





Notice: This Policy is subject to: (1) Annual Maximums, for other than Pediatric Services; (2) the right to adjust the Premium upon 60 days' notice to You. Such adjustments in rates shall become effective on the date specified in said notice; (3) termination of coverage in accordance with the Termination of Coverage section as specified in this Policy.

NOTICE OF 10-DAY RIGHT TO EXAMINE POLICY

Within ten days after its delivery to You, this Student Vision Policy may be surrendered by returning it to BCBSOK at Our administrative office, agent, or the entity through whom it was purchased. Upon such surrender, any Premiums paid will be returned. The Student is responsible for repaying BCBSOK for any services rendered or Claims paid by BCBSOK on behalf of the Student and/or any Dependents during the ten-day examination period.

Blue Cross and Blue Shield of Oklahoma
(Herein called BCBSOK, We, Us, Our)

Has issued this

Student Vision Policy
To
University of Oklahoma

This Policy becomes effective at 12:01 A.M., Standard Time, on the Effective Date of Coverage shown on the Identification Card and will be continued in effect by the payment of Premiums at the rates determined by Us in accordance with the provisions in the **Premiums and Reinstatement Provisions** section until terminated as provided in the **Termination of Coverage** section of this Policy.

This Policy is issued in the State of Oklahoma and is governed in accordance with the laws of this State.

Changes in state or federal law or regulations, or interpretation thereof, may change the terms and conditions of coverage.

Signed for Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company by:

Stephanie Grober, President
Blue Cross and Blue Shield of Oklahoma
1400 S. Boston
P.O. Box 3283
Tulsa, OK 74102-3283

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association

A message from:

BLUE CROSS AND BLUE SHIELD OF OKLAHOMA

BCBSOK has contracted with EyeMed Vision Care, LLC (EyeMed), also referred to as the “network administrator”. EyeMed provides customer service and network administration services to Covered Persons enrolled in this BCBSOK Student Vision Policy. BCBSOK has also contracted with First American Administrators (FAA) to provide Claims administration services to Covered Persons enrolled in this BCBSOK Student Vision Policy. The relationship between BCBSOK, FAA, and EyeMed is that of independent contractors. Through Our arrangement with EyeMed, You will have access to EyeMed’s Select network of Vision Care Providers.

Like most people, You probably have many questions about Your coverage. This Policy contains information about the services and supplies for which Benefits will be provided under Your Student Vision Policy. Please read Your entire Policy very carefully. We hope that most of the questions You have about Your coverage will be answered.

In this Policy the **Definitions** section will explain the meaning of many of the terms used in this Policy. All terms used in this Policy, when defined in the **Definitions** section, begin with a capital letter. Whenever the term “We”, “Us”, or “Our” is used is used, it means BCBSOK.

If You have any questions once You have read this Policy, call Us at the number listed on Your Student Vision Identification Card. It is important to all of Us that You understand the protection this coverage gives You.

The Policyholder has confirmed to Us that it is an Institution of higher education as defined in the Higher Education Act of 1965 (the “Institution”). This Policy does not make vision insurance available other than in connection with enrollment as a Student (or a Dependent of a Student) in the Policyholder’s Institution. Policyholder will provide prospective and current Covered Persons with access to this Policy.

Welcome to the BCBSOK Student Vision Policy! We are very happy to have You and pledge You Our best service.

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SCHEDULE OF BENEFITS

AcademicBlueSM Vision Plan 1B

This Policy will pay without regard to any Medicare, Medicare Advantage, or Medicaid coverage.

Vision Care Benefits	EyeMed Provider	Non-Contracting Provider Reimbursement*
Exam with Dilation as Necessary	\$10 Copay	Up to \$30
Frames: Any available frame at Provider location	\$0 Copay, \$130 Allowance, 20% off balance over \$130	Up to \$65
Contact Lens Fit and Follow-Up (Contact Lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard Contact Lens Fit and Follow-Up	\$0 Copay, Paid-in-Full, and two follow-up visits	Up to \$40
Premium Contact Lens Fit and Follow-Up	\$0 Copay, 10% off Retail Price, then apply \$40 Allowance	Up to \$40
Standard Plastic Lenses:		
Single Vision	\$20 Copay	Up to \$8
Bifocal	\$20 Copay	Up to \$18
Trifocal	\$20 Copay	Up to \$35
Lenticular	\$20 Copay	Up to \$35
Standard Progressive Lens	\$0 Copay	Up to \$60
Premium Progressive Lens as follows: **		
Premium Progressive Lens -Tier 1	\$85 Copay	Up to \$60
Premium Progressive Lens -Tier 2	\$95 Copay	Up to \$60
Premium Progressive Lens -Tier 3	\$110 Copay	Up to \$60
Premium Progressive Lens -Tier 4	\$85 Copay, 20% off Retail less \$120 Allowance	Up to \$60
Lens Options:		
Standard Plastic Scratch Coating	\$15 Copay	Up to \$8
Standard Polycarbonate - Kids under 19	\$0 Copay	Up to \$20
Contact Lenses: (Contact Lens allowance includes materials only.)		
Conventional	\$0 Copay, \$130 Allowance, 15% off balance over \$130	Up to \$104

