date of Coverage**

**Employees**

Your coverage will take effect on the later to occur of:

- Your date of hire (if you are eligible right away); or
- The date you became eligible (for example, if you worked fewer than 20 hours per week and transfer to a position in which you work at least 20 hours per week).

If you do not elect coverage within 31 days of your eligibility date, you will not be eligible to enroll in coverage until the next annual enrollment period unless you have a family status change or another event that entitles you to make a mid-year change.

**Dependents**

Coverage for your dependents will take effect on your eligibility date if you have properly enrolled each such dependent within 31 days from your eligibility event. You must report any new dependents, and provide the required information in a timely manner, for that dependent to be covered, even if it does not affect your required contributions for coverage. If you do not enroll dependents within 31 days of any
dependent’s eligibility date, you will not be able to enroll them until the next annual enrollment period unless there is a family status change or other event that entitles you to make a mid-year change.

**Child Who Must Be Covered Due to a Qualified Medical Child Support Order (QMCSO)**

Emory will extend group vision benefits to an employee’s non-custodial child(ren), as required by a qualified medical child support order. Dependent coverage will become effective as soon as administratively possible.

**Note:** As legally defined, upon receipt of a qualified order, Emory will enroll a non-custodial child(ren) and the employee (if not enrolled) without employee consent.

A QMCSO is an order or judgment from a court or administrative body that directs a health plan to cover a child of a participant under the plan. Federal law provides that a medical child support order must meet certain form and content requirements in order to be a qualified medical child support order. When an order is received, each affected participant and each child (or the child’s representative) covered by the order will be given notice of the receipt of the order and a copy of the Plan’s procedure for determining if the order is valid. Coverage under the Plan pursuant to a medical child support order will not become effective until the Plan Administrator determines that the order is a QMCSO. If you have any questions or would like to receive a copy of the written procedure for determining whether a QMCSO is valid, you should contact the Plan Administrator.

**Termination of Coverage**

Your current coverage under the Plan will end on the last day of the month in which one of the following events occurs:

- You are no longer employed by Emory (unless you qualify and enroll as a retiree, and make the required payments);
- You lose your eligibility under the Plan (including on account of a reduction in hours);
- You revoke your election for coverage (which generally must be made prospectively) provided such revocation is otherwise permitted under the terms of the Plan; or
- You stop paying for your coverage.

Your coverage will also terminate on the date on which the Plan is terminated or amended to exclude coverage for you or the class of employees in which you are a member.

Your dependent’s coverage will end on the last day of the month that:

- Your coverage ends;
- You die;
- Your dependent loses his or her eligibility under the Plan (including on account of a divorce or your Dependent child aging out of the Plan); or
• The effective date of any election you make to revoke your Dependent’s coverage (which generally must be made prospectively) provided such as revocation is otherwise permitted under the terms of the Plan.

Note: If you stop making contributions, your coverage will end on the last day of the month for which a full contribution was credited.

In certain situations, you and/or your Dependent may be eligible to elect to continue your coverage under the Plan when it is lost for one or more of the reasons described above. For additional information, you should review the section of this SPD titled “Continuation of Group Health Plan Coverage.”

