

**State of Kansas**  
**State Employee Health Plan**  
**Vision Care Coverage**  
**Administered by Surency Life & Health Insurance Company**

Surency Vision is offered through Surency Life & Health Insurance Company (“Surency”). Claims processing, claims service and network administration for Surency Vision are handled through an agreement with EyeMed Vision Care, LLC and First American Administrators, Inc.

Surency has been selected by your employer to provide your group vision coverage. We are pleased to bring these important benefits to you and any eligible dependents you have enrolled for coverage. This Certificate of Insurance describes the essential features of your group vision coverage. Benefits are payable only for expenses incurred while a member’s coverage is in force.

Reduced or limited vision benefits or allowances (including no benefits or allowances) may apply in the event goods or services are obtained by Non Network Providers (i.e., from a provider that is not a Surency Insight Network Provider). If you have any questions about whether your provider is a Surency Insight Network Provider, ask your provider when making an appointment or contact the Customer Service staff at Surency Vision by calling **316.462.3316** or toll free **866.818.8805**. You may also access our Surency Insight Network, nationwide, through our website at **[www.surency.com/stateofkansas](http://www.surency.com/stateofkansas)**

We look forward to being of service to you and all the members covered by the State Employee Health Plan.



**SURENCY INSIGHT NETWORK PLAN #689  
SURENCY INSIGHT NETWORK "A"**

**SURENCY VISION CUSTOMER SERVICE:**

Telephone 316.462.3316

Toll Free 866.818.8805

[www.surency.com](http://www.surency.com)

**SURENCY MAILING ADDRESS:**

Surency Life & Health Insurance Company

P.O. Box 789773

Wichita, KS 67278-9773

**SURENCY STREET ADDRESS:**

1619 N. Waterfront Parkway

Wichita, KS 67206

**NON NETWORK CLAIMS SUBMISSION ADDRESS:**

EyeMed Vision Care

Attn: OON Claims

P.O. Box 8504

Mason, OH 45040-7111

# **CERTIFICATE OF INSURANCE OF VISION CARE COVERAGE**

This Certificate of Insurance (hereinafter referenced to as “Plan”) is issued on behalf of the State of Kansas by Surency Life & Health Insurance Company (hereinafter referenced to as “Surency”).

This document is intended to be an easy-to-read outline of the principal features of your group vision coverage. As defined within this Certificate of Insurance, benefits are limited to the specific listed services and include limitations on specific age and service frequency and/or the amount of allowance for covered items. Members should review this document carefully. Exclusions and limitations are identified within this Certificate of Insurance. For any questions regarding your benefits please refer to this Certificate of Insurance or call Surency Customer Service at 1.866.818.8805.

If any state or federal legislation or regulation is in effect, enacted, or amended mandating a change in the vision benefits described in this certificate, appropriate modifications will be made in the benefits provided.

# DEFINITIONS

For the purpose of this Certificate of Insurance, the following definitions shall apply:

**Allowance** – The amount or percentage available for a single application toward the cost of vision services and materials covered under the Plan. Surency will pay up to the allowance shown in the “Summary of Vision Plan Benefits” section and Members will be responsible for any remaining amount. Any allowance balance remaining may not be applied to any other service.

**Benefits** – Specific dollar amounts reimbursed or specific discounts for each covered product or service.

**Bifocal Lenses** – Lenses prescribed for those who need correction for both far away and up close.

**Calendar Year** – The twelve month period commencing on the first day of January and terminating at 11:59 P.M. on the last day of December.

**Certificate of Insurance** – The written summary of the Plan.

**Claim** – A request for payment of benefits.

**Contact Lenses, Conventional Elective/Cosmetic Retail** – Contact lenses designed for long-term use (up to one year); can be either daily or extended wear.

**Contact Lenses, Disposable** – Contact lenses designed to be thrown away daily, weekly, bi-weekly, monthly or quarterly.

**Contact Lenses, Medically Necessary** – Contact lenses are defined as medically necessary if the individual is diagnosed with one of the following specific conditions:

- **Anisometropia** of 3D in meridian powers.
- **Aphakia** (after cataract surgery). A pair of single vision lenses or multi-focal lenses and frames can be provided with the contact lenses.
- **High Ametropia** exceeding -10D or +10D in meridian powers.
- **Keratoconus** when the member’s vision is not correctable to 20/25 in either or both eyes using standard spectacle lenses.
- **Vision improvement other than Keratoconus** for members whose vision can be corrected two lines of improvement on the visual acuity chart when compared to the best corrected standard spectacle lenses.
- When visual acuity cannot be corrected to 20/70 in the better eye except through the use of contact lenses (must be 20/60 or better).