Disposable	\$0 Copay, \$130 Allowance, plus balance Over \$130	Up to \$104
Medically Necessary	\$0 Copay, Paid-in-Full	Up to \$210

Vision Care Services**	Member Cost
Retinal Imaging Benefit	Up to \$39
Lens Options	
UV Treatment	\$15 Copay
Tint (Solid and Gradient)	\$15 Copay
Standard Polycarbonate - Adults	\$40 Copay
Standard Anti-Reflective Coating	\$45 Copay
Premium Anti-Reflective Coating – Tier 1	\$57 Copay
Premium Anti-Reflective Coating – Tier 2	\$68 Copay
Premium Anti-Reflective Coating – Tier 3	20% off Retail Price
Polarized	20% off Retail Price
Photochromic (Plastic)	20% off Retail Price
Other Add-Ons	20% off Retail Price
Laser Vision Correction Lasik or PRK from U.S. Laser Network	15% off Retail Price or 5% off promotional price
Additional Pairs Benefit:	Covered Persons also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded Benefit has been used.
Frequency:	
Examination	Once every 12 months
Lenses or Contact Lenses	Once every 12 months
Frame	Once every 12 months
Premium is subject to adjustment even during a rate guarantee period in the event of any of the following events: change in Benefits or the imposition of any new taxes, fees, or assessments by Federal or State regulatory agencies.	
*Reimbursement for Non-Contracting Provider Vision Services and Materials will be the lesser of the listed amount or the actual cost from the Non-Contracting Provider. In certain states, Covered Persons may be required to pay the full retail price, and not the negotiated discount rate with certain participating Providers. Please see EyeMed's online Provider locator to determine which participating Providers have agreed to the discounted rate.	
**No insurance Benefit is provided, EyeMed Provider or Non-Contracting Provider. Member cost displayed is a negotiated and agreed-upon discount with Contracted Providers. For Non-Contracting Providers, Member will pay charged amount.	
EyeMed Vision Care reserves the right to make changes to the products on each tier and the out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All Providers are not required to carry all brands at all levels.	

THINGS YOU SHOULD KNOW

This Policy describes the Benefits available to Students and their Dependents under this Student Vision Policy. If after reading it, You still have questions, please contact EyeMed Customer Service for BCBSOK Student Vision Policy Members.

SCHEDULE OF BENEFITS

A Schedule of Benefits is included in this Policy showing what You will pay, or be reimbursed, for a Covered Service. Covered Persons will receive a new Schedule of Benefits if changes are made to this Student Vision Policy.

CUSTOMER SERVICE

Questions about services covered under this Student Vision Policy, EyeMed Contracting Providers, or about Benefits provided for or denied under this Student Vision Policy, can be directed to EyeMed seven days a week.

EyeMed
Hours: Central Time
Monday through Saturday 6:30 A.M. to 10:00 P.M.
Sunday 10:00 A.M. to 7:00 P.M.
1-888-782-3299

An Interactive Voice Response unit is also available outside normal business operating hours. (Please direct Student enrollment, termination, and other Student eligibility questions to Your Institution – not to EyeMed.)

Covered Persons who use a TTY (Teletypewriter) because of a hearing or speech disability may access TTY services by calling or using a TTY machine to engage an operator at 711 and asking the operator to call EyeMed at 1-844-230-6498.

If a Claim for Benefits is denied (in whole or in part), FAA will notify You in writing of the specific reasons for the denial, and of the process for requesting a review of the denial.

ELIGIBILITY FOR INSURANCE

Each person in one of the Class(es) of eligible persons shown below is eligible to be covered under this Policy. This includes anyone who is eligible on the Effective Date of Coverage and may become eligible after the Effective Date of Coverage while the Policy is in force. Students must meet the Institution's requirements for maintaining their status as an eligible Student. Some courses may not fulfill the eligibility requirements. Please contact Your Institution for further information. Students enrolled for the Summer sessions will not experience a loss in coverage as long as they were covered immediately preceding Summer sessions. We maintain the right to investigate Student status and attendance records to verify that eligibility requirements have been met. If We discover the eligibility requirements have not been met, Our only obligation is to refund any unearned Premium paid for that person.

CLASSES OF ELIGIBLE PERSONS

Class 1: All enrolled Students and their Dependents are eligible for coverage under this Policy.

NOTE: Multiple classes may be added depending on the Institution.

Dependents, as defined by this Policy, of all Students are eligible for coverage under this Policy.

A person may not be insured as a Dependent and a Student at the same time.

A Student's Dependent is eligible on the date:

- the Student is eligible if the Student has Dependents on that date; or
- the date the person becomes a Dependent of the Student, if later.

No eligibility rules or variations in Premium will be imposed based on a Student's health status, medical condition, claims experience, receipt of health care, medical or vision history, genetic information, evidence of insurability, disability, or any other health status factor. A Student will not be discriminated against for coverage under this Policy on the basis of race, color, national origin, disability, quality of life, life expectancy, age, sex, gender identity, sexual orientation, or political affiliation expression. Coverage does not require documentation certifying a COVID-19 vaccination or require documentation of post-transmission recovery as a condition for obtaining coverage or receiving Benefits. Variations in the administration, processes or Benefits of this Policy that are based on clinically indicated, reasonable management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.