The EyeMed Network

EyeMed’s network of providers includes private practitioners, as well as the nation’s premier retailers, LensCrafters®, Sears Optical, Target Optical, JCPenney Optical and most Pearle Vision locations. To locate EyeMed Vision Care providers near you, visit www.eyemed.com and choose the Select Network. You may also call EyeMed’s Customer Care Center at 1-855-270-2343. EyeMed’s Customer Care Center can be reached Monday through Saturday 7:30 am to 11:00 pm EST and Sunday 11:00 am to 8:00 pm EST.
# Summary of Vision Care Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Your In-Network Cost</th>
<th>Your Out-of-Network Reimbursement*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exam</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refraction &amp; Dilation as necessary</td>
<td>$0 co-pay</td>
<td>Up to $30</td>
</tr>
<tr>
<td>Retinal Imaging</td>
<td>Up to $39 co-pay</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Exam Options – Contact Lenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Fit and Follow-Up</td>
<td>$0 co-pay</td>
<td>Up to $40</td>
</tr>
<tr>
<td>Premium Fit and Follow-Up</td>
<td>90% of retail price, then apply $40 allowance</td>
<td>Up to $40</td>
</tr>
<tr>
<td><strong>Frames</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0 copay, plus 80% of balance over $150</td>
<td>Up to $75</td>
</tr>
<tr>
<td><strong>Standard Plastic Lenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Vision</td>
<td>$0 co-pay</td>
<td>Up to $25</td>
</tr>
<tr>
<td>Bifocal</td>
<td>$0 co-pay</td>
<td>Up to $40</td>
</tr>
<tr>
<td>Trifocal</td>
<td>$0 co-pay</td>
<td>Up to $63</td>
</tr>
<tr>
<td>Standard Progressive</td>
<td>$65 copay</td>
<td>Up to $40</td>
</tr>
<tr>
<td>Premium Progressive</td>
<td>$85-$110 copay</td>
<td>Up to $40</td>
</tr>
<tr>
<td>Other Premium Progressive</td>
<td>80% of charge less $55 allowance</td>
<td>Up to $40</td>
</tr>
<tr>
<td><strong>Standard Lens Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UV Treatment</td>
<td>$15</td>
<td>N/A</td>
</tr>
<tr>
<td>Tint (Solid and Gradient)</td>
<td>$15</td>
<td>N/A</td>
</tr>
<tr>
<td>Standard Plastic Scratch Coating</td>
<td>$0 co-pay</td>
<td>Up to $11</td>
</tr>
<tr>
<td>Standard Polycarbonate – Adults</td>
<td>$40 co-pay</td>
<td>N/A</td>
</tr>
<tr>
<td>Standard Polycarbonate – Kids under 19</td>
<td>$0 co-pay</td>
<td>Up to $28</td>
</tr>
<tr>
<td>Standard Anti-Reflective Coating</td>
<td>$0 co-pay</td>
<td>Up to $32</td>
</tr>
<tr>
<td>Premium Anti-Reflective Coating</td>
<td>$12-$23 co-pay</td>
<td>N/A</td>
</tr>
<tr>
<td>Other Premium Anti-Reflective Coating</td>
<td>80% of charge</td>
<td></td>
</tr>
<tr>
<td>Polarized</td>
<td>80% of retail price</td>
<td>N/A</td>
</tr>
<tr>
<td>Photocromatic/Transitions Plastic – Adults</td>
<td>$75 copay</td>
<td>N/A</td>
</tr>
<tr>
<td>Photocromatic/Transitions Plastic – Kids under 19</td>
<td>$0 co-pay</td>
<td>Up to $53</td>
</tr>
<tr>
<td>Other add-ons and services</td>
<td>80% of retail price</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Contact Lenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conventional</td>
<td>$0 copay, $200 allowance</td>
<td>Up to $160</td>
</tr>
<tr>
<td>Disposable</td>
<td>$0 copay, $200 allowance</td>
<td>Up to $160</td>
</tr>
<tr>
<td>Medically necessary</td>
<td>$0 copay (paid in full by Plan)</td>
<td>Up to $200</td>
</tr>
<tr>
<td>LASIK or PRK from US Laser Network</td>
<td>85% of retail price or 95% of promotional price, whichever is lesser</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Additional Pairs Discount</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40% discount off complete pair eyeglass purchase and 15% off conventional contact lenses once funded benefit has been used</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**Frequency** (based on calendar year)

<table>
<thead>
<tr>
<th>Service</th>
<th>Frequency</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exam</td>
<td>Once every 12 months</td>
<td>Once every 12 months</td>
</tr>
<tr>
<td>Lenses or Contact Lenses</td>
<td>Once every 12 months</td>
<td>Once every 12 months</td>
</tr>
<tr>
<td>Frames</td>
<td>Once every 12 months</td>
<td>Once every 12 months</td>
</tr>
</tbody>
</table>

* You are responsible to pay the out-of-network provider in full at time of service and then submit an out-of-network claim for reimbursement. You will be reimbursed up to the amount shown on the chart.

** For prescription contact lenses for only one eye, the Plan will pay one-half of the amount payable for contact lenses for both eyes. Benefit and Frame allowances provide no remaining balance for future use within the same Benefit Frequency.
Using Network Providers

In-Network Providers
When making an appointment with the provider of your choice, identify yourself as an EyeMed member and provide your name and the name of your organization or Plan number, located on the front of your ID card. Confirm the provider is an in-network provider for the Network. While your ID card is not necessary to receive services, it is helpful to present your EyeMed Vision Care ID card to identify your membership in the Plan.

When you receive services at a participating EyeMed Network Provider, the provider will file your claim. You will have to pay the cost of any services or eyewear that exceeds any allowances, and any applicable co-payments. You will also owe state tax, if applicable, and the cost of non-covered expenses (for example, vision perception training).