**Continuation Coverage** – The coverage provided under the Plan pursuant to Section 4980B of the Internal Revenue Code of 1986, as amended (“Code”). All of the requirements, definitions and specifications of said Section 4980B of the Code which are

necessary in order for the Plan to satisfy Section 4980B of the Code, are being hereby adopted and incorporated by reference.

**Copayment** – A specified dollar amount a member must pay out-of-pocket for a specified service at the time of service.

**Covered Dependent** – A lawful spouse or child/step-child or qualified dependent who meets the eligibility requirements. Dependents, on whose behalf premiums are paid by You or the Group, must be properly enrolled for coverage by the member.

**Covered Services** – Those vision services, procedures, and products which Surency is required to provide to a Member pursuant to the terms of the Plan. A Covered Service only includes the extent to which a service, procedure, or product is to be provided under the Plan (e.g., if only a portion of the cost of a service or product is covered hereunder, the remaining portion is not a Covered Service). Members will be responsible for any vision care products and services that are not benefits under the Plan.

**Effective Date** – The first day of enrollment within the Plan.

**Eye Med** – Claims administrator and administrator of contracting Network providers.

**Group** – Means the State of Kansas Employee Health Plan. The entity contracted with Surency to provide benefits described in this Certificate of Insurance.

**High Index** – A lighter, thinner lens material offered to those with very high prescriptions.

**Lens Add-On/Option** – Any feature that is not included with a standard lens. This includes, but is not limited to, polycarbonate, scratch-resistant coating, tint and UV coating. These may also be referred to as an “option” or “upgrade”. Add-ons listed on a plan are considered standard. Most add-ons also have premium options available.

**Lenticular Lens** – An infrequently-used technology needed in situations that require a high plus power that cannot be achieved with a traditional lens. This technology involves bonding one lens to the center of another to reach the correct power.

**Member** – An enrolled eligible participant of the Group who meets and continues to meet all eligibility requirements for coverage under the certificate of insurance (Plan).

**Network** – The doctors, clinics, health centers, medical group practices, facilities and other professional provides contracted with Surency to provide eye care.

**Network Provider** – A professional provider who has entered into a written agreement contracting with Surency Insight Network to provide vision services to Members.

**Non Network Provider** – A professional provider who has not entered into a written agreement / contract with the Surency Insight Network to provide vision services to

Members. Not within the Surency Insight Network of approved or credentialed providers within EyeMed.

**Ophthalmologist** – A physician or a doctor of medicine or osteopathy (M.D. or D.O.) who specializes in the comprehensive care of the eyes and visual system to prevent, diagnose, and treat any eye disease, disorder, or injury.

**Optician** – One who is licensed to fit, adjust, and dispense eyeglasses and other optical devices on the written prescription of a licensed Ophthalmologist or Optometrist.

**Optometrist** – A doctor of optometry (O.D.) who is trained to detect and correct vision problems primarily by prescribing eyeglasses or contact lenses.

**Plan** – Certificate of Insurance outlining specific benefits covered or excluded.

**Plano lenses** – Plano contact lenses are colored lenses with patterns on the surface and are cosmetic and non-prescription.

**Polycarbonate** – A commonly used lighter, thinner lens material that helps create a more impact-resistant lens.

**Progressive Lenses** – Multifocal lenses with no lines.

**Provider** – An optician, optometrist or ophthalmologist who is able to provide services or materials to someone with Surency benefits.

**Scratch-Resistant Coating** – A common lens coating that helps reduce scratches on the lenses.

**Single Vision Lenses** – Lenses prescribed for those who only need correction for one field of vision: either far away or up close.

**Standard Spectacle Lenses** – Single vision or lined multi focal lenses.

**Surency Insight Network** – The EyeMed provider network. A Network of independent providers and retail chains contracted to provide vision services.

**Surency Life & Health Insurance Company (Surency)** – A Wholly owned subsidiary of Delta Dental of Kansas that provides vision insurance utilizing a network of independent providers and retail chains.

**Third Party Administrator (TPA)** – is a company who processes claims pursuant to a service contract and who may also provide one (1) or more administrative services.

**Trifocal Lenses** – Lenses prescribed for those who need correction for three (3) fields of vision: far away, up close and intermediate.