EFFECTIVE DATE OF COVERAGE

Coverage for a Student who enrolls during the Institution's enrollment period, as determined by the Institution, is effective on the latest of the following dates:

- the Effective Date of Coverage;
- the date We receive the completed online enrollment form;
- the date after the required Premium is paid; or
- the date the Student enters the eligible class.

Coverage for a Student's eligible Dependent who enrolls:

- during the enrollment period established by the Institution;
- within 31 days after the Student acquires a new Dependent; or
- within 31 days after a Dependent terminates coverage under another vision plan,

is effective on the latest of the following dates:

- the Effective Date of Coverage;
- the date the Student enters the eligible class; or
- the date after the required Premium is paid.

After the time periods described above, the Student and/or Dependent must wait until the next enrollment period, except for a newborn or newly adopted child or if there is an involuntary loss of coverage under another vision plan.

We will pay Benefits for a newborn child of a Covered Person until that child is 31 days old. Coverage may be continued beyond the 31 days if the Covered Person notifies Us of the child's birth and pays the required Premium, if any.

Adopted children, as defined by this Policy, will be covered on the same basis as a newborn child from the date the child is placed for adoption with the Covered Person or the date the Covered Person becomes a party to a suit for the adoption of the child. Coverage will cease on the date the child removed from placement and the Covered Person's legal obligation terminates.

OPEN ENROLLMENT PERIODS

Your Institution will designate open enrollment periods during which You may apply for or change Your coverage under this Student Vision Policy.

QUALIFYING EVENT

Eligible Students and/or Eligible Dependents who have a change in status, and lose coverage under another vision plan, are eligible to enroll for coverage under this Policy. Within 30 days of the qualifying event, the Student and/or Dependent must complete supporting documentation. A change in status due to a qualifying event includes, but is not limited to, loss of a spouse, whether by death, divorce or annulment, a gain of a Dependent whether by birth, adoption, or suit for adoption or court-ordered Dependent coverage, or loss of Dependent status because of age. The Premium will be prorated based on what it would have been at the beginning of the semester or quarter, whichever applies. However, the Effective Date of Coverage will be the later of the date the Student or Dependent enrolls for coverage under this Policy and pays the required Premium, or the day after the prior coverage ends. Please contact Your Institution for further information.

HOW THIS VISION PLAN WORKS

VISION EXAMINATION

Under this Student Vision Policy, You may visit any Provider and receive Benefits (as listed on the Schedule of Benefits) for a Vision Examination and Vision Materials.

A Vision Examination is a vision testing exam that includes a determination as to the need for correction of visual acuity and prescribing lenses, if needed, that is performed by a licensed physician, optometrist, therapeutic optometrist, or ophthalmologist who is operating within the scope of his or her license. A comprehensive routine eye examination (including dilation, if necessary) includes but is not limited to the following procedures:

- case history, including chief complaint and/or reason for visit, patient medical and eye health history, and record of current medications;
- record of visual acuities with or without present correction, if applicable;
- pupil responses, external exam findings, internal exam findings, screening of visual fields perception;
- present prescription;
- retinoscopy (when applicable), subjective refraction at far and near point;
- binocular and ocular mobility testing;
- test of accommodation and/or near point refraction;
- tonometry, to include pressures, time of day, and type of instrument used (a reasonable attempt at tonometry or equivalent testing will be made unless, in the physician's professional opinion, tonometry is contraindicated); and
- diagnosis/prognosis and/or specific recommendations.

EyeMed CONTRACTING PROVIDER

Before You go to an EyeMed Contracting Provider for a Vision Examination or Vision Materials, please call ahead for an appointment. When You arrive, present Your Student Vision Policy Identification Card. If You forget to take Your Identification Card, be sure to say that You are a Member of the BCBSOK Student Vision Plan so that Your eligibility can be verified.

Visit EyeMed's website at www.eyemedvisioncare.com/bcbsokind.com, or call 1-888-782-3299 to obtain a list of the EyeMed Contracting Providers nearest You.

You may receive Your Vision Examination and eyeglasses or contacts on different dates or through different Provider locations, if desired.

Fees charged for service other than a covered Vision Examination, covered Vision Materials, or discounted Vision Materials and amounts in excess of those payable under this Student Vision Policy, must be paid in full by You to the Provider, whether or not the Provider is an EyeMed Contracting Provider. Benefits under this Student Vision Policy may not be combined with any promotional offering. Allowances are one-time use Benefits; no remaining balances are carried over to be used later.

