

**HM Life Insurance Company**  
**120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222**

**HM Life Insurance Company** certifies that you will be insured under the Policy Number issued to the Policyholder named below during the time, in the manner, and for the amounts provided in the Vision Insurance Policy.



President

**POLICYHOLDER:** State of Tennessee  
**POLICY EFFECTIVE DATE:** January 01, 2018  
**CERTIFICATE EFFECTIVE DATE:** March 01, 2021  
**STATE OF ISSUE:** Tennessee

Your coverage under the Vision Insurance Policy **HM Life Insurance Company** issued to the Policyholder is shown in this Certificate. If your coverage is changed by an amendment to the Vision Insurance Policy, we will provide the Policyholder with a revised Certificate or other notice to be posted on the Policyholder's website.

**PLEASE READ THIS CERTIFICATE CAREFULLY**

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You," "your," and "Member" refer to the enrolled Employee or enrolled Retiree; "we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

**GROUP VISION INSURANCE POLICY - NON-PARTICIPATING**

THE VISION INSURANCE POLICY PROVIDES LIMITED BENEFITS

**Questions or Comments**

We want to hear from you. If you have any questions about this Certificate, its benefits, the filing of claims, a complaint or a compliment, write to us at the address on the front of this Certificate. We thank you for your loyal patronage.

**ADMINISTERED BY**

Davis Vision Inc., 175 E. Houston Street, San Antonio, TX 78205  
For Customer Service Call: 800-328-4728

**TABLE OF CONTENTS**

INTRODUCTION..... 3  
WAITING PERIOD ..... 3  
COVERED PERSONS..... 3  
SCHEDULE OF BENEFITS ..... 3  
DEFINITIONS ..... 9  
ELIGIBILITY REQUIREMENT ..... 12  
EFFECTIVE DATE ..... 13  
APPLYING FOR COVERAGE ..... 13  
LATE ENTRANTS..... 14  
TERMINATION OF INSURANCE ..... 14  
CONTINUATION..... 15  
REINSTATEMENT ..... 15  
EXCLUSIONS ..... 16  
CLAIM PROVISIONS..... 16  
ADMINISTRATIVE PROVISIONS ..... 19  
GENERAL PROVISIONS..... 19

## INTRODUCTION

This Certificate is intended to be read in its entirety. In order to understand how benefits are calculated and all the conditions, exclusions and limitations applicable to its benefits, please read all the Certificate provisions carefully.

Subject to the terms and conditions of the Vision Insurance Policy, we agree to provide the benefits described in this Certificate in consideration of the Policyholder's remittance of the premium when due, or if you are being billed directly, your payment of the required premium when due.

## WAITING PERIOD

The Waiting Period is the period of time that must elapse from the date you are hired before you or your Dependents are eligible for a benefit payment under the Vision Insurance Policy. This period is determined by the Policyholder's personnel practices. We will not pay for benefits received during the Waiting Period. If your coverage ends, you may have to satisfy a new Waiting Period in order to become insured again under the Vision Insurance Policy. See Reinstatement for exceptions.

## COVERED PERSONS

Member

Enrolled Dependents

## SCHEDULE OF BENEFITS

Subject to the terms of the Vision Insurance Policy, benefits are payable per Covered Person as shown in the Schedule of Benefits.

A Covered Person may use the Provider of their choice. There are two types of Providers - those that are part of the Network (In-Network Providers) and those that are not part of the Network (Out-of-Network Providers). The payment of benefits varies depending on the type of Provider chosen.

When services or Materials are received from a Provider who is part of the Network, you are responsible for:

1. The Copayment, if a cash payment is due the Provider; or
2. If an Allowance is provided - the difference between the Allowance and the Allowable Charge. We will pay the dollar amount of the Allowance or the Allowable Charge, if less. If the Allowable Charge is more than the Allowance, an In-Network Provider may bill you for the difference. Most In-Network Providers will offer an additional Discount to help with any overage; or
3. If only a Discount is provided - the difference between the Discount and the Allowable Charge. If the Allowable Charge is less than the Discount we will pay the Allowable Charge. If the Allowable Charge is less than the Discounted cost an In-Network Provider may bill you for the difference.

Benefits for services or Materials received from a Provider outside of the Network are shown in terms of the dollar amount we will pay you for that service or Material. If you use an Out-of-Network Provider your total responsibility is the difference between the Reimbursement and the Provider's Actual Charge -- we will pay the dollar amount of the Reimbursement for that service or Material or the Provider's Actual Charge, if less. If the Provider's Actual Charge is more than the Reimbursement, an Out-of-Network Provider may bill you for the difference.

You will not be paid a separate benefit, charged an additional Copayment or incur any additional cost for any item listed as "Included" or "Included -- no Copayment".