Out-of-Network Providers
If you receive services from an out-of-network Provider, you will pay for the full cost at the point of service. You will be reimbursed up to the maximums as outlined in the Summary of Vision Care Services. To receive your out-of-network reimbursement, you can file an out-of-network claim electronically. The electronic claim form is located on the EyeMed Vision Care member website or you can use the following link: https://www.eyemedonline.com/managed-vision-care/member-forms/out-of-network-claim#/. If you prefer paper, an out-of-network form is available at www.eyemed.com or by calling EyeMed’s Customer Care Center at 1-855-276-2343. You may complete and sign the out-of-network claim form, attach your itemized receipts and send to First American Administrators, Inc., (“FAA”), a wholly-owned subsidiary of EyeMed Vision Care:

FAA/EyeMed Vision Care
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

Vision Coverage and Your Emory Medical Plan
Employees enrolled in one of Emory's medical plans receive one vision exam per calendar year at an optometrist or ophthalmologist. Because an annual vision exam is considered preventive care, it is covered at 100%.

Emory Employee Discounts at the Emory Eye Center
All Emory faculty and staff and their immediate family members are also eligible to receive services and discounts at the Emory Eye Center. Participation in an Emory sponsored medical plan is not required to receive the discount.

The Emory Eye Center has several locations. To schedule an appointment, call 404-778-2020.
Emory Eye Center Discounts

<table>
<thead>
<tr>
<th>Service/Product</th>
<th>Emory Employee Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Vision Screenings by an Emory Optometrist</td>
<td>Emory employees not covered by an Emory medical plan pay $176. Employees covered under any of Emory's medical plans pay $0 as the exam is considered preventive care.</td>
</tr>
<tr>
<td>Eyeglass Packages</td>
<td>25% discount on eyewear, including basic frames and lenses at a range of competitive prices. Outside prescriptions will be accepted if less than one year old.</td>
</tr>
<tr>
<td>Contact Lenses</td>
<td>10% discount on most disposable contact lenses. Discount valid only with an examination by an Emory Eye Center provider.</td>
</tr>
<tr>
<td>Fitting</td>
<td>$75 - $150 (depending upon complexity).</td>
</tr>
<tr>
<td>LASIK Surgery</td>
<td>25% discount for refractive surgery at Emory Laser Vision. Call 404-778-2SEE to schedule an appointment.</td>
</tr>
</tbody>
</table>

Additional Discounts

Under the Plan, you may receive benefits for eyeglasses (frame and lenses) or contact lenses as outlines on the Summary of Vision Care Services. In addition, EyeMed provides an in-network discount on products and services once your in-network benefits for the applicable benefit period have been used. The in-network discounts are as follows:

- 40% off a complete pair of eyeglasses (including prescription sunglasses)
- 15% off conventional contact lenses
- 20% off items not covered by the Plan at network providers

These in-network discounts may not be combined with any other discounts or promotional offers. Discounts do not apply to EyeMed Provider’s professional services, disposable contact lenses or certain brand name vision materials in which the manufacturer imposes a no-discount practice or policy.

Discounts on services may not be available at all participating providers. Prior to your appointment, please confirm with your provider whether discounts are offered.

Medically Necessary Contact Lenses

The Plan provides coverage for medically necessary contact lenses when one of the following conditions exists:

- **Anisometropia** of 3D in meridian powers
- **High Ametropia** exceeding −10D or +10D in meridian powers
• **Keratoconus** where the member’s vision is not correctable to 20/30 in either or both eyes using standard spectacle lenses

• **Vision Improvement** for members whose vision can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle lenses

The benefit may not be expanded for other eye conditions even if you or your providers deem contact lenses necessary for other eye conditions or visual improvement.

**Retinal Imaging Benefit**

Retinal imaging has been provided as an additional discount to your vision plan. Retinal imaging is a diagnostic tool that provides high-resolution, permanent digital records of your inner eye. Please consult with your Provider to determine if you are a candidate for retinal imaging.

**Savings on Laser Vision Correction**

EyeMed Vision Care, in connection with the U.S. Laser Network, owned and operated by LCA Vision, offers discounts to you for LASIK and PRK. You receive a discount when using a network provider in the U.S. Laser Network. The U.S. Laser Network offers many locations nationwide. For additional information, or to locate a network provider, visit www.eyemedlasik.com or call 1-877-5LASER6.

After you have located a U.S. Laser Network provider, you should contact the provider, identify yourself as an EyeMed member and schedule a consultation to determine if you are a good candidate for laser vision correction. If you are a good candidate and schedule treatment, you must call the U.S. Laser Network again at 1-877-5LASER6 to activate the discount.