**UV Coating** – A common eyeglass lens coating that protects eyes from harmful ultraviolet light.

**Vision Examination** – A comprehensive ophthalmological service as defined in the Current Procedural Terminology (CPT) and the Documentation Guidelines listed under “Eyes-examination items.” Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination: biomicroscopy, examination with cycloplegia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

**You or Your** – A Member covered under this Certificate of Insurance.

# SUMMARY OF VISION PLAN BENEFITS

## STATE OF KANSAS – ENHANCED PLAN GROUP #90196

### Benefit Frequency

Comprehensive Exam .....	One per Calendar Year
Contact Lens Exam (Fitting Fee).....	One per Calendar Year
Lenses.....	One pair per Calendar Year
Frame.....	One frame per Calendar Year
Contact Lenses .....	Up to Plan Allowance per Calendar Year

**NOTE:** Members may use their benefit for contact lenses OR spectacle lenses once (1) per year, however the members frame allowance can still be used if contact lenses are elected.

SERVICE OR ITEM	SURENCY INSIGHT NETWORK	NON NETWORK
<b>Eye Exams: Subject to \$50 Copayment</b>		
Eye Exam, M.D. or O.D.	Covered in Full after Copayment	Up to \$38*
<b>Eyeglasses: Subject to \$25 Materials Copayment</b>		
Frame	Up to \$150 retail*	Up to \$78*
Single Vision Lenses, pair	Covered in Full after Copayment	Up to \$31*
Bifocal Lenses, pair	Covered in Full after Copayment	Up to \$51*
Trifocal Lenses, pair	Covered in Full after Copayment	Up to \$64*
Lenticular Lenses, pair	Covered in Full after Copayment	Up to \$80
Progressive Lenses, pair	Covered up to \$165*	Not Covered
High Index Lenses, pair	Up to \$116 retail*	Not Covered
Polycarbonate Lenses, pair	Covered in Full	Not Covered
Scratch Coat	Covered in Full	Not Covered
UV Coat	Covered in Full	Not Covered
<b>Contact Lenses: Not subject to Materials Copayment</b>		
Elective/Cosmetic Retail	Up to \$150 retail*	Up to \$105*
When Medically Necessary	Covered in Full	Up to \$105*
<b>Contact Lens Exam Fitting Fee: \$35 Copayment</b>		



SERVICE OR ITEM	SURENCY INSIGHT NETWORK	NON NETWORK
Standard Contacts**	Covered in Full after Copayment	Not Covered
Specialty Contacts***	10% off Retail Price, minus \$55 allowance	Not Covered

\* You are responsible for any charges above the allowance.

\*\* Standard contact lens fit and up to two (2) follow up visits covered once a comprehensive eye exam has been completed. Typical standard lens wearers include disposable, daily wear or extended wear lenses.

\*\*\* Specialty contact lens fit and up to two (2) follow up visits covered once a comprehensive eye exam has been completed. Typical specialty lens wearers include toric, gas permeable and multi-focal lenses.

**Contact Lens allowance must be used in one (1) purchase each year.**

**Medically necessary contact lenses:**

- All requests for medically necessary contact lenses must be submitted by your Surency Insight Network provider for review and approval by our Medical Director before a claim will be processed for the service.
- Reimbursement for one pair of these lenses per plan year will be considered as payment in full.

**Service frequencies are determined by calendar year, not date of service.**

**Vision Benefit Allowances are available once per plan year toward the cost of vision services and materials covered under the Plan. Any unused allowance balance remaining may not be applied to any other services.**

A special exception has been made for the State of Kansas State Employee Health Plan. Although not all Walmart Vision Centers are NETWORK, you will still receive NETWORK benefit reimbursements. Members utilizing Non Network Walmart will need to complete and file their own paper claim for reimbursement. To obtain the Surency Claim Form you may call customer service or visit the Surency website [www.surency.com/stateofkansas](http://www.surency.com/stateofkansas). Further information can be found on page 11 **If using a Non Network Provider** and Page 16 **Claim Submission** for timelines on reimbursements.

