

Vision Care Rider

Premier Option



BlueCross BlueShield
of New Mexico

This *Vision Care Rider* is made part of, and is in addition to any information you may have in your Blue Cross and Blue Shield of New Mexico (BCBSNM) member benefit booklet or any previous Vision Care Rider, endorsement, or amendment you may have received. BCBSNM underwrites this *Vision Care Rider* and has partnered with EyeMed Vision Care, LLC (EyeMed), also referred to as the “vision care plan administrator.” EyeMed provides customer service and claims administration services to members enrolled in the Premier vision care plan. The relationship between BCBSNM and EyeMed is that of independent contractors. Through our arrangement with EyeMed, you will have access to EyeMed’s extensive network of vision care Providers.

This *Vision Care Rider* provides information about coverage for the routine vision care services outlined below, which are specifically excluded under your medical/surgical health care plan. **(Services that are covered under your medical/surgical plan are not covered under this Vision Care Rider.) All provisions in the medical plan booklet apply to this Vision Care Rider unless specifically indicated otherwise below.**

BY:

Janice Torrez
President, Blue Cross and Blue Shield of New Mexico

None of the services and products covered under this Vision Care Rider count toward medical/surgical plan deductibles or to any annual or lifetime maximums or out-of-pocket limits under the medical/surgical plan.

Definitions

Benefit Period — For purposes of this *Vision Care Rider*, a period of time that begins on the later of: 1) the member’s effective date of coverage under this *Vision Care Rider*, or 2) the last date a Vision Examination was performed on the member or that Vision Materials were provided to the member, whichever is applicable. (A benefit period does not coincide with a calendar year and may differ for each covered member of a group or family.)

Medically Necessary Contact Lenses — Contact lenses may provide superior visual and physical results to spectacles in individuals with certain eye conditions. For purposes of this *Vision Care Rider*, those conditions are limited to the following: keratoconus when the patient is not correctable to 20/30 in either or both eyes using standard spectacle lenses; high ametropia exceeding 12 D or +9 D in spherical equivalent; anisometropia of 3 D or more; patients whose vision can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle lenses.

Proof of Loss – A formal statement or Claim regarding a loss which provides sufficient information to allow BCBSNM to determine its liability for Covered Services. This includes a completed Claim form; the ophthalmologist’s or optometrist’s itemized statement of services rendered, and related charges; and medical records, when requested by BCBSNM, as provided under the utilization review procedures of this Vision Rider.

Provider — For purposes of this *Vision Care Rider*, a licensed ophthalmologist or optometrist operating within the scope of his or her license or a dispensing optician. An “in-network” Provider is a Provider who has contracted with the vision care plan administrator, EyeMed. An “out-of-network” Provider has not contracted with EyeMed (even if such Provider is contracted with BCBSNM to render covered services under your medical/surgical health care plan.)

Vision Care Plan Member Services: 1-844-684-2257

Vision Examination — 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 or optometrist who is operating within the scope of his/her license. A Vision 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/eye health history, and record of current medications; record of visual acuities with/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);
- diagnosis/prognosis and/or specific recommendations.

Vision Materials — Corrective lenses or contact lenses and frames.

Eligibility

When dependents are added to or terminated from a Subscriber's medical/surgical plan, the same enrollment changes are made to coverage under this *Vision Care Rider*. **Note:** Once coverage is lost under the medical/surgical plan, all benefits cease under this *Vision Care Rider*. Extension of benefits due to disability, state or federal continuation coverage, and conversion option privileges are **not** available under this *Vision Care Rider*. You may verify your eligibility under this plan by visiting the EyeMed website and printing an enrollment confirmation notice or you may call EyeMed Member Services at the phone number on the bottom of each page of this rider.

Limitations and Exclusions

In addition to the general limitations and exclusions listed in your medical/surgical plan benefit booklet, this *Vision Care Rider* does not cover services or materials connected with or charges arising from:

- orthoptic or vision training, subnormal vision aids, and any associated supplemental testing;
- aniseikonic lenses;
- medical and/or surgical treatment of the eye, eyes, or supporting structures;
- any eye or Vision Examination, or any corrective eye wear required by an employer as a condition of employment, and safety eyewear;
- services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- plano nonprescription lenses or nonprescription sunglasses (except for 20 percent discount for materials purchased from an in-network Provider);
- 2 pairs of glasses in lieu of bifocals;
- services rendered after the date a member ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the member are within 31 days from the date of such order;
- services or materials provided by any other group benefit plan providing vision care;

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- services covered under your medical/surgical plan;
- replacement of lost, stolen, damaged, or broken materials, unless otherwise covered through warranty;
- more than one examination in each successive 12-month Benefit Period;
- Vision Materials purchased from an out-of-network Provider or services of unlicensed personnel.