At the time treatment is scheduled, you will be responsible for an initial refundable deposit to the U.S. Laser Network. Upon receipt of the deposit, and prior to treatment, the U.S. Laser Network will issue an authorization number to your provider. Once you receive treatment, the deposit will be deducted from the total cost of the treatment. On the day of treatment, you must pay or arrange to pay the remaining balance of the fee. If you decide against the treatment, the deposit will be refunded.

You are responsible for scheduling any required follow-up visits with the U.S. Laser network provider to ensure the best results from your laser vision correction procedure.

**Hearing Discount Benefit with Amplifon Hearing Health Care**

At EyeMed, we are all eyes and ears about your health and wellness. That is why we teamed up with Amplifon – the world’s largest distributor of hearing aids and services – to add affordable hearing care to your EyeMed vision benefits package.

Members receive a 40% discount off hearing exams and a low price guarantee on discounted hearing aids. For additional information, call 1-844-526-5432.

**Online Contact Lenses with ContactsDirect.com**

You can now apply your in-network contact lens benefit at contactsdirect.com. Simply complete the online transaction form and the contacts will be delivered directly to your home.
Online Eyewear with Glasses.com

To make sure you get easy, convenient access to vision choices that best fit your lifestyle, we have added Glasses.com to our roster of thousands of independent providers and top optical retailers. This is great news for you because EyeMed members can now apply in-network vision benefits from anywhere, anytime. For additional information visit www.glasses.com.

Plan Limitations and Exclusions

Your vision care plan contains several limitations and exclusions. See list below.

Limitations

Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

Exclusions

No benefits will be paid for services or materials connected with or charges arising from:

- Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes or supporting structures;
- Any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear,
- Services provided as a result of any Workers’ Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- Plano (non-prescription) lenses;
- Non-prescription sunglasses;
- Two pair of glasses in lieu of bifocals;
- Services or materials provided by any other group benefit plan providing vision care;
- 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; or
- 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.
Sample Savings

The following examples illustrate how your benefit would be applied to the services received at an in-network provider’s office or location:

<table>
<thead>
<tr>
<th>Example 1: If a member chooses to receive</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A comprehensive vision care examination</td>
<td>You pay $0.00</td>
</tr>
<tr>
<td>A frame up to a value of $100</td>
<td>You pay $0.00</td>
</tr>
<tr>
<td>One pair of bifocal lenses</td>
<td>You pay $0.00</td>
</tr>
<tr>
<td>Ultraviolet coating</td>
<td>You pay $15.00</td>
</tr>
<tr>
<td>The total cost to the member is</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Example 2: If a member chooses to receive</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A comprehensive vision care examination</td>
<td>You pay $0.00</td>
</tr>
<tr>
<td>A frame up to a value of $170</td>
<td>You pay $16.00</td>
</tr>
<tr>
<td>A pair of single vision lenses</td>
<td>You pay $0.00</td>
</tr>
<tr>
<td>Standard anti-reflective coating</td>
<td>You pay $0.00</td>
</tr>
<tr>
<td>The total cost to the member is</td>
<td>$16.00</td>
</tr>
</tbody>
</table>

Claims and Claims Appeals

You may authorize someone else to file and pursue a claim for benefits or an appeal on your behalf. If you do so, you must notify EyeMed Vision Care in writing of your choice of an authorized representative. Your notice must include the representative’s name, address, phone number, and a statement indicating the extent to which he or she is authorized to act on your behalf. A consent form that you may use for this purpose will be provided to you upon request.

Time Frames for Processing Claims

FAA will decide claims within the time permitted by applicable state law, but generally no longer than 30 days after receipt. If FAA needs additional time to decide a claim, it will send you a written notice of the extension, which will not exceed 15 days. If FAA needs additional information from you in order to decide the claim, FAA will send you a written notice explaining the information needed. You will have 45 days to provide the information to FAA. If your claim is denied, in whole or in part, FAA will inform you of the denial in writing.
Time Frames and Procedures for Appealing Claims – First Level

If your claim is denied, in whole or in part, you may file a first-level appeal. The first-level appeal must be in writing and received by FAA within 180 days of your notice of the denial. If you do not receive an EOB within 30 days of submission of your claim, you may submit a first-level appeal within 180 days after this 30-day period has expired. Your written letter of appeal should include the following:

- The applicable claim number or a copy of the written denial or a copy of the EOB, if applicable.
- The item of your vision coverage that the member feels was misinterpreted or inaccurately applied.
- Additional information from the member’s eye care provider that will assist FAA in completing its review of the member’s first-level appeal, such as documents, records, questions or comments.