LIMITATIONS AND EXCLUSIONS

This Student Vision Policy does not cover services or materials connected with or charges arising from:

- any vision service, treatment or materials not specifically listed as a Covered Service;
- services or materials which are rendered prior to Your Effective Date of Coverage;
- services and materials incurred after the termination date of Your coverage unless otherwise indicated;
- more than one examination in each successive 12-month Benefit Period;
- services and materials not meeting accepted standards of optometric practice;
- services and materials resulting from Your failure to comply with professionally prescribed treatment;
- telephone consultations;
- any charges for failure to keep a scheduled appointment;
- any services that are strictly cosmetic in nature including, but not limited to, charges for personalization or characterization of prosthetic appliances;
- any eye or Vision Examination, or any corrective eye wear required by an employer as a condition of employment, and safety eyewear;
- services or materials provided as a result of intentionally self-inflicted injury or illness;
- services or materials provided as a result of injuries suffered while committing or attempting to commit a felony, engaging in an illegal occupation, or participating in a riot, rebellion or insurrection;
- office infection control charges;
- charges for copies of Your records, charts, or any costs associated with forwarding/ mailing copies of Your records or charts;
- state or territorial taxes on vision services performed;
- medical treatment of eye disease or injury;
- visual therapy;
- special lens designs or coatings other than those described in this Student Vision Policy;
- replacement of lost/stolen eyewear;
- non-prescription (Plano) lenses;
- two pairs of eyeglasses in lieu of bifocals;
- services not performed by licensed personnel;
- prosthetic devices and services; and
- insurance of contact lenses.

Please contact Customer Service if You have any questions.

TERMINATION OF COVERAGE

TERMINATION DATE OF INSURANCE

A Student's coverage will end on the earliest of the date:

- this Policy terminates;
- the Student is no longer eligible; or
- the period ends for which Premium is paid.

A Dependent's coverage will end on the earliest of the date:

- he or she is no longer a Dependent;
- the Student's coverage ends; or
- the period ends for which Premium is paid; or
- the Policy terminates.

We may terminate this Policy by giving 31 days written (authorized electronic or telephonic) notice to the Institution. Either We or the Institution may terminate this Policy on any Premium due date by giving 31 days advance written (authorized electronic or telephonic) notice to the other. This Policy may be terminated at any time by mutual written or authorized electronic/telephonic consent of the Institution and Us.

This Policy terminates automatically on the earlier of:

- the Policy termination date shown in the Policy;
- the Premium due date if Premiums are not paid when due; or
- the Effective Date of Coverage of the renewal of this Policy if a Student decides to renew coverage under this Student Vision Policy, and the Effective Date of Coverage of the renewal of this Student Vision Policy becomes effective before this Policy terminates.

Termination takes effect at 12:00 AM, Standard Time at the address of the Institution on the date of termination.

REFUND OF PREMIUM

A refund of Premium will be made only in the event:

- of a Covered Person's death; or
- the Covered Person enters full-time active duty in any Armed Forces, and We receive proof of such active-duty service.

EXTENSION OF BENEFITS

If a Covered Person's coverage under this Policy terminates, Benefits will continue for any Covered Services described in this Policy, as long as the Covered Service began prior to the date the coverage terminated and is completed within 30 days of a Covered Person's termination date. NOTE: If a Covered Person terminates coverage under this Policy, they will not be eligible to re-enroll for vision coverage until the next annual open enrollment period if applicable.

PROCEDURES FOR FILING CLAIMS, APPEALS, AND COMPLAINTS

EyeMed CONTRACTING PROVIDER SERVICES

When You receive Vision Services at an EyeMed Contracting Provider location, You will not have to file a Claim form. At the time services are rendered, You will pay for the services or eyewear at the amount noted on Your Schedule of Benefits. You will also owe state tax, if applicable and the cost of noncovered expenses (for example, vision perception training).

CLAIM FORMS AND PROOF OF LOSS

Written Proof of Loss must be furnished to FAA in accordance with the Claim procedures specified in this section. Proof may be submitted either electronically or on paper. Written notice of Claim must be given to FAA within 90 days after the occurrence or start of the loss on which the Claim is based. If notice is not given in that time, the Claim will not be invalidated or denied if it is shown that written notice was given as soon as was reasonably possible. When FAA receives a request for a Claim form or the notice of a Claim, FAA will provide the Covered Person the Claim forms that are used for filing Proof of Loss. If the Covered Person does not receive these forms within 15 days after FAA receives notice of Claim or the request for a Claim form, the Covered Person will be considered to have met the Proof of Loss requirement of this Student Vision Policy if the Covered Person submits written Proof of Loss within 365 days after the date of the first service, except in the absence of legal capacity.

BENEFIT DETERMINATIONS FOR PROPERLY FILED CLAIMS

Once FAA receives a properly filed Claim from You or Your Provider, a Benefit determination will be made within 30 days. This period may be extended one time for up to 15 additional days, if FAA determines that additional time is necessary due to matters beyond our control.

If We determine that additional time is necessary, You and/or Your Provider will be notified, in writing, prior to the expiration of the original 30-day period, that the extension is necessary, along with an explanation of the circumstances requiring the extension of time and the date by which the Plan expects to make the determination.

Upon receipt of Your Claim, if FAA determines that additional information is necessary in order for it to be a properly filed Claim, We will provide written notice to You and/or Your Provider, prior to the expiration of the initial 30-day period of the specific information needed. You will have 45 days from receipt of the notice to provide the additional information. FAA will notify You of its Benefit determination within 15 days following receipt of the additional information.

CLAIMS FOR NON-CONTRACTING PROVIDER VISION SERVICES

When You receive a Vision Examination or purchase Vision Materials from a Non-Contracting Provider, You may need to file a Claim form. You can obtain a Claim form from an EyeMed Member Services Representative or at www.eyemed.com. Be sure to fill out the Claim form completely. You must submit Your Claim form no more than 15 months after the services were provided. If You choose to go to a Non-Contracting Provider, please complete the following steps before submitting Your Claim form to FAA.