# ADDITIONAL VALUE ADDED SAVINGS:

**Note: Not all Surency Insight Network Providers offer discount services. Please check with the provider prior to ordering or receiving services.**

- Members may receive additional discounts not covered by the plan from Surency Insight Network providers. Please check with your provider regarding any additional discounts offered. Additional discount does not apply to Surency Insight provider's professional services. Plan discounts cannot be combined or stacked with any other discounts or promotional offers. Retail prices may vary by location.
- Surency Insight Network Providers offer Members a 40% discount off of an additional complete pair of eyeglasses purchased and a 15% discount off of conventional contact lenses once the insured benefit has been used. Discounts are not available at all Surency Insight Network Providers. Please check with the provider regarding additional benefits offered.
- After initial purchase of the contact lenses, replacement contact lenses may be obtained via the internet at substantial savings and mailed directly to the member. Details are available at [www.surency.com/stateofkansas](http://www.surency.com/stateofkansas)
- Retinal Imaging is an additional plan benefit covered under this Plan. Retinal Imaging is a digital, high-resolution picture (image) of the inside of the eye. It helps the doctor track the health of the retina and more effectively manage potential eye and health conditions such as:
  - Glaucoma
  - Diabetic retinopathy
  - Age-related macular degeneration
  - Diabetes
  - High blood pressure
  - High cholesterol

## HOW TO USE YOUR PLAN

The Surency Insight Network of eye care providers, featuring independent private practitioners and retail chains, works like other health care networks. Utilizing a Surency Insight Network Provider for your vision care and prescription services, you receive higher reimbursement. To maximize your benefits under the Plan and reduce your out of pocket expenses, You should utilize an Surency Insight Network Provider.

## **FIND A NETWORK PROVIDER**

To find a Surency Insight Network Provider you may call customer service or visit our provider directory to search online. Surency Vision together with EyeMed Vision Care, offers a network that includes more than 70,000 retail and independent private practitioners at nearly 22,000 locations. To locate a provider near you, visit [www.surency.com/stateofkansas](http://www.surency.com/stateofkansas). Select the Surency Insight Network.

When you receive services:

- Inform the provider that you have coverage with Surency Vision.
- Provide your Surency ID card.

## **IF YOU ARE USING AN SURENCY INSIGHT NETWORK PROVIDER**

The Surency Insight Network Provider will confirm your membership and the benefits available to you. The Surency Insight Network provider will provide You with the amount that you will be responsible to pay. The Surency Insight Network Provider will submit a claim directly to Surency for the services and payment will be made directly to the Provider. You are responsible for any out-of-pocket expenses at the time of service.

You also may verify the benefits available for You and Your covered dependents prior to making your appointment by visiting the Surency Vision website at [www.surency.com/stateofkansas](http://www.surency.com/stateofkansas).

The Surency Insight Network of vision care providers includes both independent private practitioners and retail chains. Your Surency Insight Network Provider will submit a claim to Surency on your behalf. Surency will process any out-of-pocket expenses as listed in the Summary of Vision Plan Benefits. You are responsible for any out-of-pocket expenses at the time of service.

## **IF YOU ARE USING A NON NETWORK PROVIDER**

For members that elect to use a Non Network Provider the benefits available under the plan are reduced. You are responsible for any out-of-pocket expenses at the time of service. You will be responsible for filing Your claim from a Non Network Provider with Surency.

Exception: Walmart providers that are not listed as participating in the Surency Insight Network. Claims for Non Network Walmart providers will be reimbursed at the Surency Insight Network level of benefits even if the individual Walmart location is not listed as Surency Insight Network Provider. The Non Network Walmart's would require you to complete the Non Network Claim Form for reimbursement.

The following steps outline the process to use when You receive Non Network services:

- Before Your appointment call Surency and request a Non Network Claim Form. The customer service line is: 316.462.3316 or 866.818.8805. You can also download a claim form from our website at [www.surency.com/stateofkansas](http://www.surency.com/stateofkansas).
- Schedule an appointment with Your provider.

- You will be responsible to pay for all vision care services and materials at the time of service. Ask for an itemized receipt from the provider's office for all services and materials purchased.
- You will submit the completed claim to our claim administrator EyeMed for processing along with the itemized receipt from the provider. Mail the claim form and receipt to:

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

- For reimbursement and timeline on paper processing, please see Page 16 **Claims Submission**.

A reimbursement check will be sent to You for the available benefits based on the Non Network benefit levels available under the Plan or the Surency Insight Network benefit level for Non Network Walmart providers. You will be responsible for charges above the Plan's allowances.