Benefit	In-Network			Out-of-Network	Benefit Frequency
	Visionworks	Collection Providers	Non-Collection Providers		
<b>VISION EXAMINATION</b>					
Comprehensive Eye Examination	Included	Included	Included	\$35 Reimbursement	For each Covered Person Once every calendar year
Retinal Imaging	\$39 Copayment	\$39 Copayment	\$39 Copayment	Not Covered	For each Covered Person Once every calendar year
Contact Lenses Evaluation, Fitting and Follow-Up In lieu of eyeglasses lenses					For each Covered Person Once every calendar year
Standard - Collection	Not Available	Not Available	Not Available	Not Covered	
Standard - Non-Collection	20% Discount	20% Discount	20% Discount	Not Covered	
Specialty - Non-Collection	20% Discount	20% Discount	20% Discount	Not Covered	
<b>Low Vision</b>					
Comprehensive Evaluation	\$300 Allowance per Evaluation	\$300 Allowance per Evaluation	\$300 Allowance per Evaluation	\$300 Allowance per Evaluation	Once every 60 months for each Covered Person
Follow-up Visit	\$100 Allowance per Follow-up Visit	\$100 Allowance per Follow-up Visit	\$100 Allowance per Follow-up Visit	\$100 Allowance per Follow-up Visit	Four visits every 60 months for each Covered Person
<b>VISION MATERIALS</b>					
<i>Spectacle Lenses - per pair</i>					For each Covered Person Once every calendar year
Single Vision	Included	Included	Included	Included with Frames*	
Bifocal	Included	Included	Included	Included with Frames*	
Trifocal	Included	Included	Included	Included with Frames*	
Lenticular	Included	Included	Included	Included with Frames*	
<b>Frames</b>					For each Covered Person Once every other calendar year
Collection Fashion Designer Premier	Not Available	Included \$15 Copayment \$40 Copayment	Not Available	Not Covered	
Non-Collection	Included	\$55 Allowance Additional discount of 20% on any overage	\$55 Allowance Additional discount of 20% on any overage	\$55 Reimbursement*	

Benefit	In-Network			Out-of-Network	Benefit Frequency
	Visionworks	Collection Providers	Non-Collection Providers		
Contact Lenses-- (only one option available per benefit frequency) In lieu of eyeglasses					For each Covered Person Once every calendar year
Collection Planned Replacement Disposable	Not Available	Not Available Not Available	Not Available	Not Covered	
Non-Collection	\$55 Allowance Additional discount of 20% on any overage	\$55 Allowance Additional discount of 20% on any overage	\$55 Allowance Additional discount of 20% on any overage	\$30 Reimbursement	
Visually Required Contact Lenses - with prior approval	\$155 Allowance Additional discount of 20% on any overage	\$155 Allowance Additional discount of 20% on any overage	\$155 Allowance Additional discount of 20% on any overage	\$80 Reimbursement	
<i>Lens Options - per pair</i>					For each Covered Person Once every calendar year
Oversize Lenses	Included	Included	Included	Not Covered	
Cataract Lenses	Included	Included	Included	Not Covered	
Tint Solid or Gradient	\$15 Copayment	\$15 Copayment	\$15 Copayment	Not Covered	
Glass-Grey #3 Sunglass Lenses	Not Available	Not Available	Not Available	Not Covered	
Glass Lenses	Not Available	Not Available	Not Available	Not Covered	
Ultraviolet (UV) Coating	\$15 Copayment	\$15 Copayment	\$15 Copayment	Not Covered	
Blue Light Filtering	\$15 Co-payment	\$15 Co-payment	\$15 Co-payment	Not Covered	
Scratch Resistant Coating	Included	Included	Included	Not Covered	
Scratch Protection Plan (single vision)	\$20 Copayment	\$20 Copayment	\$20 Copayment	Not Covered	
Scratch Protection Plan (multifocal)	\$40 Copayment	\$40 Copayment	\$40 Copayment	Not Covered	
Polycarbonate Lenses	\$35 Copayment	\$35 Copayment	\$35 Copayment	Not Covered	
Polycarbonate Lenses (For covered Children, monocular patients, patients with prescriptions $\geq$ +/- 6.00 diopters)	Included	Included	Included	Not Covered	
Blended Segment Lenses	Not Available	Not Available	Not Available	Not Covered	
Digital Single (Intermediate) Vision Lenses	\$30 Co-payment	\$30 Co-payment	\$30 Co-payment	Not Covered	
Standard Progressive Lenses (add on to Bifocal)	80% of balance over \$55; Not to exceed \$65 Copayment	80% of balance over \$55; Not to exceed \$65 Copayment	80% of balance over \$55; Not to exceed \$65 Copayment	Included with Frames*	