The appeal should be mailed or faxed to the following address:

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

Fax: 1-513-492-3259

FAA/EyeMed will review your first-level appeal and notify you in writing of its decision.

Complaint Procedure

If you are dissatisfied with an EyeMed Provider’s quality of care, services, materials or facility or with EyeMed’s Plan administration, you should first call EyeMed Customer Care Center at 1-866-800-5457 to request resolution. The EyeMed Customer Care Center will make every effort to resolve your matter informally.

If you are not satisfied with the resolution from the Customer Care Center service representative, you may file a formal complaint with EyeMed’s Quality Assurance Department at the address noted above. You may also include written comments or supporting documentation.

The EyeMed Quality Assurance Department will resolve your complaint within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but no later than one hundred twenty (120) days after EyeMed’s receipt of your complaint. Upon final resolution, EyeMed will notify you in writing of its decision.

Restriction of Venue

Any claim, suit or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Claimant shall only be brought or filed in the United States District Court for the Northern District of Georgia.
Summary of ERISA Information

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). Emory has determined that this information is the Summary Plan Description required by ERISA.

Plan Name: Emory University Vision Care Plan

Plan Sponsor: Emory University
Attn: Vice President for Human Resources
1599 Clifton Road NE, First Floor
Atlanta, GA 30322

Employer Identification Number: 58-0566256
Plan Number: 502
Type of Plan: Welfare (vision benefits)

Type of Administration: Administrative Services Contract with:
Eye Med Vision Care, LLC*
4000 Luxottica Place
Mason, OH 45040

Plan Administrator: Emory University
Attn: Vice President for Human Resources
1599 Clifton Road NE, First Floor
Atlanta, GA 30322

Agent for Service of Legal Process: Emory University
Office of the General Counsel
201 Dowman Drive
101 Administration Building
Atlanta, GA 30322

Plan Year: January 1 - December 31

Source of Contributions: You pay the cost of this Plan

Procedure for Amending the Plan: Emory may amend the Plan at any time, even after retirement, by a written instrument signed by a senior officer of Emory University. Some terms are described only in the SPD and the SPD can be revised at any time (without a formal amendment to the Plan)

Trustee: Emory University
Attn: Vice President for Human Resources
1599 Clifton Road NE, First Floor
Atlanta, GA 30322

*The Insured benefits are underwritten by Fidelity Security Life Insurance Company. Discounts are provided by EyeMed Vision Care.
Continuation of Group Health Plan Coverage

You may be able to continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage.

In accordance with federal law (PL 99-272) as amended, Covered Persons have the right to continue their health expense coverage under certain circumstances. You or your dependents may continue any health expense coverage then in effect, if coverage would terminate for the reasons specified in sections A or B below. You and your dependents may be required to pay up to 102% of the full cost to the Plan of this continued coverage or as to a disabled individual whose coverage is being continued for 29 months in accordance with section A, up to 150% of the full cost to the Plan of this continued coverage for any month after the 18th month. Subject to the payment of any required contribution, health expense coverage may also be provided for any dependents you acquire while the coverage is being continued. Coverage for these dependents will be subject to the terms of this Plan regarding the addition of new dependents.

When making the decision of whether to elect COBRA continuation coverage, you should consider that there may be other coverage options for you and your family. For example, you may be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a tax credit that lowers your monthly premiums right away. Being eligible for COBRA does not limit your eligibility for this coverage or a tax credit through the Marketplace. However, once you elect COBRA, these options are affected. Before you make a decision to enroll in coverage offered through the Marketplace, you can see what premiums, deductibles and out-of-pocket costs will be. You should compare plans so that you can see which coverage is right for you. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse’s plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. You can learn more about many of these options at www.healthcare.gov.

You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you. For example, if you move to other coverage, you may pay more out of pocket than you would under COBRA because the new coverage may impose a new deductible. When you lose job-based health coverage, it is important that you choose carefully between COBRA continuation coverage and other coverage options, because once you have made your choice, it can be difficult or impossible to switch to another coverage option.