# EXCLUSIONS

Unless the “Summary of Vision Plan Benefits” Section Specifically Provides for Coverage, the Following Benefits and Services are **NOT** Covered:

- a. Allowances are one-time use benefits; no remaining balance.
- b. Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing.
- c. Medical and/or surgical treatment of the eye, eyes, or supporting structures.
- d. Discounts are not available on certain frame brands in which the manufacturer imposes a no discount policy.
- e. Safety eyewear.
- f. Plano lenses and non-prescription sunglasses (except for 20% discount from some Network providers).
- g. Services or materials covered by a group health insurance plan or under any other group vision insurance.
- h. A second pair of glasses in lieu of bifocals.
- i. Discounts do not apply for services paid for by other group health insurance plans.
- j. Broken, lost or stolen lenses, contact lenses or frames.
- k. Any services, supplies, materials, treatment or any other vision procedures, as applicable, provided, ordered or commenced prior to the effective date of the Member’s coverage under the Plan.
- l. Any services, supplies, materials, treatment or any other vision procedures to treat injuries or conditions related to your job, to the extent that you are covered or are required to be covered by the Workers’ Compensation laws or other similar employer’s liability laws; or benefits or services which are available from any Federal or State government agency, or similar entity. If you enter into a settlement giving up your right to recover future medical benefits under a Workers’ Compensation law, this policy will not pay those medical benefits that would have been payable in the absence of that settlement.
- m. Any services, supplies, materials, treatment or vision care service that is not listed as covered on the “Summary of Vision Plan Benefits” in this document.

- n. Any additional service required outside basic vision analysis for contact lenses, except fitting fees.
- o. Benefits and services that are not necessary and customary as determined by the standards of generally accepted vision care practices.
- p. Charges for consultation.
- q. Claims not submitted to Surency within fifteen (15) months of the date that the Covered Service was provided.
- r. Services rendered after the date a Member ceases to be covered under the Plan, except when vision materials ordered before coverage ended are delivered and the services are rendered to the Member within thirty-one (31) days from the date of such order.
- s. Vision care injuries or disease.
- t. Vision benefits, services or materials which are not completed or not delivered.
- u. Services or materials rendered by a provider other than an Ophthalmologist, Optometrist or Optician acting within the scope of his or her license.
- v. Charges for completion of forms.
- w. Charges for Covered Services or related materials or supplies for which no charge is normally made, or for which no charge would be made but for the Plan, are not Covered Services.
- x. Treatment rendered outside of the United States.

## **ELIGIBILITY**

### **Eligible Dependents**

Dependents who meet and continue to meet all eligibility requirements for participation in the benefits program established for the State Employee Health Plan and who are listed in the eligibility file. Covered dependents shall be entitled to the services, benefits and coverage provided for in this Certificate of Insurance:

- your lawful spouse;
- each child, regardless of marital or student status, until the end of the month in which they turn twenty-six (26) years of age; members natural child, adopted child, stepchild, foster child, or child for whom you are a legal guardian as determined by the Group.
- eligible dependent child(ren) or stepchild(ren) aged twenty-six (26) or older with permanent and total disability with qualified dependent affidavit completed and approved by the Group.

### **Effective Date of Coverage**

Members qualifying for coverage will be effective on: (1) the effective date of the Group Policy; or (2) if later, following the end of the waiting period specified by the Group. Members must enroll in vision coverage to be eligible for coverage under the Plan. (3) the Group will determine the effective date for coverage and report that date to Surency within the enrollment file.

The effective date for Dependents qualifying for coverage is the latter of: (1) the date You qualify for coverage; or (2) the Group will determine the effective date for coverage and report that date to Surency within the enrollment file.

### **Newborn Infant Coverage**

A Newborn infant, if added to the coverage, will be covered from moment of birth for a routine eye exam or glasses.

If any additional premium is required, a notice of birth to the Group together with any additional premium must be submitted. This must be done within thirty-one (31) days after the date of birth in order to continue coverage beyond the thirty-one (31) day period.

### **Adopted Children Coverage**

A dependent child placed with you for adoption, if added to the coverage, shall be covered from the first of the month coinciding with or next following the date of such placement. Such coverage will continue, unless the placement is disrupted prior to legal adoption and the child is removed from placement.

If any additional premium is required, a notice of placement for adoption together with the additional premium must be submitted. This must be done within thirty-one (31) days after the date of such placement in order to continue coverage beyond the thirty-one (31) day period.

### **Premiums**

You are required to pay premiums. Surency requires that You must first enroll in the Plan and then make the required payment of premiums. Premiums may be remitted on your behalf by the Group or billed to you directly if enrolled in the Direct Bill program of the SEHP.

### **Continuation of Insurance - Leave of Absence**

If You are granted an approved leave of absence for a reason other than as included in the Family and Medical Leave Act of 1993, You may continue this insurance, by payment of the required premium to the Group.