Benefit	In-Network			Out-of-Network	Benefit Frequency
	Visionworks	Collection Providers	Non-Collection Providers		
Premium Progressive Lenses (add on to Bifocal)	80% of balance over \$55; Not to exceed \$105 Copayment	80% of balance over \$55; Not to exceed \$105 Copayment	80% of balance over \$55; Not to exceed \$105 Copayment	Included with Frames*	
Ultra Progressive Lenses (add on to Bifocal)	80% of balance over \$55; Not to exceed \$140 Copayment	80% of balance over \$55; Not to exceed \$140 Copayment	80% of balance over \$55; Not to exceed \$140 Copayment	Included with Frames*	
Ultimate Progressive Lenses (add on to Bifocal)	80% of balance over \$55; Not to exceed \$175 Copayment	80% of balance over \$55; Not to exceed \$175 Copayment	80% of balance over \$55; Not to exceed \$175 Copayment	Included with Frames*	
Photochromic Glass Lenses	Not Available	Not Available	Not Available	Not Covered	
Plastic Photosensitive Lenses	80% of charge up to \$70 Copayment	80% of charge up to \$70 Copayment	80% of charge up to \$70 Copayment	Not Covered	
Polarized Lenses	80% of charge up to \$75 Copayment	80% of charge up to \$75 Copayment	80% of charge up to \$75 Copayment	Not Covered	
Standard Anti-Reflective (AR) Coating	80% of charge up to \$40 Copayment	80% of charge up to \$40 Copayment	80% of charge up to \$40 Copayment	Not Covered	
Premium Anti-Reflective (AR) Coating	80% of charge up to \$55 Copayment	80% of charge up to \$55 Copayment	80% of charge up to \$55 Copayment	Not Covered	
Ultra Anti-Reflective (AR) Coating	80% of charge up to \$69 Copayment	80% of charge up to \$69 Copayment	80% of charge up to \$69 Copayment	Not Covered	
Ultimate Anti-Reflective (AR) Coating	80% of charge up to \$85 Copayment	80% of charge up to \$85 Copayment	80% of charge up to \$85 Copayment	Not Covered	
High-Index Lenses 1.67	80% of charge up to \$60 Copayment	80% of charge up to \$60 Copayment	80% of charge up to \$60 Copayment	Not Covered	
High-Index Lenses 1.74	80% of charge up to \$120 Copayment	80% of charge up to \$120 Copayment	80% of charge up to \$120 Copayment	Not Covered	
Trivex Lenses	80% of charge up to \$50 Copayment	80% of charge up to \$50 Copayment	80% of charge up to \$50 Copayment	Not Covered	
Premium Scratch Coating	80% of charge up to \$30 Copayment	80% of charge up to \$30 Copayment	80% of charge up to \$30 Copayment	Not Covered	
Mirror – Solid, Single & Double Gradient	80% of charge up to \$86 Copayment	80% of charge up to \$86 Copayment	80% of charge up to \$86 Copayment	Not Covered	
Edge Polish	80% of charge up to \$22 Copayment	80% of charge up to \$22 Copayment	80% of charge up to \$22 Copayment	Not Covered	
High Luster Edge Polish	80% of charge up to \$70 Copayment	80% of charge up to \$70 Copayment	80% of charge up to \$70 Copayment	Not Covered	
Roll & Polish	80% of charge up to \$16 Copayment	80% of charge up to \$16 Copayment	80% of charge up to \$16 Copayment	Not Covered	
Roll Edge	80% of charge up to \$24 Copayment	80% of charge up to \$24 Copayment	80% of charge up to \$24 Copayment	Not Covered	
Rimless Drill	80% of charge up to \$66 Copayment	80% of charge up to \$66 Copayment	80% of charge up to \$66 Copayment	Not Covered	
Slab Off	80% of charge up to \$186 Copayment	80% of charge up to \$186 Copayment	80% of charge up to \$186 Copayment	Not Covered	

Benefit	In-Network			Out-of-Network	Benefit Frequency
	Visionworks	Collection Providers	Non-Collection Providers		
Specialty Lenses – Myodisc, Lenticular Grind, double Sided Grind	80% of charge up to \$206 Copayment	80% of charge up to \$206 Copayment	80% of charge up to \$206 Copayment	Not Covered	
**Other Add-Ons and Services	80% of charge				
Low Vision Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	
**Additional Pair of Eyeglasses	60% of charge	60% of charge	60% of charge	Not Covered	
**Additional Pair of Conventional or Disposable Lenses	80% of charge	80% of charge	80% of charge	Not Covered	

\*Note: Total Reimbursement for frames and covered lenses is \$55.

\*\* Note: Vision discounts are not insurance, are only available from Davis Vision contracted providers and may not be available in all areas.

#### Davis Vision Collection

In lieu of the frame Allowance, Covered Persons may choose to select any frame from the Davis Vision's Collection. The Collection is available at most participating independent provider offices and features three levels of frames. Collection frames in the Designer and Premier categories are subject to a co-payment, as specified in the Schedule of Benefits, above.

#### Examination

An Exam or Eye examination includes (but is not limited to):

- Case history -- chief complaint, eye and vision history, medical history
- Entrance distance acuities
- External ocular evaluation including slit lamp examination
- Internal ocular examination
- Tonometry
- Distance refraction -- objective and subjective
- Binocular coordination and ocular motility evaluation
- Evaluation of pupillary function
- Biomicroscopy
- Gross visual fields
- Assessment and plan
- Advising on matters pertaining to vision care
- Form completion -- school, motor vehicle, etc.
- Dilated Fundus Examination (DFE) (diagnostic procedure used in the detection and management of diabetes, glaucoma, hypertension and other ocular and/or systemic diseases) when professionally indicated.

### Visually Required Contact Lenses

Visually Required contact lenses will only be covered when the treating Provider has determined that a Covered Person has a "chronic visual disturbance." For the purposes of this section, chronic visual disturbance means a physiologic change in a Covered Person's vision either innate or acquired that inhibits the Covered Person's ability to achieve functional vision with spectacles such that a Visually Required contact lens is required to achieve the minimum functional vision needed to carry out normal daily activities. Chronic visual disturbance may include the following conditions: Keratoconus, Myopia, progressive or malignant, Hyperopia, Anisometropia, Aniseikonia, Aphakia, Aniridia or Irregular Astigmatism.

Visually Required contact lenses are available only if the treating Provider sends a completed request and supporting documentation showing a diagnosis of one of the foregoing conditions to Davis Vision before the lenses are initially ordered. The Visually Required contact lenses are subject to the maximum benefit Allowance per Frequency period. The Covered Person's benefit is paid in full up to the maximum Allowance during each Frequency period. Any amount due over the Allowance for such lenses during the Frequency period is the Covered Person's responsibility.

