AcademicBlue℠

St. Mary's University
Student Health Vision Insurance Plan
2024-2025

Underwritten by:
Blue Cross and Blue Shield of Texas

Please review to fully understand your coverage.

Account Number: 365230

AcademicBlue℠

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 BCBSTX 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 BCBSTX for any services rendered or Claims paid by BCBSTX on behalf of the Student during the ten-day examination period.

Blue Cross and Blue Shield of Texas
(Herein called BCBSTX, We, Us, Our)

Has issued this

Student Vision Policy

to

St. Mary's University

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 Texas 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 Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company by:

James Springfield, President
Blue Cross and Blue Shield of Texas

A message from:

BLUE CROSS AND BLUE SHIELD OF TEXAS

BCBSTX 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 BCBSTX Student Vision Policy. BCBSTX has also contracted with First American Administrators (FAA) to provide Claims administration services to Covered Persons enrolled in this BCBSTX Student Vision Policy. The relationship between BCBSTX, 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.

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, it means BCBSTX.

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. If Covered Persons have any questions once they have read this Policy, they can call the number listed on their Identification Card. It is important that Covered Persons understand the protection this coverage gives them.

Notice: This Student Vision Policy is subject to 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.

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

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation
To get information or file a complaint with your insurance company or HMO:

Call: Blue Cross and Blue Shield of Texas
Toll-Free: 1-888-697-0683
Email: BCBSTXComplaints@bcbstx.com
Mail: P. O. Box 660044, Dallas, TX 75266-0044

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC:CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Blue Cross and Blue Shield of Texas
Teléfono gratuito: 1-888-697-0683
Correo electrónico: BCBSTXComplaints@bcbstx.com
Dirección postal: P. O. Box 660044, Dallas, TX 75266-0044

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC:CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

TABLE OF CONTENTS

SCHEDULE OF BENEFITS

AcademicBlue℠ 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 under this Student Vision Policy. If after reading it, You still have questions, please contact EyeMed Customer Service for BCBSTX 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. 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.

CLASSES OF ELIGIBLE PERSONS

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

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

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.

After the time periods described above, the Student 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.

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 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 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 the same as 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 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 BCBSTX Student Vision Plan so that Your eligibility can be verified.

Visit EyeMed's website at www.eyemedvisioncare.com/bcbstxind.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.

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 Vision 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.

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

COMPLAINT PROCEDURE

If You are dissatisfied with an EyeMed Contracting Provider's quality of care, services, materials or facility, or with FAA's claims administration, You should first call EyeMed Customer Care Center at 1-888-782-3299 to request resolution. The EyeMed Customer Care Center will make every effort to resolve Your matter informally.

If You are not satisfied with the resolution from the Customer Care Center service representative, You may file a formal Complaint with BCBSTX at the address noted below. You may also include written comments or supporting documentation.

BCBSTX will resolve Your Complaint within thirty (30) days after receipt unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but no later than one hundred twenty (120) days after BCBSTX's receipt of Your Complaint. Upon final resolution, BCBSTX will notify You in writing of its decision.

APPEALING DENIED CLAIMS

If Your Claim is denied, in whole or in part, You may file an Appeal. The Appeal must be in writing and received by BCBSTX within 180 days of Your notice of the denial. If You do not receive an explanation of Benefits within 30 days of submission of Your Claim, You may submit an Appeal within 180 days after this 30-day period has expired. Your written letter of Appeal should include the following:

- The applicable Claim number, or a copy of the written denial, or a copy of the explanation of Benefits, if applicable;
- The item of vision coverage that You think was misinterpreted or inaccurately applied; and
- Additional information from Your eye care Provider that will assist BCBSTX in completing its review of Your Appeal, such as documents, records, questions or comments.

The written letter of Appeal should be mailed or faxed to the following address:

Blue Cross and Blue Shield of Texas
P.O. Box 660247
Dallas, Texas 75266-0247
Fax: 1-888-235-2936

Or send a secure email using Our message center by logging into:
Blue Access for Members℠ (BAM) at BCBSTX.com

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, 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.