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area, or visit the EBSA website at www.dol.gov/ebsa

Continuation shall be available as follows:

A. Continuation of Coverage on Termination of Employment or Loss of Eligibility. If your coverage terminates due to termination of your employment for any reason other than gross misconduct or your loss of eligibility under this Plan due to a reduction in the number of hours you work, you may elect to continue coverage for yourself and your dependents or your dependents may each elect to continue their own coverage. This election must include an agreement to pay any required contribution. You or your dependents must elect to continue coverage within 60 days of the later to occur of the date coverage would terminate and the date Emory informs you or your eligible dependents of any rights under this section.
Coverage will terminate on whichever of the following is the earliest to occur:

- The end of an 18-month period after the date of the event that caused coverage to terminate.
- The end of a 29-month period after the date of the event that caused coverage to terminate, but only if prior to the end of the above 18-month period, you or your dependent provides notice to Emory, in accordance with section D below, that you or your dependent has been determined to have been disabled under Title II or XVI of the Social Security Act on the date of, or within 60 days of, the event that caused coverage to terminate. Coverage may be continued for the individual determined to be disabled and for any family member (employee or dependent) of the disabled individual for whom coverage is already being continued and for your newborn or newly adopted child who was added after the date continued coverage began.
- The date Emory no longer provides a group health plan.
- The date any required contributions are not made.
- The first day after the date of the election that the individual becomes covered under another group health plan. However, continued coverage will not terminate until such time that the individual is no longer affected by a preexisting condition exclusion or limitation under such other group health plan.
- The first day after the date of the election that the individual becomes enrolled in benefits under Medicare.

If the employee became entitled to (i.e., enrolled in) Medicare benefits less than 18 months before the event described in Section A, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of the employee’s Medicare entitlement. For example, if the employee becomes entitled to Medicare eight months before the date on which employment terminates, COBRA continuation coverage for the employee’s covered spouse and dependent children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months).

As to all individuals whose coverage is being continued in accordance with the terms of the second bulleted item above, the first day of the month that begins more than 30 days after the date of the final determination under Title II or XVI of the Social Security Act that the disabled individual whose coverage is being so continued is no longer disabled but in no event shall such coverage terminate prior to the end of the 18-month period described in the first bulleted item above.

B. Continuation of Coverage under Other Circumstances. If coverage for a dependent terminates due to:

- Your death;
- Your divorce;
- The dependent’s ceasing to be a dependent child as defined under this Plan; or
- The dependent’s loss of eligibility under this Plan because you become entitled to benefits under Medicare.

The dependent may elect to continue his or her own coverage. The election to continue coverage must be made within 60 days of the later to occur of the date coverage terminates and the date Emory informs your dependents, subject to any notice requirements in section D below, of their continuation rights under this section. The election must include an agreement to pay any required contribution.

C. Coverage for a dependent who experiences an event described in Section B will terminate on the first to occur of:

- The end of a 36-month period after the date of the event that caused coverage to terminate.
• The date Emory no longer provides a group health plan.
• The date any required contributions are not made.
• The first day after the date of the election that the dependent becomes covered under another group health Plan. However, continued coverage will not terminate until such time that the dependent is no longer affected by a preexisting condition exclusion or limitation under such other group health Plan.
• The first day after the date of the election that the dependent becomes enrolled in benefits under Medicare.

D. Multiple Qualifying Events - If coverage for you or your dependents is being continued for a period specified under section A, and during this period one of the qualifying events under the above section B occurs, this period may be increased. In no event will the total period of continuation provided under this provision for any dependent be more than 36 months. Such a qualifying event, however, will not act to extend coverage beyond the original 18-month period for any dependents (other than a newborn or newly adopted child) who were added after the date continued coverage began.

E. Notice Requirements

If coverage for you or your dependents:

• Is being continued for 18 months in accordance with section A; and
• It is determined under Title II or XVI of the Social Security Act that you or your dependent was disabled on the date of, or within 60 days of, the event in section A that caused coverage to terminate you or your dependent must notify Emory of such determination within 60 days after the date of the determination and within 30 days after the date of any final determination that you or your dependent is no longer disabled.

If coverage for a dependent terminates due to:

• Your divorce; or
• Your dependent ceasing to be a dependent as defined under this Plan, you or your dependent must provide notice to Emory of the occurrence of the event. This notice must be given within 60 days after the later of the occurrence of the event and the date coverage terminates due to the occurrence of the event. If notice is not provided within the above specified time periods, continuation under this section will not be available to you or your dependents.

F. Continuation of Coverage During an Approved Leave of Absence Granted to Comply with Federal Law – If you cease active employment due to an approved leave of absence, in accordance with the Family and Medical Leave Act of 1993 (FMLA), coverage will be continued for the length of the approved leave under the same terms and conditions which would have applied had you continued in active employment provided you make the required contributions.

Coverage will not continue beyond the first to occur of:

• The date you are required to make any contribution and you fail to do so.
• The date Emory determines your approved FMLA leave is terminated if you do not return to work.
• The date the coverage involved discontinues as to your eligible class.
Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate. If coverage terminates because your approved FMLA leave is deemed terminated by Emory, you may, on the date of such termination, be eligible for COBRA continuation beginning on such date.