Visually Required contact lenses are subject to prior approval. If advance approval for the initial Visually Required contact lenses is not obtained, the standard contact lens benefit may be applied if available. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

Contact lens evaluation, fitting and follow-up care applies to standard daily wear, disposable, planned replacement, specialty and the Visually Necessary contact lens benefit.

### Low Vision Program

Low vision is a significant loss of vision, but not total blindness. Ophthalmologists and optometrists specializing in low-vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the Covered Person's remaining useable vision.

A comprehensive low vision evaluation is performed in addition to an eye examination when the eye examination indicates a need for such an evaluation. This supplemental evaluation includes a history of functional difficulties that involves daily activities. The result of this evaluation may include prescription of various treatments options, including low vision aids, as well as assist the Covered Person with identifying other resources for vision and lifestyle rehabilitation.

The Low Vision Program is available both in and out of network and is subject to prior approval. A completed request must be sent to Davis Vision prior to the initial evaluation. Once approved, a Covered Person is eligible for a comprehensive low vision evaluation and follow-up visits up to the maximum for such evaluation and visits shown above. Low vision aids will be provided as prescribed up to the maximum per aid, subject to the lifetime maximum for all aids shown above. Any amount due over the Allowance above for an evaluation, follow-up visits or aids is the Covered Person's responsibility. If the required approval is not obtained, no benefits will be paid for any such evaluation, follow-up visits or aids and the entire charge for such services or supplies will be the Covered Person's responsibility. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

### Mail Order Replacement Contact Lens Program

Davis Vision's mail order contact lens replacement service is powered by ABB Optical Group. By accessing [www.davisvisioncontacts.com](http://www.davisvisioncontacts.com), Davis Vision Members can easily order replacement contact lenses at a discount and have them shipped directly to their doorstep.



## Eyeglass Warranty

Davis Vision provides a breakage warranty to repair or replace any Collection frame and/or lens(es) for a period of one year from the date of delivery. This warranty applies to eyeglasses (spectacle lenses, frames from the Davis Vision frame Collection and frames obtained from a national retail chain that is part of Davis Vision's Provider Network where the Davis Vision frame Collection is not displayed).

At Wal-Mart, Sam's Club and Costco locations a Covered Person will receive the full Allowance toward the location's everyday low pricing. No additional Discounts are available at Wal-Mart, Sam's Club or Costco locations.

## DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our, the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

**Allowable Charge** means the amount negotiated between an In-Network Provider and us or our authorized representative as full payment for a Covered Expense shown in the Schedule of Benefits received or purchased by a Covered Person.

**Allowance** means a flat dollar amount payable under the Vision Insurance Policy towards a Covered Expense from an In-Network Provider. Allowances are shown in the Schedule of Benefits. If the Providers charge is less than the Allowance, we will only pay up to the Providers charge.

**Average Retail Price** means the charge made by other Providers rendering or furnishing vision care, treatment or supplies within the same geographic area.

We will base our determination of the retail price within a geographical area on a study or survey done to determine such charges. Consideration will be given to the nature and severity of the condition being treated including any complications which require additional time, skill, treatment or expertise.

**Certificate** means the document issued for delivery to the Covered Person that lists the benefits, conditions and limits of the Vision Insurance Policy.

**Child or Children** means your or your spouse's natural child, stepchild, legally adopted child, child legally placed in your home for adoption, and child under your or your spouse's legal guardianship. If both parents are covered under this Vision Insurance Policy, their children will be covered as dependents of one parent, but not both.

**Collection** means Davis Vision's frame Collection shown in the Schedule of Benefits.

**Copayment** means the amount a Covered Person is required to pay to the Provider prior to an eye examination or toward the cost of Materials. Copayments are shown in the Schedule of Benefits.

**Covered Expense** means the benefits listed in the Schedule of Benefits. The term "Covered Expense" or "Covered Expenses" does not include:

1. Any services or Materials that are not listed in the Schedule of Benefits; or
2. Any services or Materials shown as "Not Covered" in the Schedule of Benefits; or
3. An additional exam, frame, pair of spectacle lenses or contact lenses for which you have already received either an "In-Network Benefit" or an "Out-of-Network Benefit" during any one Frequency period; or

4. More than one type of contact lens at a time during any one Frequency period; or
5. The fitting and follow-up care or adjustments to eyeglasses (frames and spectacle lenses - including Additional In-Network Items) or contact lenses (including evaluation, fitting and follow-up care) if vision correction is not recommended by a Provider following an eye examination.

**Covered Person or Covered Persons** means a person covered by this Vision Insurance Policy. The types of Covered Persons insured under the Vision Insurance Policy are shown under Covered Persons in the Schedule of Benefits. For example, if "Member" is shown we insure all eligible Members, if "spouse" is shown we insure the Employee's eligible spouse, and if "Children" is shown we insure all eligible Children.

**Dependent or Dependents** means an individual who, based upon an Employee or Retiree's eligibility, is one of the following:

1. A legally married spouse; or
2. A Child meeting both the definition of Child in this Definitions section and the related requirements in the Eligibility section.

**Discount** means the percentage that an In-Network Provider has agreed to reduce his charge by for the requested service, Material or procedure. Discounts are shown in the Schedule of Benefits. Discounted vision services, Materials, supplies and treatments described in the Schedule of Benefits are not underwritten by us.