1. You are responsible for payment of Vision Services at the time of service. BCBSOK (through the Claims administrator, FAA) will reimburse You for Covered Services. Please see the Schedule of Benefits for the list of qualified service and their reimbursement amounts.
2. Complete the Claim form in its entirety. Sign the Claim form. If the patient is a minor, the parent or legal guardian must sign the Claim form.
3. Attach itemized receipts from Your Provider to the Claim form. (Facsimiles and photocopies of bills cannot be accepted; please keep copies for Your records. Bills will not be returned.)

Mail the Claim form to the following address:

**BlueCare Vision
c/o First American Administrators
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111**

PAYMENT IN ERROR

If BCBSOK makes an erroneous Benefit payment, You or the ineligible person may be required to refund the amount paid in error. BCBSOK reserves the right to correct payments made in error by offsetting the amount paid in error against new Claims. BCBSOK also reserves the right to take legal action to collect payments made in error.

VISION CLAIM REVIEW PROCEDURES

If Your Claim has been denied in whole or in part, You may have your Claim reviewed. The Plan will review its decision in accordance with the following procedure.

If Your Claim has been denied in whole or in part for lack of medical necessity, You may Appeal the Plan's decision. Within 180 days after You receive notice of a denial or partial denial, You may write to the Plan. The Plan will need to know the reasons why You do not agree with the denial or partial denial. Send Your request to:

Blue Cross and Blue Shield of Oklahoma
P.O. Box 3283
Tulsa, OK 74102-3283

You may also designate a representative to act for You in the review procedure. Your designation of a representative must be in writing, as it is necessary to protect against disclosure of information about You except to Your authorized representative. While the Plan will honor telephone requests for information, such inquiries will not constitute a request for review.

You and Your authorized representative may ask to see relevant documents and may submit written issues, comments and additional medical information within 180 days after You receive notice of a denial or partial denial. The Plan will give You a written decision within 60 days after it receives Your request for review.

If You have any questions about the Claims procedures or the review procedure, You may call a Customer Service Representative at the number listed on Your Identification Card between 8:00 a.m. and 6:00 p.m., Monday through Friday. Or You can write to:

Blue Cross and Blue Shield of Oklahoma
P.O. Box 3235
Naperville, IL 60566-7235

If You have a Claim for Benefits which is denied, in whole or in part, you may file suit in a state or federal court.

GENERAL PROVISIONS

CLAIM FORMS

We will furnish to You, Your physician or Vision Care Provider, upon receipt of a notice of Claim or prior thereto, such forms as We usually furnish for filing Proof of Loss. If such forms are not furnished within 15 days after receipt of such notice by Us, the Covered Person shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing such Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which Claim is made.

DISCLOSURE AUTHORIZATION

The Covered Person, on behalf of himself and his Dependents, shall be deemed to have authorized any attending Physician or Vision Care Provider to furnish Us all information and records or copies of records relating to the diagnosis, treatment, or care of any Covered Person included under this Student Vision Policy; and such Covered Persons shall, by asserting Claim for Benefits hereunder, be deemed to have waived all provisions of law forbidding the disclosure of such information and records.

As a condition to the continued coverage of a child as a disabled Dependent beyond the age of 26, We shall have the right to require periodic certification of the child's physical or mental condition and dependency, but not more frequently than annually after the two-year period following the child's attainment of age 26.

GENDER

Use herein of a personal pronoun in the masculine gender shall be deemed to include the feminine unless the context clearly indicates the contrary.

LEGAL ACTION

No action at law or in equity shall be brought to recover on this Student Vision Policy prior to the expiration of 60 days after written Proof of Loss has been filed in accordance with requirements herein and no such action shall be brought at all unless brought within three years from the expiration of the time within which written Proof of Loss is required to be furnished under this Student Vision Policy.

MEMBER DATA SHARING

You may, under certain circumstances, as specified below, apply for and obtain, subject to any applicable terms and conditions, replacement coverage. The replacement coverage will be that which is offered by Blue Cross and Blue Shield of Oklahoma, a division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association or, if You do not reside in the Blue Cross and Blue Shield of Oklahoma service area, by the Host Blues whose service area covers the geographic area in which You reside. The circumstances mentioned above may arise in various circumstances. As part of the overall Policy that Blue Cross and Blue Shield of Oklahoma offers to, You, if You do not reside in the Blue Cross and Blue Shield of Oklahoma service area, Blue Cross and Blue Shield of Oklahoma may facilitate Your right to apply for and obtain such replacement coverage, subject to applicable eligibility requirements, from the Host Blue in which You reside. To do this We may (1) communicate directly with You and/or (2) provide the Host Blues whose service area covers the geographic area in which You reside, with Your personal information and may also provide other general information relating to Your coverage under this Student Vision Policy the Institution has with Blue Cross and Blue Shield of Oklahoma to the extent reasonably necessary to enable the relevant Host Blues to offer You coverage continuity through replacement coverage.