If you return to work for Emory following the date Emory determines the approved FMLA leave is terminated, your coverage under this Plan will be in force as though you had continued in active employment rather than going on an approved FMLA leave. If your coverage had terminated during the leave, you can again enroll upon returning to work when your FMLA leave terminates, provided you make request for such coverage within 31 days of the date Emory determines the approved FMLA leave to be terminated. If you do not enroll within 31 days, you cannot later enroll until you have an enrollment period or a mid-year enrollment event.

If the employee chooses to continue coverage during the leave, the employee will be given the same health care benefits that would have been provided if the employee were working, with the same premium contribution ratio. If the employee’s premium for continued membership in the Plan is more than 30 days late, the Employer will send written notice to the employee. It will tell the employee that his or her membership will be terminated and what the date of the termination will be if payment is not received by that date. This notice will be mailed at least 15 days before the termination date.

**USERRA Continuation Coverage**

If you or your dependents lose coverage under the Plan due to your qualifying service in the uniformed services, you have the right to elect to continue such coverage under Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). To be entitled to USERRA rights, you must give advance notice of your service unless it is impossible or unreasonable under the circumstances to give such notice or giving such notice is precluded by military necessity. Service in the uniformed services includes duty on a voluntary or involuntary basis in the Armed Forces (including the Coast Guard and the Reserves), the Army National Guard, the Air National Guard, and the commissioned corps of the Public Health Service.

Your right to continued health coverage under USERRA is very similar, but not identical, to your right to continued health coverage under COBRA. In those instances, where your rights under COBRA and USERRA are not the same, whichever law gives you the greater benefit will apply. The administrative policies and procedures, which govern your right to COBRA continuation coverage, also apply to your right to USERRA continuation coverage, with a few limited exceptions.

An election that you make under COBRA will also be an election to continue your health coverage under USERRA. If, however, you are unable to elect COBRA within the required period because of military necessity or because it is impossible or unreasonable for you to do so, the period for electing USERRA coverage will be tolled until the military necessity is abated or it is no longer impossible or unreasonable for you to make the required election. The period for electing COBRA coverage, however, will not be tolled in this situation.

You are the only one that has the right to make an election under USERRA to continue health coverage for yourself and any covered dependents. Your covered dependents do not have an independent right to make an election for USERRA continuation coverage. As a result, if you do not elect USERRA / COBRA coverage on behalf of your covered dependents, your covered dependents will still have a right to elect to continue their health coverage under COBRA, but they will not be entitled to receive any additional benefits provided under USERRA.
If you elect to continue health coverage for yourself (or your covered dependents) under USERRA, you must pay 102% of the full premium elected (the same rate as COBRA) at the same time as the premium for COBRA coverage is due. However, if your uniformed service period is less than 31 days, you are not required to pay more for health coverage than you would be required to pay as an active employee.

USERRA continuation coverage will generally continue for up to 24 months following the date your leave of absence begins. However, this coverage will terminate earlier if any one of the following events occurs:

- A premium payment is not made within the required time;
- You fail to return to work within the time required under USERRA following the completion of your service in the uniformed services; or
- You lose your rights under USERRA as a result of a dishonorable discharge or other conduct specified in USERRA.

Although COBRA coverage and USERRA coverage begin at the same time, they do not end at the same time. COBRA coverage continues for up to 18 months (although, if certain events occur, it can be extended), while USERRA coverage continues for to 24 months as described above. On the other hand, there are certain events, like your failure to return to work at the end of your service or a dishonorable discharge, which cause your USERRA coverage to terminate early but which do not cause COBRA coverage to terminate. In that situation, even if your USERRA coverage terminates, you may still be entitled to continued health coverage under COBRA.

**ERISA Rights**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan participants shall be entitled to:

**Receive Information about Your Plan Benefits**

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of the documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

**Continue Group Health Plan Coverage**

You may be able to continue health care coverage for yourself, your spouse or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan for the rules governing your COBRA continuation rights.
Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in your interest and that of other Plan participants and beneficiaries. No one, including Emory or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for vision benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for Benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact:

- The nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- The Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The Insured benefits are underwritten by Fidelity Security Life Insurance Company. Discounts are provided by EyeMed Vision Care. If you have any questions or concerns, please contact EyeMed Vision Care at www.eyemed.com or 1-855-270-2343.
Definitions

When used in this SPD, the following words and phrases have the meaning explained herein.