How the Premier Vision Care Plan Works

Under the Premier vision care plan option, you may visit any covered Provider and receive benefits (as listed on the “Summary of Premier Benefits”) for a Vision Examination. In order to receive the In-Network benefits for covered **Vision Materials**, you must purchase them from **an in-network Provider**. (An “in-network” Provider is one who contracts with EyeMed to provide services covered under this *Vision Care Rider* to enrolled members. Providers who contract with BCBSNM are not considered “in-network” for purposes of this *Vision Care Rider*, unless he/she also contracts with EyeMed.)

Before you go to an in-network vision care plan Provider for an eye examination, eyeglasses, or contact lenses, please call ahead for an appointment. When you arrive, show the receptionist your BCBSNM health care plan or your vision plan identification card (the ID numbers should be the same). If you forget to take your card, be sure to say that you are a member of the BCBSNM Premier vision care plan so that your eligibility can be verified.

To locate an in-network vision care Provider, visit EyeMed’s website at www.eyemed.com and use the Find a Provider link (choose the Select network for your search), or call 1-844-684-2257 to obtain a list of the in-network vision care plan Providers nearest you.

After you choose and order your eyeglasses or contacts from an in-network Provider, your eyewear will be dispensed by the Provider – generally within two to five business days from the date of the order. More delivery time may be needed for out-of-stock frames, ARC (anti-reflective coating), or specialized prescriptions. If you obtain glasses or contacts from an out-of-network Provider, you must pay the Provider in full and submit a claim to EyeMed for reimbursement (see “Claims Filing” for more information).

Continuity of care will best be maintained when all available services are obtained at one time from one in-network Provider and there may be additional professional charges if you seek contact lenses from a Provider other than the one who performed your eye examination.

Fees charged for services other than a covered Vision Examination or covered Vision Materials, and amounts in excess of those payable under this *Vision Care Rider*, must be paid in full by you to the Provider, whether or not the Provider participates in the vision care plan network. Benefits under this *Vision Care Rider* may not be combined with any discount, promotional offering, or other group benefit plans. Benefits are one-time use benefits; no remaining balances are carried over to be used later.

Claims Filing and Appeal Procedures

In-Network Vision Services

When you receive vision services at an in-network vision plan Provider location, you will not have to file a claim form. At the time services are rendered, you will have to pay the cost of any services or eyewear that exceeds any discounts, and any applicable copayments. You will also owe state tax, if applicable, and the cost of noncovered expenses (for example, vision perception training).

Claims for Out-of-Network Vision Services

When you receive covered Vision services outside of the vision plan Provider network, you will need to file a claim form. You can obtain a claim form from an EyeMed Member Services Representative or by accessing the website at

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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 an out-of-network Provider, please complete the following steps before submitting your claim form to EyeMed.

1. You are responsible for payment of vision care services at the time of service. BCBSNM (through the vision care plan administrator, EyeMed) will reimburse you for covered services. Please see the "Summary of Premier Benefits," on the last page of this *Vision Care Rider* for the list of qualified services and their reimbursement amounts.
2. Complete the Patient Information portion of your claim form.
3. Complete the Member/Employee Information Portion of your claim form. This information can be found on your ID card or by contacting your human resources or employee benefits department.
4. Complete the Provider Information portion of the form.
5. Sign the claim form. If the patient is a minor, the parent or legal guardian must sign the claim form.
6. 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.) Please include the following breakdown of costs for each itemized bill:
 - Exam;
 - Frames;
 - Lenses (specific prescription and type of lenses);
 - Contact lenses (specific prescription and type of lenses).
7. Mail the claim form to the following address:

First American Administrators
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

Proof of Loss:

When BCBSNM receives a request for a Claim form or the notice of a Claim, BCBSNM will give the Member the Claim forms that we use for filing proof of loss. If the claimant does not receive these forms within 15 days after BCBSNM receives notice of Claim or the request for a Claim form, the claimant will be considered to meet the proof of loss requirements of this Plan if the claimant submits written proof of loss along with the character and the extent of the loss for which claim is made within 180 days after the date of the first service, except in the absence of legal capacity due to a serious health condition and unable to perform regular daily activities.

Denials

Denial of Services

This Vision Plan will not deny any claim for services included, unless one of the following circumstances apply:

- Documentation for the claim provided by the person submitting the claim clearly fails to support medical necessity.
- Another payer is responsible for the payment.
- Another payer has already paid the claim.
- The Claim was submitted fraudulently, or was based on whole or material part on erroneous information provided to the plan by the provider, covered person or other person not related to the carrier.
- The person receiving care was not eligible for covered benefits on the date of service and the carrier did not know nor could have known of the person's eligibility status with the exercise of reasonable care.

Notice of Denial

If this Vision Plan denies a claim, a written explanation of the basis for the denial will be sent to the Member within five

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(5) business days of receipt of the claim.