### **Continuation of Insurance - Otherwise Normal Cessation**

If a qualifying event occurs, You and your dependents may continue this insurance for the period shown below by paying the required premium to the Group.

In the case of a member whose employment has been terminated or hours reduced and is no longer eligible for coverage, the continuation of coverage period is eighteen (18) months beginning on the date of the qualifying event.

In the case of divorced or legally separated spouse, and dependent child(ren) who cease to qualify as dependents under the requirements of the plan, the continuation of coverage can be for a thirty-six (36) month period, beginning on the date of the qualifying event.

Continuation of coverage will not be provided: (1) if the Group ceases to provide any group vision plan to employees; or (2) if the enrolled member or dependents fail to make timely payment of any premium due; or (3) if the enrolled member or the dependents become covered under another group vision plan or wish to terminate benefits.

### **Family and Medical Leave Act of 1993 (FMLA)**

Certain employers are subject to the FMLA. If You have a leave from active work certified by Your employer, then for purposes of eligibility and termination of coverage You will be considered to be actively at work. Your coverage and any dependents coverage You have under the Group will remain in force so long as You continue to meet the requirements as set forth in the FMLA.

### **Qualified Medical Child Support Orders (QMCSO)**

If You are insured under the Group, You may enroll Your child if You have a QMCSO.

Coverage as a result of a QMCSO will end once the order is no longer in effect or if alternative comparable coverage is provided to the child without interruption.

### **Termination of Insurance**

Surency may terminate the coverage of all members of a Group on any premium due date. Surency will give the Group at least one month advance written notice of such termination.

The Group will determine the termination date for coverage and report that date to Surency within the enrollment file.

# **GENERAL INFORMATION**

## **CLAIMS AND INQUIRIES**

Members who have a question concerning a particular claim should contact Surency Vision. Such inquiry should be directed to the Surency Vision Customer Service Department in Wichita, Kansas. Members can call or write and need to include all of the following information when contacting Customer Service:

1. Employee group number and identification number.
2. Member's name and birth date. If inquiring on the Members behalf, the Member's name and birth date must also be included.
3. Vision care provider's name and license number.
4. Claim number.
5. Date(s) of service.
6. An explanation of the complaint or question.



Members who have inquiries regarding services provided by a Surency Insight provider should write to the Surency Vision Customer Service Department, P.O. Box 789773, Wichita, Kansas 67278-9773. Written inquiries are best submitted with the copy of the Explanation of Benefits.

Telephone inquiries may be directed to the following numbers: in Wichita, 316.462.3316, or outside of the Wichita area, 866.818.8805. Members may contact Surency Vision Customer Service Department Monday through Friday from 7:00 am through 7:00 pm (CST) normal business days.

Complaints or inquiries may also be presented in person at the business office of Surency Life & Health Insurance Company, which is located at 1619 N. Waterfront Parkway, Wichita, Kansas 67206.

### **CLAIMS SUBMISSION**

Surency Insight Network claims will be submitted by the Surency Insight Network Provider. Any Non Network claim for benefits must be submitted by the member in writing (instructions within the How to Use Your Plan section). Surency and our claims administrator, EyeMed will process the members claim within a reasonable time not longer than thirty (30) days after it is received. This time period may be extended for an additional fifteen (15) days for matters beyond the control of Surency and our claims administrator, EyeMed. Claims may be returned if the claim is incomplete. A member will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by Surency and our claims administrator, EyeMed is expected to be made. The member will be given forty-five (45) days in which to complete an incomplete claim.

Surency and our claims administrator, EyeMed may secure independent consultation or other advice and require such other evidence as it deems necessary to decide your claim. Claims will be payable immediately upon receipt of the requested documentation. Before paying claims Surency, EyeMed or First American Administrators may require reasonable evidence of the benefit provided. Additional information or medical records may be necessary for claims to be paid.

All claims must be submitted to Surency within fifteen (15) months of the date that the Covered Service was provided to be payable for benefits.

### **ERRORS RELATED TO YOUR COVERAGE**

Surency has the right to correct benefit payments that are made in error. Providers and/or You have the responsibility to return any overpayments to Surency. Surency has the responsibility to make additional payments if any underpayments have been made.

## **FRAUD OR MISREPRESENTATION**

If any member obtains coverage and/or benefits or other payments under the Plan by reason of any direct or indirect act of fraud or misrepresentation (including fraud or misrepresentation by omission), as determined by Surency, such individual will be required to make restitution to, and/or pay any direct or indirect fees, expenses, costs, losses, or other damages suffered by, Surency by reason of such act of fraud or misrepresentation in such amount or amounts as may be determined by Surency. Surency also may take such other and further action with respect to such individual as it deems necessary or appropriate, including, but not limited to, retroactively terminating such individual's coverage under the Plan (in whole or in part).