**Employee** means:

**STATE**

An individual who is: 1) regularly scheduled to work not less than thirty (30) hours per week; 2) hired prior to July 1, 2015 who has received a seasonal appointment and who meets the requirements set forth in TCA 8/27/204(a)(3); or 3) deemed eligible by applicable federal law, state law, or action of the State Insurance Committee.

**LOCAL EDUCATION**

Employee of participating agency - 1) A teacher as defined in Tennessee Code Annotated, Section 8-34-101-(46); 2) An interim teacher whose salary is based on the local school system's schedule; 3) An Employee not defined above who is regularly scheduled to work at least 30 hours per week in a non-seasonal, non-temporary position; 4) A non-certified employee who has completed 12 months of employment with a local education agency that participates in the local education insurance plan and works a minimum of 25 hours per week [a resolution passed by the school system's governing body authorizing the expanded 25 hour rule for the local education agency must be sent to Benefits Administration before enrollment]; or 5) Any other individual deemed eligible by applicable federal law, state law, or action of the Local Education Insurance Committee.

**LOCAL GOVERNMENT**

Employee of participating agency - An individual who: 1) is scheduled to work at least 30 hours per week in a non-seasonal, non-temporary position; 2) is a member of the chief legislative body of the county or municipal government (defined as only those elected officials who have the authority to pass local legislation); 3) a utility board member appointed or elected pursuant to TCA 7-82-307, but only during their term of service; 4) a county official as defined in TCA 8-34-101, regardless of whether the county participates in the local government plan, pursuant to TCA 8-27-704(a); or 5) any other individual deemed eligible by applicable federal law, state law, or action of the Local Government Insurance Committee.

**Enrollment Period** means a period of time agreed upon by the Policyholder and us or our authorized representative during which an eligible Employee, Retiree, and/or Dependent may apply for Insurance.

**Frequency** means the time period shown in the Schedule of Benefits during which you are eligible for the Covered Expenses shown in the Schedule of Benefits.

**He, him or his** means an individual, regardless of gender.

**In-Network Provider** means a Provider who has entered into a contract with us or our authorized representative to provide eye examinations and/or Materials on an Allowable Charge basis. These Providers are part of our or our authorized representatives Network and will not bill you for more than:

1. The Copayment; or
2. Any difference between the Allowance and the amount he agreed to as total Reimbursement (the Allowable Charge).

**Insurance** means the group vision care Insurance provided to you and your Dependents, if any, under the Vision Insurance Policy.

**Life Event** means a qualifying event as defined by the Policyholder.

**Materials** means frames and lenses provided to a Covered Person for ophthalmic correction under the terms and conditions of the Vision Insurance Policy.

**Member** means a person who has met the Participation Requirements of the Policyholder and is insured under this Vision Insurance Policy as an Employee or Retiree.

**Network** means a group of Providers who have entered into a contract with us or our authorized representative to provide eye examinations and/or Materials on a Scheduled Fee basis. Available Networks are shown in the Schedule of Benefits.

**Out-of-Network Provider** means Providers of optometric services who have not entered into a contract with us or our authorized representative to provide vision care services. An Out-of-Network Provider may bill you for the difference between the Reimbursement and his total charge (the Provider's Actual Charge).

**Participation Requirements** means an agency must be participating in the State of Tennessee Sponsored Group Health Plan in order to qualify for participation in the State of Tennessee Voluntary Group Vision Insurance Program. An active Employee and/or Dependent's participation in the State Sponsored Group Health Plan is not required to participate in the State Group Vision Insurance Program. A Retiree and/or Dependent's participation in the State Sponsored Group Health Plan is required to participate in the State Group Vision Insurance Program. Employee or Retiree's participation in the State Group Vision Insurance Program is required for participation of eligible Dependents, except Dependents of Retirees may continue enrollment in the State Group Vision Insurance Program after the Retiree is no longer eligible for the State Group Health Insurance Plan and State Group Vision Insurance Program due to reaching the age for Medicare as long as the Dependents remain enrolled in the State Group Health Insurance Plan. Participation by those enrolled in the State Group Vision Insurance Program is on a calendar year basis, and enrollment may only be dropped by the participants during the Annual Enrollment Period for the beginning of the next calendar year or due to a special qualifying event.

**Policyholder** means the entity shown on the cover page of this Certificate.

**Provider** means a practitioner who is a legally qualified professional providing eye examinations, refractive and/or post-refractive services and surgery within the scope of their license. This term includes an ophthalmologist, an optometrist, an optician or a surgeon recognized as such in accordance with the

laws of the State in which the services are provided. The Vision Insurance Policy recognizes two categories of Providers; In-Network Providers and Out-of-Network Providers. Refer to these Definitions for further information.

This term does not include:

1. A person employed or retained by the Policyholder;
2. A person living in the Covered Person's household; or
3. A parent, sibling, spouse, domestic partner or Child of the Covered Person.

**Provider's Actual Charge** means the total amount charged by a Provider for a Covered Expense.

**Reimbursement** means a flat dollar amount payable under the Vision Insurance Policy towards a Covered Expense from an Out-of-Network Provider. Reimbursement levels are shown in the Schedule of Benefits. If the Provider's charge is less than the Reimbursement, we will only pay up to the Provider's charge.