Customer Service

Questions about services covered under the vision care plan, in-network vision plan Providers, or about benefits provided or denied under the plan can be directed to EyeMed seven days a week, Monday through Saturday 5:30 A.M. to 9:00 P.M., and Sunday 9:00 A.M. to 6:00 P.M. (Mountain Time) at 1-844-684-2257. An Interactive VoiceResponse unit is also available outside normal business operating hours. (Please direct member enrollment, termination, and other Subscriber or dependent eligibility questions to BCBSNM—not to EyeMed.) Members using a TTY (Teletypewriter) because of a hearing or speech disability may access TTY services through 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), EyeMed will notify you in writing of the specific reasons for the denial, and of the process for requesting a review of the denial.

Member Complaint Procedure

If you are dissatisfied with an EyeMed Provider's quality of care, services, materials or facility or with EyeMed's Plan administration, you should first call EyeMed Customer Care Center at 1-844-684-2257 to request resolution. The EyeMed Customer Care Center will make every effort to resolve your matter informally.

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

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

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 First American Administrators (FAA), a wholly-owned subsidiary of EyeMed, which provides appeals review services of vision claims on behalf of BCBSNM, within 180 days of your notice of the denial. If you do not receive an EOB within 30 days of submission of your claim, you may submit 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 EOB, if applicable.
- The item of your vision coverage that the member feels was misinterpreted or inaccurately applied.
- Additional information from the member's eye care Provider that will assist FAA in completing its review of the member's appeal, such as documents, records, questions or comments.

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

FAA/EyeMed Vision Care, LLC
Attn: Quality Assurance Dept.
4000 Luxottica Place
Mason, OH 45040
Fax: 1-513-492-3259

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Summary of Premier Benefits

| Vision Care Services | In-Network Member Cost or Discount (When a fixed-dollar copayment is due from the member, the remainder is payable by the plan up to the covered charge) | Out-of-Network Discount (maximum amount payable by plan, not to exceed the retail cost)** |
|---|--|--|
| Exam (with dilation as necessary): Standard Contact Lens Fit and Follow-Up:** Premium Contact Lens Fit and Follow-Up:** | \$10 Member Copayment Up to \$40 10% off Retail Price | Up to \$35 N/A N/A |
| Retinal Imaging Benefit* | Up to \$39 | N/A |
| Frames: Any frame available at Provider location | (Plan pays first up to \$100) | Up to \$45 |
| Frequency: Examination and Lenses or Contact Lenses Frame | Once every 12-month benefit period Once every 24-month benefit period | |
| Standard Plastic or Glass Spectacle Lenses: Single Vision Bifocal Trifocal Lenticular Standard Progressive * Premium Progressive Tier 1* Premium Progressive Tier 2* Premium Progressive Tier 3* Premium Progressive Tier 4* | \$25 Copayment \$25 Copayment \$25 Copayment \$25 Copayment \$90 Copayment \$110 Copayment \$120 Copayment \$135 Copayment \$90 Copayment, 80% of Charge, Less \$120 Discount | Up to \$25 Up to \$40 Up to \$55 Up to \$55 Up to \$40 Up to \$40 Up to \$40 Up to \$40 Up to \$40 |
| Lens Options (add to lens prices above):** UV Treatment* Tint (Solid and Gradient)* Standard Plastic Scratch Coating* Standard Polycarbonate-Adults Standard Polycarbonate-Kids under 19 Glass Standard Anti-Reflective Coating (ARC)* Premium Anti-Reflective Coating Tier 1* Premium Anti-Reflective Coating Tier 2* Premium Anti-Reflective Coating Tier 3* Photochromatic/Transitions Plastic* Other Add-Ons | \$15 Copayment \$15 Copayment \$15 Copayment \$0 Copayment \$0 Copayment \$0 Copayment \$45 Copayment \$57 Copayment \$68 Copayment 20% off Retail Price \$75 Copayment 20% off Retail Price | N/A N/A N/A Up to \$5 Up to \$5 Up to \$5 N/A N/A N/A N/A N/A N/A |
| Contact Lenses (in lieu of lenses): Conventional ** Disposable Medically Necessary | Pays up to \$115 Pays up to \$115 \$0 Copayment, Paid in Full | Up to \$100 Up to \$100 Up to \$200 |
| Lasik or PRK from U.S. Laser Network* Additional Pairs Benefit | 15% off the Retail price or 5% off the Promotional Price Members also receive a 40% discount off complete pair of prescription eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used. | N/A |

§ Note: Once the contact lens option is selected and the lenses are fitted, they may not be exchanged for eyeglasses. Routine eye exams do not include professional services for contact lens evaluations. Any applicable fees are the responsibility of the patient.

* Discounts are subject to change without notice.

** The Plan pays the lesser of the maximum discount noted or the retail cost. Retail prices vary by location.