# **APPEAL**

## **REEVALUATION AND REVIEW**

If Surency or our claims administrator, EyeMed, denies a member's claim in whole or in part, the member will be furnished with a written notice of adverse benefit determination setting forth:

- The specific reason or reasons for the denial;
- Reference to the specific provision of the Plan on which the denial is based;
- A description of any additional material or information necessary for the member to complete the claim and an explanation of why such material or information is necessary; and

If a claim is denied in whole or in part, a member may appeal to Surency and our claims administrator, EyeMed, for a review of the denied claim. An appeal must be made in writing within one hundred eighty days (180) days of the initial notice of adverse benefit determination, or else the member will lose the right to appeal the denial. If the member does not appeal on time, the member will also lose the right to file suit in court, as the member will have failed to exhaust the member's internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A member's written appeal should state the reasons that the member believes the claim should not have been denied. It should include any additional facts and/or documents that support the claim. The member may also ask additional questions and make written comments, and the member may review (on request and at no charge) documents and other information relevant to the member's appeal. Surency and our claims administrator, EyeMed, will review all written comments the member submits with the appeal.

Surency and our claims administrator, EyeMed, will review and decide an appeal within a reasonable time, but not longer than sixty (60) days after it is submitted, and will notify the member of its decision in writing. The individual who decides an appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. Surency and our claims administrator, EyeMed, may secure independent medical or other advice and require such other evidence as it deems necessary to decide an appeal, except that any medical expert consulted in connection with an appeal will be

different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with an appeal will be provided.) If the decision on appeal affirms the initial denial of a claim, the member will be furnished with a notice of adverse benefit determination on review setting forth:

- The specific reason(s) for the denial;
- The specific provision(s) of the Plan on which the decision is based;
- A statement of the member’s right to review (on request and at no charge) relevant documents and other information;
- If Surency and our claims administrator, EyeMed, relied on an “internal rule, guideline, protocol, or other similar criterion” in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and

Legal action with respect to any claim may not be started until a member has exhausted the internal administrative appeal rights provided in connection with the Plan.

## **LEGAL ACTIONS**

No action at law or in equity may be brought to recover on the Plan prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the Plan. No such action may be brought after the expiration of five (5) years after the time written proof of loss is required to be furnished.

## **GOVERNING STATUTES AND LAW**

Any provision of the Plan which is in conflict with any applicable law is hereby amended to the minimum requirements of such law. Except the laws of the State of Kansas (irrespective of choice of law principles) shall govern the validity of the Plan, the construction of its terms and the interpretation of the rights and duties of the parties. Any action brought to enforce, construe, or interpret the Plan (including but not limited to any mediation or voluntary arbitration) shall be commenced and maintained in the City of Wichita, Sedgwick County, State of Kansas or at some location as mutually agreed upon. The parties irrevocably consent to the exclusive jurisdiction and venue in any court for such purpose and agree not to seek transfer or removal of any action commenced in connection with the Plan.

# **COORDINATION OF BENEFITS (COB)**

- a. For purposes of this section, “This Plan” means that portion of the Certificate of Insurance that provides the benefits that are subject to this provision. Coverage under This Plan is always considered primary when coordinating with other stand-alone vision plan benefit coverage.

b. Order of Benefit Determination Rules:

When two (2) or more plans pay benefits, the rules for determining the order of payment are as follows:

- (1) The primary plan pays or provides its benefits as if the secondary plan or plans did not exist.
- (2) A plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary.
- (3) A plan may consider the benefits paid or provided by another plan in determining its benefits only when it is secondary to that other plan.
- (4) The first of the following rules that describes which plan pays benefits before another plan is the rule to use.

A. Non Dependent or Dependent – The plan that covers the person other than as a dependent, for example as an employee, member or retiree is primary and the plan that covers the person as a dependent is secondary. However, if the person is a Medicare Beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent; and primary to the plan covering the person as other than a dependent (e.g. retiree employee); then the order of benefits between the two (2) plans is reversed so that the plan covering the person as an employee, member or retiree is secondary and the other plan is primary.