**Retiree** means

**STATE**

An individual who: 1) has left active employment as a State Employee; 2) receives a benefit from the Tennessee Consolidated Retirement System (TCRS) or is a member of one of the Higher Education Optional Retirement Plan(s) (ORP); and 3) is enrolled in the State of Tennessee's Sponsored Group Health (Medical) Plan.

**LOCAL EDUCATION**

An individual who: 1) has retired from the employer; 2) receives a benefit from the Tennessee Consolidated Retirement System (TCRS); and 3) is enrolled in the State of Tennessee's Sponsored Group Health (Medical) Plan.

**LOCAL GOVERNMENT**

An individual who: 1) has retired from the employer; 2) receives a benefit from the Tennessee Consolidated Retirement System (TCRS); and 3) is enrolled in the State of Tennessee's Sponsored Group Health (Medical) Plan.

**Visually Required** means a service, supply or treatment which is:

1. Ordered by a Provider;
2. Required for treatment or management of a medical condition or symptom;
3. Provided in accordance with approved and generally accepted medical and surgical practice.

**ELIGIBILITY REQUIREMENT**

You are eligible for coverage under the Vision Insurance Policy provided:

1. You meet the applicable definition shown in Definitions; and
2. You have completed the Waiting Period, if any, shown in the Schedule of Benefits.

Your Dependents are eligible for coverage under the Vision Insurance Policy provided both you and your Dependents meet the applicable definition shown in Definitions and the eligibility requirements explained in this section. A Dependent cannot enroll as an Employee or Retiree and as a Dependent under the same group plan (State, Local Education, or Local Government). A Dependent of a Retiree must be

enrolled in the Policyholder's group health insurance program to be eligible for the Policyholder's group vision insurance program.

Children:

1. A Child meeting the definition shown in Definitions is eligible under this Vision Insurance Policy from the date of birth, adoption, or placement for adoption until the last day of the month in which such Child turns age 26.
2. A Child at least 26 years of age remains eligible under this Vision Insurance Policy when he or she: is primarily dependent upon the Member for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; and was so incapacitated and was an enrolled Dependent under the vision insurance program on his or her 26th birthday; and who has been continuously so incapacitated since his or her 26th birthday.

If your enrolled Child becomes incapable of self-support due to an intellectual or physical disability before reaching the limiting age, his coverage may be continued. To continue the Child's coverage, the Policyholder must receive proof of incapacity prior to the child's 26<sup>th</sup> birthday. Approval is subject to our review.

This Insurance will continue for as long as the Employee's Insurance stays in force and the Child remains incapacitated and meets the eligibility requirements above. Dependents of Retirees may retain coverage after the Retiree becomes eligible for Medicare, as specified under Participation Requirements in the Definitions section. Additional proof may be required from time to time, but not more often than once a year.

3. A Child of a Retiree must also be enrolled in the Policyholder's group health insurance program to be eligible under this Vision Insurance Policy.

No person is eligible for Insurance under this Vision Insurance Policy as both a Member and Dependent at the same time. If both spouses are eligible as a Member, one but not both may elect Dependent coverage.

#### **EFFECTIVE DATE**

You and your eligible Dependent's Insurance becomes effective on the date:

1. A completed and approved enrollment form, if any, is submitted for the person or persons to be insured;
2. The required contribution for the person or persons to be insured has been submitted by your Employer or the required premium for the person or persons to be insured has been paid by you; and
3. STATE - you complete one full calendar month of employment,  
LOCAL EDUCATION - Coverage starts on the first day of the month after your eligibility date,  
LOCAL GOVERNMENT - Coverage starts on the first day of the month after your hire date or the first day of the month following the end of your probationary period (if your agency applies a probationary period to insurance coverage).

#### **APPLYING FOR COVERAGE**

You may only apply for coverage on yourself or your Dependents during the following periods:

1. Within 30 days after the date you are or your Dependent is first eligible for coverage;
2. During an Enrollment Period; or
3. Within 60 days of a Life Event.

You cannot apply for coverage on yourself or your Dependents at any other time. If you do not enroll yourself or your Dependent when first eligible, you and/or your Dependents will be considered a Late Entrant.

### **LATE ENTRANTS**

A person who meets the Eligibility Requirement will be considered a late entrant if the Employee or Retiree:

1. Does not apply for his Insurance or the Dependent's Insurance within 30 days of the first day of the month following the date he or that Dependent is first eligible; or
2. Elects coverage on himself and/or his Dependents within 30 days of the date he or that Dependent is first eligible and subsequently voids such coverage within that time period.

If an Employee or Retiree does not apply for his Insurance or Dependents Insurance when he or his Dependent is first eligible, he must wait until the Policyholder's next Enrollment Period or a Change in Family Status to enroll himself or his Dependents.

### **TERMINATION OF INSURANCE**

Please read the Continuation of Insurance section of this Vision Insurance Policy for information on continuation after eligibility for coverage would otherwise end.

The Insurance on a Covered Person will end on the earliest date below:

1. The first of the month following the date this Vision Insurance Policy or Insurance for a Covered Class is terminated; or
2. The day following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Vision Insurance Policy; or
3. The last day of the last period for which premium is paid; or
4. The day he reports for active duty in the armed forces of the United States or any other country; or
5. The end of any period of continuation, as provided by the Policyholder's personnel practices; or
6. With respect to a Dependent, the first day of the month following the date of the death of the Member or the first of the month following the date the Dependent is no longer in a Covered Class or satisfies eligibility requirements under this Vision Insurance Policy.