NON-AGENCY

The Institution understands that this Vision Plan constitutes a Contract solely between the Institution and BCBSOK. BCBSOK is a Division of Health Care Service Corporation, an Independent Licensee of the Blue Cross and Blue Shield Association (the Association). The license from the Association permits HCSC to use the Blue Cross and Blue Shield Service Marks in the State of Oklahoma. BCBSOK is not contracting as the agent of the Association. The Institution also understands that he has not entered into this Student Vision Policy based upon representations by a person

other than BCBSOK. No person, entity, or organization other than BCBSOK shall be held accountable or liable to the Institution for any of its obligations whatsoever on the on the part of BCBSOK other than those obligations created under other provision of this Student Vision Policy.

NOTICE OF CLAIM

The Covered Person shall give or cause to be given written notice to FAA within 30 days or as soon as reasonably possible after any Covered Person receives any of the services for which Benefits are provided herein.

PHYSICAL EXAMINATION AND AUTOPSY

We, at Our own expense, shall have the right and opportunity to examine the person of the Student for whom Claim is made, when and so often as We may reasonably require during the pendency of a Claim hereunder and also in case of death, the right and opportunity to make an autopsy where it is not prohibited by law.

ENTIRE CONTRACT; CHANGES

This Policy and the application for coverage by the Student and any amendments, riders, or endorsements attached hereto, shall constitute the entire Student Vision Policy. Any statements made shall be deemed representations and not warranties, and no statement made by the Student in the application for this Student Vision Policy shall be used in any contest or in defense of a Claim hereunder unless a copy of the application is attached to this Student Vision Policy when issued.

Only an authorized officer of BCBSOK has the power to change, modify, or waive the provisions of this Policy, and then only in writing prepared at the home office and attached or endorsed hereto. We shall not be bound by any promise or representation heretofore or hereafter made by or to any agent other than as specified above.

PROOF OF LOSS

Written Proof of Loss must be furnished to FAA, no later than 90 days from the date that the services, supplies or appliances are provided to the Covered Person. Failure to furnish such proof within the time required shall not invalidate or reduce any Claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and, in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

REFUND OF BENEFIT PAYMENTS

If and when We determine that Benefit payments hereunder have been made erroneously but in good faith, We reserve the right to seek recovery of such Benefit payments from the Covered Person, any other insurance company, or Provider of services to whom such payments were made. We reserve the right to offset subsequent Benefit payments otherwise payable by the amount of any such overpayment.

REIMBURSEMENT

If We pay or provide Benefits for You under this Policy, We are subrogated to all rights of recovery which You have in contract, tort or otherwise against any person, organization or insurer for the amount of Benefits We have paid or provided. That means We may use the Institution's rights to recover money through judgment, settlement or otherwise from any person, organization or insurer.

1. For the purposes of this provision, Subrogation means the substitution of one person or entity (BCBSOK) in the place of another (any Student covered under this Student Vision Policy) with reference to a lawful Claim, demand, or right, so that he or she who is substituted succeeds to the rights of the other in relation to the debt or Claim, and its rights or remedies.
2. **Right of Reimbursement:** In jurisdictions where subrogation rights are not recognized, or where subrogation rights are precluded by factual circumstances, We will have a right for reimbursement. If any Student covered under this Student Vision Policy recovers money from any person, organization or insurer for an injury or condition for which We paid Benefits under this Student Vision Policy, all Students covered under this Student Vision Policy agrees to reimburse Us from the recovered money for the amount of Benefits paid or provided by Us. That means any Student covered under this Student Vision Policy will pay Us the amount of money recovered through judgment,

settlement or otherwise from the third party or their insurer, as well as from any person, organizations or insurer, up to the amount of Benefits We paid or provided.

3. **Right to Recovery by Subrogation or Reimbursement:** Any Student covered under this Student Vision Policy agrees to promptly furnish to Us all information concerning any Student's rights of recovery from any person, organization or insurer and to fully assist and cooperate with Us in protecting and obtaining its reimbursement and subrogation rights. Any Student covered under this Student Vision Policy, or their attorney will notify Us before settling any Claim or suit so as to enable Us to enforce Our rights by participating in the settlement of the Claim or suit. Any Student covered under this Student Vision Policy further agrees not to allow the reimbursement and subrogation rights BCBSOK to be limited or harmed by any acts or failure to act on the part of any Student.
4. Notwithstanding the foregoing, nothing herein shall be interpreted to allow recovery from a Student's coverage under Medicare, Medicare Advantage or Medicaid Benefit plan.

RECISSION OF COVERAGE

We may not void coverage based on a misrepresentation by a Student unless the Student performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact with the intent to deceive this Student Vision Policy on the Student's application; having done so will result in the cancellation of coverage for the Student retroactive to the Effective Date of Coverage, subject to 30 days' prior notification. Rescission is defined as a cancellation or discontinuance of coverage that has a retroactive effect. In the event of such cancellation, Blue Cross and Blue Shield of Oklahoma may deduct from the Premium refund any amounts made in Claim Payments during this period and the Student may be liable for any Claim Payment amount greater than the total amount of Premiums paid during the period for which cancellation is affected.

CONFORMITY WITH STATE STATUTES

Any provision of this Policy which, on its Effective Date of Coverage, is in conflict with the statutes of the state in which it was delivered shall be amended to conform with the minimum requirements of those statutes.