**Benefits** – The scheduled amounts that the Vision Plan will pay for provided Routine Vision Care Services.

**Calendar Year** – The period of twelve consecutive months that starts on January 1 and ends on December 31.

**Claims Administrator** – The companies (including affiliates) that provide certain claim administration services for the Plan including EyeMed.

**Claim Determination Period** – The calendar year.

**Contact Lenses** – Glass or plastic ophthalmic corrective lenses, ground or molded as prescribed by an ophthalmologist or optometrist to be fitted directly to the patient’s eyes.

**Co-pay or Co-payment** – A flat fee charged to a person at the time services are rendered for services such as office visits.

**Covered Person** – This is either the employee, retired employee, or an enrolled dependent, but this term applies only while the person is enrolled under the Plan. References to "you" and "your" throughout this SPD are references to a Covered Person.

**Covered Vision Charge** – A charge that: (1) is made for a Routine vision service or supply that is furnished to a Covered Person; and (2) meets all of the following tests:

- It is noted in the Covered Vision Care Services List.
- It is incurred by a Covered Person while the Covered Person is eligible for vision Benefits. A charge is deemed to be incurred at the time the service is rendered or the supply is furnished for which the charge is made.
- It is furnished by or received from a Covered Vision Provider.
- It is not listed as a Plan Exclusion.

**Covered Vision Provider** – A person or place that is licensed to provide Routine vision care or optometric services to covered Participants, including a legally qualified ophthalmologist, optometrist, optician or optical supply company.

**Emory** – Shall mean Emory University and its schools, operating divisions and affiliates and any/all entities controlled by Emory University either directly or indirectly, including but not limited to, the Carter Center, Inc., Emory + Children’s Pediatric Institute, Emory Decatur Hospital, Emory Healthcare Inc., Emory Hillandale Hospital, The Emory Clinic Inc., Emory Long Term Acute Care, Emory Specialty Associates, LLC, Emory/Saint Joseph’s, Inc., Saint Joseph’s Hospital of Atlanta, Inc., The Medical Group of Saint Joseph’s, LLC, EHCA Johns Creek, LLC d/b/a Emory Johns Creek Hospital.

**Emory Healthcare Network** – Providers and facilities that are owned by or affiliated with Emory.
**Eye Exam** – An evaluation of visual acuity; an external exam of the eye; binocular measure; ophthalmoscopic exam; tonometry; when indicated; medication for dilating the pupils and desensitizing the eyes for tonometry, if applicable; summary and findings; a determination of the need for correcting visual acuity, prescribing lenses, if needed, and confirming the appropriateness of prescription eyeglasses.

**Excluded Amount** – A charge made by a provider that is not covered under the Plan.

**Frames** – Eyeglass frames that hold two lenses.

**In-Network Providers** – Providers that are part of, or who have contracts with the Claim Administrators. To locate a participating vision provider or facility, call 1-855-270-2343 or access [http://www.eyemed.com](http://www.eyemed.com).

**Lenses** – Glass or plastic ophthalmic corrective lenses, ground or molded as prescribed by an ophthalmogist or optometrist to be fitted into frames.

- **Single Vision** – Lenses that provide a single focal length.
- **Bifocal** – Lenses that have two focal lengths, one for close focus and one for distant focus.
- **Lenticular** – Lenses for participants who have had cataracts removed surgically.
- **Progressive** – Corrective lenses used to correct presbyopia and other disorders of accommodation.
- **Trifocal** – Lenses that have three focal lengths for close, intermediate and distant focus.

**Medically Necessary Contacts** – The plan pays for visually necessary contact lenses if prior authorization is obtained.

**Ophthalmologist** – A licensed doctor of medicine legally qualified to practice medicine who, within the scope of this or her license, performs vision exams and prescribes lenses to improve visual acuity.

**Optometrist** – A person licensed to practice optometry in the state or country in which the service is rendered; who performs vision exams and prescribes lenses to improve visual acuity; and who, within the scope of his or her license, performs vision exams and prescribes lenses to improve visual acuity.

**Out-of-Network Providers** – Providers who are not participating/contracted with the Claims Administrator. Out-of-pocket will be higher when seeking care from these providers.

**Physician** – This means a legally qualified doctor.

**Plan Administrator** – Emory University Human Resources Department.

**Routine** – Services that are not related to Illness or Injury.

**Via Benefits® (formerly OneExchange)** – A Medicare coordinator/private Medicare insurance exchange that employs licensed benefit advisors to assist Medicare eligible retirees and/or eligible dependents select individual Medicare supplemental health insurance coverage.