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 Texas, 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 Texas 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 Texas offers to, You, if You do not reside in the Blue Cross and Blue Shield of Texas service area, Blue Cross and Blue Shield of Texas 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 Texas 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 BCBSTX. BCBSTX 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 Texas. BCBSTX 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 BCBSTX. No person, entity, or organization other than BCBSTX shall be held accountable or liable to the

Institution for any of its obligations whatsoever on the on the part of BCBSTX 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 BCBSTX 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 (BCBSTX) 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 BCBSTX to be limited or harmed by any acts or failure to act on the part of any Student.
4. Our process to recover by subrogation or reimbursement will be conducted in accordance with Texas Civil Practice and Remedies Code Title 6, Chapter 140.
5. 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 Texas 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

BCBSTX 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 BCBSTX is a party, including all persons covered under this Student Vision Policy. Under certain circumstances described in its contract with Plan Providers, BCBSTX may:

- Receive substantial payments from Providers or suppliers with respect to goods, supplies and services furnished to all such persons for which BCBSTX 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 BCBSTX 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.

PAPER CHECK – AUTOMATIC CLEARING HOUSE/ELECTRONIC FUNDS TRANSFER

BCBSTX will not charge an additional fee to a Payee if such person elects to receive the payment by paper check instead of by an automated clearinghouse transaction or other electronic funds transfer.

In addition to the **DEFINITIONS** of this Policy, the following definition is applicable to this provision:

Payee – an individual who resides in this state or a corporation, trust, partnership, association, or other private legal entity authorized to do business in this state that receives money as payment under an agreement.

STATE GOVERNMENT PROGRAMS

All Benefits paid on behalf of a child or children under this Vision Policy must be paid to the Texas Health and Human Services Commission where;

- The Texas Health and Human Services Commission is paying Benefits pursuant to provisions in the Human Resources Code; and
- The parent who is covered under this Vision Plan has possession or access to the child pursuant to a court order, or is not entitled to access or possession of the child and is required by the court to pay child support; and
- The Carrier receives written notice at its Administrative Office affixed to the Benefit Claim when the Claim is first submitted, that the Benefits claimed must be paid directly to the Texas Health and Human Services Commission.

TIME OF PAYMENT OF CLAIMS

Benefits payable under this Student Vision Policy for any loss will be paid as soon as reasonably possible, but no later than the 60th day 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 initial 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 BCBSTX directly to any Provider furnishing the Covered Services for which such payment is due, and BCBSTX is authorized by You to make such payments directly to such Providers. However, BCBSTX 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 BCBSTX's Benefit payment. You may be required to submit a copy of the assignment of Benefits to BCBSTX.

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, BCBSTX 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 BCBSTX will not interfere with Your relationship with any Provider. BCBSTX does not itself undertake to furnish Vision Services, but solely to make payments to Providers for Covered Services received by You. BCBSTX 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 BCBSTX. The use of an adjective such as BCBSTX 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.

BCBSTX, We, Us, or Our means Blue Cross and Blue Shield of Texas, 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 BCBSTX 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 payable for Covered Services or Covered Materials per Benefit Period.

Covered Person means a Student 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.

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 EyeMed issues to the Student 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 Institution 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 may enroll for coverage under this Student Vision Policy.

Policy means this Policy issued by Blue Cross and Blue Shield of Texas 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 (or Claim) 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 or optometrist operating within the scope of his or her license or a dispensing optician. An EyeMed Contracting Provider is a Provider who has contracted with the vision care plan administrator, EyeMed. A Non-Contracting Provider has not contracted with EyeMed (even if such Provider is contracted with BCBSTX to render Covered Services under a medical/surgical health care plan.)

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, other physician who has completed a residency in ophthalmology, or dispensing optician 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 a Policy, agreement, or arrangement, under which an entity undertakes to reimburse Claims for the cost of Vision Services and Vision Materials.

Vision Services means services provided by a Vision Care Provider.

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

BlueCross BlueShield of Texas

Health care coverage is important for everyone.

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.

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

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, Illinois 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/portal/lobby.jsf
Complaint Forms: http://www.hhs.gov/ocr/office/file/index.html

BlueCross BlueShield of Texas

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.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعده أسئلة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您, 或您正在協助的對象, 對此有疑問, 您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員, 請撥電話 號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બીજી વ્યક્તિને એસ.બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કૉલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें ।.
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éí doodago ła'da bíká ánánílwo'ígíí, na'ídíłkidgo, ts'ídá bee ná ahóóti'i' t'áá níík'e níká a'doolwoł dóó bína'ídíłkidígíí bee nił h odoonih. Ata'dahalne'ígíí bich'į' hodíílnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سؤالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiekolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کررہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.