Termination will not affect a claim for benefits incurred while coverage was in effect.

## CONTINUATION

### 1. Family and Medical Leave

Your coverage and your Dependents coverage may be continued during absences for family or medical leave. If you are on a family or medical leave of absence, coverage will continue, provided any required premium is paid when due and the Policyholder has approved the leave in writing. Coverage will be continued for up to the greater of the leave period required by the federal Family and Medical Leave Act or the leave period required by applicable state law.

### 2. Military Leave

If you or one of your Dependents is called upon to serve in the armed forces of the United States that person's coverage will be continued during such absence until he reports for active duty. Coverage continued during a military leave of absence is subject to notifying your Employer of such leave in writing and continued payment of any required premium when due.

### 3. Other Layoff or Leave of Absence

If you are temporarily laid off or given a leave of absence, other than a military leave or a family or medical leave, your coverage and your Dependents coverage may be continued provided any required premium is paid when due and your Employer has approved the leave in writing. Temporary layoff or leave of absence means you are temporarily absent from work for the period of time that has been agreed to in advance in writing by your Employer. Normal vacation time is not considered a temporary layoff or leave of absence.

### 4. COBRA

In general, the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers, (other than certain church employers) who normally employed at least 20 or more employees in the prior calendar year, to temporarily extend their health care coverage to certain categories of employees and their covered Dependents when, due to certain "qualifying events," they are no longer eligible for group coverage. Contact the Policyholder for more information about COBRA and the events that may allow you or your Dependents to temporarily extend vision coverage.

## REINSTATEMENT

If Insurance ends because you become a full time member of the armed forces of the United States you will not have to satisfy any applicable Waiting Period provided you re-enroll yourself and your Dependents and return to Active Service after you leave active military service within the applicable time period specified in the Uniform Services Employment and Reemployment Rights Act (USERRA). If you do not re-enroll yourself and your Dependents within 31 days of the date you return to Active Service from a military leave you must wait until the next Enrollment Period or a Life Event to enroll.

If a Dependent's Insurance ends because he becomes a full time member of the armed forces of the United States that person may be re-enrolled if eligible provided he is re-enrolled within the applicable time period specified in the Uniform Services Employment and Reemployment Rights Act (USERRA). If you do not re-enroll this person within 31 days you must wait until the next Enrollment Period or a Life Event to enroll this person.

## EXCLUSIONS

Benefits will not be paid for, and the term "Covered Expenses" will not include charges arising from:

1. Any Covered Expense not shown in the Schedule of Benefits or any expenses shown as "Not Covered" in the Schedule of Benefits.
2. Eye examinations required by an employer as a condition of employment, except as otherwise provided under the Safety Program.
3. Services or Materials provided in connection with special procedures such as orthoptics and visual training (including but not limited to "Corneal Refractive Therapy" ("CRT), or "orthokeratology"), or in connection with medical or surgical treatment (including laser vision correction) except as provided herein.
4. Materials which do not provide vision correction, except as provided herein.
5. Charges for the replacement of lost or stolen lenses or frames within the applicable benefit Frequency period in the Schedule of Benefits.
6. Sickness or injury covered by a workers' compensation act or other similar legislation.
7. Incurred as a direct or indirect result of war (declared or undeclared).
8. Incurred as a result of an intentionally self-inflicted injury or injury sustained while committing a felony crime.
9. Services or supplies furnished to a Covered Person before the effective date of his Insurance under the Vision Insurance Policy or after the date a Covered Person's Insurance ends.
10. Any medical treatment rendered outside the United States or Canada.
11. Services rendered by practitioners who do not meet the definition of Provider.
12. Expenses covered by any other group insurance, subject to any coordination of benefits.
13. Expenses covered by a health maintenance organization or hospital or medical services prepayment plan available through an employer, union or association.
14. Any expenses covered by any union welfare plan or governmental program or a plan required by law, except Medicaid.
15. Comprehensive low vision evaluations, subsequent follow-up visits following such evaluation or low vision aids for which prior approval was not obtained from us or our authorized representative.
16. For Visually Required contact lenses prescribed for a Covered Person for which prior approval was not obtained from us or our authorized representative.
17. Laser vision correction for which prior approval was not obtained from us or our authorized representative.
18. Refraction-only claims.

## CLAIM PROVISIONS

### In-Network

A Covered Person must contact an In-Network Provider before receiving services for a Covered Expense. The In-Network Provider will verify his eligibility for Covered Expenses with us or our authorized representative before the examination takes place. The Provider will submit Covered Person's claim directly to us or our authorized representative.

### Out-of-Network

When a Covered Person uses an Out-of-Network Provider he must first pay the billed charge and then submit a claim.

1. Notice of Claim - written or authorized electronic/telephonic notice of claim must be given to us within 20 days after a Covered Expense is incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office, such other



place as we may designate for the purpose, or to our authorized representative. Notice should include the Policyholder's name and the Covered Person's name, address, Vision Insurance Policy and Vision Insurance Policy Number.

2. Claim Forms - we will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not provided within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Vision Insurance Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.
3. Proof of Loss - written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized representative within 90 days of the loss for which claim is made.

If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

4. Payment of Claims - we will pay benefits due under this Vision Insurance Policy for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

All benefits will be paid in United States currency. All benefits payable under this Vision Insurance Policy, unless otherwise stated, will be payable to the Covered Person or to his estate.