PLAN'S SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS

BCBSOK has contracts with certain Providers ("Plan Providers") in its service area to provide and pay for Vision Services to all person entitled to vision care Benefits under vision policies and contracts to which BCBSOK is a party, including all persons covered under this Student Vision Policy. Under certain circumstances described in its contract with Plan Providers, BCBSOK may:

- receive substantial payments from Providers or suppliers with respect to goods, supplies and services furnished to all such persons for which BCBSOK was obligated to pay the Provider or supplier; or
- pay Providers or suppliers substantially less than their Claim charges for goods and services, by discount or otherwise; or
- receive from Providers or supplier's other substantial allowances under the BCBSOK contracts with them.

SEVERABILITY

In case any one or more of the provisions contained in this Policy shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Student Vision Policy, but this Policy shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TIME OF PAYMENT OF CLAIMS

Benefits payable under this Vision Plan for any loss will be paid as soon as reasonably possible following receipt of due written Proof of Loss.

PREMIUMS AND REINSTATEMENT PROVISIONS

PAYMENT OF PREMIUM

On or before the Premium due date, You shall remit the required Premium to Your Institution.

Only if Your Institution receives Your stipulated payment, shall You be entitled to vision care services covered hereunder and then only for the Policy Month for which such payment is received. If any required payment is not received by the Premium due date of the Policy Month for You or there is a bank draft failure, then You will be terminated at the end of the grace period. You will be responsible for the cost of services rendered to You during the grace period of the Policy Month in the event that Premium payments made by You.

Your Institution reserves the right to change the schedule of Premium payments on each anniversary date of this Student Vision Policy upon sixty (60) days written notice.

GRACE PERIOD

A Policy grace period of 31 days will be granted for the payment of the required Premiums. The Policy will remain in force during the grace period. If the required Premiums are not paid during the Policy grace period, insurance will end upon the expiration of the grace period. The Student will be liable for any unpaid Premium for the time the Policy was in force.

REINSTATEMENT

If this Policy terminates due to default in Premium payment(s), the subsequent acceptance of such defaulted Premium by Us or any duly authorized agents shall fully reinstate the Policy. For purposes of this section mere receipt and/or negotiation of a late Premium payment does not constitute acceptance. Any Reinstatement of the Policy shall not be deemed a waiver of either the requirement of timely Premium payment or the right of termination for default in Premium payment in the event of any future failure to make timely Premium payments.

PAYMENT OF BENEFITS; PROVIDER RELATIONSHIP

PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS

All Benefit payments may be made by BCBSOK directly to any Provider furnishing the Covered Services for which such payment is due, and BCBSOK is authorized by You to make such payments directly to such Providers. However, BCBSOK may pay any Benefits that are payable under the terms of this Student Vision Policy directly to You, unless reasonable evidence of a properly executed and enforceable assignment of Benefits has been received by this Student Vision Policy sufficiently in advance of BCBSOK's Benefit payment. You may be required to submit a copy of the assignment of Benefits to BCBSOK.

1. Once Covered Services are rendered by a Provider, You have no right to request the Plan not to pay the Claim submitted by such Provider and no such request will be given effect. In addition, BCBSOK will have no liability to You or any other person because of its rejection of such request.
2. Except for the assignment of a Benefit payment described above, a Covered Person's Claim for Benefits under this Student Vision Policy is expressly non-assignable and non-transferable in whole or in part to any person or entity, including any Provider, at any time before or after Covered Services are rendered to a Covered Person. Coverage under this Student Vision Policy is expressly non-assignable and non-transferable and will be forfeited if You attempt to assign or transfer coverage or aid or attempt to aid any other person in fraudulently obtaining coverage. Any such assignment or transfer of a Claim for Benefits or coverage shall be null and void.

PROVIDER RELATIONSHIP

The choice of a Provider is solely Your choice and BCBSOK will not interfere with Your relationship with any Provider. BCBSOK does not itself undertake to furnish Vision Services, but solely to make payments to Providers for Covered Services received by You. BCBSOK is not in any event liable for any act or omission of any Provider or the agent or employee of such Provider, including but not limited to, the failure or refusal to render services to You. Professional services which can only be legally performed by a Provider are not provided by BCBSOK. The use of an adjective such as BCBSOK or Participating in modifying a Provider shall in no way be construed as a recommendation, referral or any other statement as to the ability or quality of such Provider.

DEFINITIONS

This section defines certain words used in this Student Vision Policy.

Appeal means a request for review of a denied or partially denied Claim and/or services.

Benefit(s) means the payment and reimbursement of any kind which You will receive under this Student Vision Policy.

Benefit Period means the period of time in which a Benefit is payable.

BCBSOK, We, Us, or Our means Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Claim means a formal statement or Claim regarding a loss which provides sufficient information to allow BCBSOK to determine its liability for Covered Services. This includes a completed Claim form, the Provider's itemized statement of services rendered, and related charges.

Complaint means any written communication from the Student or on the Student's behalf which expresses:

- dissatisfaction;
- disagreement;
- lack of action; or
- threats.

Copayment means the designated amount, if any, shown in the Schedule of Benefits each Covered Person must pay to a Provider before Benefits are paid for Covered Services or Covered Materials.

Covered Person means a Student and/or Dependent who has applied for coverage and whose Premium due has been accepted.