If we are to pay benefits to the Covered Person's estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage that we believe is equitably entitled. Any payment made by us in good faith pursuant to this provision will fully discharge us to the extent of such payment and release us from all liability.

### **Right to Receive and Release Needed Information**

We have the right to obtain or give information needed to coordinate benefit payments with other plans. This can be from or to any other insurance company, organization or person, subject to the consent of the Covered Person. Any Covered Person claiming benefits must furnish us with the necessary information needed to coordinate benefit payments.

### **Right to Make Payments**

We have the right to pay any other organization, as needed, to properly carry out this provision. Any such payments made in good faith are considered benefits paid under the Vision Insurance Policy, and fully discharge our liability, to the extent of such payments.

### **Right to Recovery**

We have the right to retrieve any excess amounts that may have been paid out should they exceed the provisions of the Vision Insurance Policy. This can be from the Covered Person to whom the payments were made. It can also be from any other insurance company or organization.

## **Review**

If the claim is wholly or partly denied, our notice will include:

1. Reasons for such denial;
2. Reference to specific Certificate provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support your claim;
4. Information concerning your right to request that we review our decision; and
5. A description of our review procedures, time limits and notice of your right to bring civil action.

This request must be in writing and must be received by us no more than 180 days after you receive notice of our claim decision. As part of this review, you may:

1. Send us written comments;
2. Review any non-privileged information relating to your claim; or
3. Provide us with other information or proof in support of your claim.

We will review your claim promptly after receiving your request. We will advise you of the results of our review within 60 days after we receive your request, or within 120 days if there are special circumstances that require more time (such as the need to hold a hearing). Our decision will be in writing and will include reference to specific Vision Insurance Policy provisions, rules or guidelines on which the decision was based, and notice of your right to bring a civil action.

## **Claimant Cooperation**

Failure of a claimant to cooperate with us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

## **Administration**

The Policyholder has given us the authority to review claims for the benefits provided by this Vision Insurance Policy and for deciding appeals of denied claims. In this role we shall interpret the terms of the Vision Insurance Policy, decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. Decisions made by us in this capacity shall be effective as to participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no responsibility with respect to the administration of the benefit provided by this Vision Insurance Policy except as described above. It is understood that our sole liability to the Policyholder and Covered Persons under the Vision Insurance Policy shall be for the payment of benefits provided under this Vision Insurance Policy.

We may contract with another entity to perform this function on our behalf.

## **Legal Actions**

No action at law or in equity may be brought to recover under this Vision Insurance Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Vision Insurance Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

## **Recovery of Overpayment**

If benefits are overpaid, we have the right to recover the amount overpaid from the person or entity to whom the payment was made, within 18 months of that overpayment, by either of the following methods:

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Vision Insurance Policy.

If there is an overpayment due when the Covered Person dies, we may recover the overpayment from the Covered Person's estate.

## **ADMINISTRATIVE PROVISIONS**

If a premium is not paid when due, we will cancel this Vision Insurance Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Schedule of Benefits. The Policyholder has the sole responsibility to notify Covered Persons of such termination.

### **Contributions**

You may be required to contribute toward all or part of your and your Dependent's Insurance under the Vision Insurance Policy. If so you must agree to:

1. Have all or a portion of the cost of both your Insurance and your Dependent's Insurance deducted from your pay; or
2. Remit all or a portion of the cost of both your Insurance and your Dependent's Insurance directly to the Policyholder; or
3. Remit the entire cost of both your Insurance and your Dependent's Insurance directly to us or our authorized representative. A Covered Person may elect to pay any premium billed directly monthly, quarterly, semi-annually or annually.

### **Direct Billing**

If you are being billed directly you will receive a request for payment from us or our authorized representative on or before the premium due date. The premium due date will be shown on the request for payment. You should pay the amount due on or before the premium due date. Payment of the entire premium as it becomes due will maintain the Covered Person's Insurance in force through the date immediately before the next premium due date.

There is a 31 day grace period for remittance of premium billed directly. If you do not pay the premium on or before the premium due date, you may pay the premium during this 31 day period. A Covered Person's Insurance under the Group Vision Insurance Policy will remain in force during the grace period. If premium is not remitted before the end of the grace period, the Covered Person's Insurance will terminate automatically at 12:01 A.M. on the last day for which premium was paid.

Termination of a Covered Person's Insurance for nonpayment of premiums billed directly will not influence a Covered Person's right to a claim for benefits which arose prior to the termination. Our liability under the Vision Insurance Policy is limited to benefits payable for eligible claims incurred prior to the date of termination.

## **GENERAL PROVISIONS**

### **Assignment**

The rights and benefits under this Vision Insurance Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's Insurance (including an assignment on a form furnished by us or by the Policyholder).

### **Incontestability**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative will be given a copy.

After two years from a Covered Person's effective date of Insurance, or from the effective date of increased benefits, no such statement will cause Insurance or the increased benefits to be contested except for fraud.

### **Clerical Error**

A Covered Person's Insurance will not be affected by clerical error or delay in keeping records of Insurance under the Vision Insurance Policy. If such error or delay is found, we will adjust the premium fairly.

### **Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that applies to the Vision Insurance Policy are automatically changed to satisfy the minimum requirements of such laws.

### **Compensation Insurance**

The Vision Insurance Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.