Covered Service means services shown in this Policy, and received from a Provider, for which Benefits will be paid under this Student Vision Policy.

Dependent means:

- a Student's lawful spouse; or
- a Student's child(ren).

"Child(ren)" used hereafter in this Policy means a natural child, a stepchild, foster child, adopted child (including a child for whom the Student is a party in a suit for which the adoption of the child is sought), a grandchild, or a child for whom the Student is the legal guardian under 26 years of age, regardless of the presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors.

Coverage will continue for a child who is age 26 or older, chiefly supported by the Covered Person and incapable of self-sustaining employment by reason of mental or physical disability. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

Effective Date of Coverage is 12:01 a.m. of the date on which a Covered Person's coverage under this Student Vision Policy begins.

EyeMed is the Contracting Provider administrator. It provides the Contracting Providers and customer service to Covered Persons enrolled in this Student Vision Policy.

EyeMed Contracting Provider means a Provider who has entered into a contract with EyeMed to provide services to Covered Persons under this Student Vision Policy.

First American Administrators (FAA) is a wholly owned subsidiary of EyeMed and is the claims administrator for this Student Vision Policy.

Identification Card means the card issued to the Student which is used to confirm a Covered Person's coverage under this Student Vision Policy. It may show such information as the Covered Person's name, identification number, and plan number or name.

Institution means an Institute of higher learning as defined in the Higher Education Act of 1965.

Non-Contracting Provider means a Provider who has not entered into a contract with EyeMed to provide services to Covered Persons under this Student Vision Policy.

Open Enrollment Period is a period established by Your Institution which will be held at least annually at which time You and/or Your eligible Dependents may enroll for coverage under this Student Vision Policy.

Policy means this Policy issued by Blue Cross and Blue Shield of Oklahoma to the Institution, any addenda, the Institution's application for Student Vision coverage, the Covered Person's application for coverage, as appropriate, along with any exhibits, appendices, addenda, and/or other required information.

Premium means the amount You are required to pay to obtain and continue, coverage under this Student Vision Policy.

Proof of Loss means a formal statement or Claim regarding a loss which provides sufficient information to allow for the determination of liability for Covered Services. This includes:

- a completed Claim form;
- the Provider's itemized statement of services rendered and related charges; and
- medical records, when requested.

Provider means, for purposes of this Student Vision Policy, a licensed ophthalmologist, optometrist, or therapeutic optometrist operating within the scope of his or her license, or a dispensing optician.

Rescission means a cancellation or discontinuance of coverage that has a retroactive effect. A cancellation or discontinuance of coverage is not a rescission if:

- the cancellation or discontinuance of coverage has only a prospective effect; or
- the cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

Student means an individual Student who meets the eligibility requirements of the Institution for this Student Vision Policy.

Vision Care Provider means a Provider licensed under state law as an optometrist, ophthalmologist, therapeutic optometrist, osteopathic physician, or other physician who has completed a residency in ophthalmology, who provides vision care services.

Vision Examination means a vision testing exam, including a determination as to the need for correction of visual acuity and prescribing lenses, if needed, that is performed by a licensed physician, optometrist, therapeutic optometrist, or ophthalmologist, who is operating within the scope of his/her license.

Vision Materials means those materials used to aid in the correction of vision.

Vision Plan means this Policy, including a Schedule of Benefits, and Your application for coverage under this Student Vision Policy.

Vision Services means services provided by a Vision Care Provider.

You and Your means the Student and/or Dependents covered under this Student Vision Policy.



**BlueCross BlueShield
of Oklahoma**



Health care coverage is important for everyone.

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.

We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St., 35th Floor
Chicago, IL 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>
Complaint Forms: <https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html>

To receive language or communication assistance free of charge, please call us at 855-710-6984.

Español	Llámenos al 855-710-6984 para recibir asistencia lingüística o comunicación en otros formatos sin costo.
العربية	لتلقي المساعدة اللغوية أو التواصل مجاناً، يرجى الاتصال بنا على الرقم 855-710-6984.
繁體中文	如欲獲得免費語言或溝通協助，請撥打855-710-6984與我們聯絡。
Français	Pour bénéficier gratuitement d'une assistance linguistique ou d'une aide à la communication, veuillez nous appeler au 855-710-6984.
Deutsch	Um kostenlose Sprach- oder Kommunikationshilfe zu erhalten, rufen Sie uns bitte unter 855-710-6984 an.
ગુજરાતી	ભાષા અથવા સંચાર સહાય મફતમાં મેળવવા માટે, કૃપા કરીને અમને 855-710-6984 પર કોલ કરો.
हिंदी	निःशुल्क भाषा या संचार सहायता प्राप्त करने के लिए, कृपया हमें 855-710-6984 पर कॉल करें।
Italiano	Per assistenza gratuita alla lingua o alla comunicazione, chiami il numero 855-710-6984.
한국어	언어 또는 의사소통 지원을 무료로 받으려면 855-710-6984번으로 전화해 주세요.
Navajo	Niná: Doo bilagáana bizaad dinits'ágóó, shá ata' hodooni nínizingo, t'áájíík'eh bee náhaz'á. 1-866-560-4042 jí' hodíilni.
فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً با شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.