B. Child Covered Under More Than One (1) Plan – The order of benefits when a child is covered by more than One (1) Plan is:

1. The primary plan is the plan of the parent whose birthday is earlier in the year if:
  - The parents are married;
  - The parents are not separated (whether or not they ever have been married); or
  - A court decree awards joint custody without specifying that one (1) party has the responsibility to provide health care coverage.
2. If the specific terms of a court decree state that one (1) of the parents is responsible for the child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination period or plan years commencing after the plan is given notice of the court decree.
3. If the parents are not married, or are separated (whether or not they ever have been married) or are divorced, the order of benefits is:
  - The plan of the custodial parent;
  - The plan of the spouse of the custodial parent;

- The plan of the non-custodial parent; and then
- The plan of the spouse of the non-custodial parent.

- C. Active or Inactive Employee – The plan that covers a person as an employee who is neither laid off nor retired, is primary. The same would hold true if a person is a dependent of a person covered as a retiree and an employee. If the other plan does not have this rule, and if as a result, the plans do not agree on the order of benefits, this rule is ignored. Coverage provided an individual as a retired worker and as a dependent of an actively working spouse will be determined under the rule b (1).
- D. Continuation Coverage – If a person whose coverage is provided under a right of continuation provided for by federal or state law also is covered under another plan, the plan covering the person as an employee, member or retiree (or as the person’s dependent) is primary, and the continuation coverage is secondary. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- E. Longer or Shorter Length of Coverage – The plan that covered the person as an employee, member or retiree longer is primary.
- F. If the preceding rules do not determine the primary plan, the allowable expenses shall be shared equally between the plans.
- G. Under no circumstances will this Plan pay more than it would have paid had it been primary.

**c. Effect on the Benefits of this Plan**

Surency is always considered the primary vision care provider if coordinated with other stand-alone vision care plan benefit providers. If Surency receives a claim from a provider/member for secondary benefit consideration from another stand-alone vision benefit provider, the claims department will process the claim as if Surency was the primary provider.

**d. Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. Surency may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other plans covering the person’s claim benefits. Surency need not tell, or get the consent of any person to do this. Each person’s claim benefits under this Plan must give Surency any facts it needs to apply those rules and determine benefits payable.

**e. Facility of Payment**

A payment made under another plan may include an amount that should have been paid under this Plan. If it does, Surency may pay that amount to the organization that made the payment. That amount will then be treated as though it were a benefit

paid under this Plan. Surency will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable cash value of the benefits provided in the form of services.

f. **Right of Recovery**

If the amount of the payments made by Surency are more than it should have paid under this COB provision, it may recover the excess from one (1) or more of the persons it has paid or for whom it has paid; or another person or organization that may be responsible for the benefits or services provided for the covered person. The amount of the payments made includes the reasonable cash value of any benefits provided in the form of services.

**SURENCY LIFE AND HEALTH INSURANCE COMPANY  
NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

**If you have questions concerning this notice, please contact:**

**Privacy Officer  
Surency Life & Health Insurance Company  
P.O. Box 789773  
Wichita, KS 67278-9773  
(316) 219.5749 or (888) 316.5986**

Surency Life & Health Insurance Company, Inc. (the “Plan”) is required by law to maintain the privacy of your health information and to provide you with this notice of our legal duties and privacy practices with respect to your health information and we are committed to protecting the privacy and confidentiality of your health and personal information.

**HOW THE PLAN MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU**

**Uses and Disclosures of Protected Health Information Without Your Specific Authorization**

The Plan may use and disclose your health information about you for payment or health care operations without any consent or authorization beyond your enrollment in the Plan.

**Payment** means activities related to the Plan’s payment to pay you or your health care provider for covered expenses. Activities associated with payment include, but are not limited to, enrollment activities; collection of contributions from you and your employer; payment for covered expenses, including coordination of benefits; review of payment decisions upon appeal; activities related to pre-authorization of benefits and utilization review; and disclosure of contribution payment history to a consumer reporting agency.

**Health Care Operations** means activities undertaken to administer your program including, but not limited to, activities necessary to reduce overall health care costs; contacting you or your health care provider about alternative treatments; evaluating practitioner and provider performance; training of non-health care professionals; activities related to obtaining an insurance contract, such as census rating for premiums; conducting or arranging for claims review, legal services, and auditing functions; fraud and abuse detection and compliance-related activities; analysis related to managing and operating the Plan; development or change of payment methods or coverage policies; and educational activities.

Under applicable federal law, there are other uses and disclosures the Plan may make without your specific authorization some are included below:

**Disclosures of Protected Health Information to the Plan Sponsor.** The Plan will disclose protected information only to the minimal extent it helps your employer administer the program, such as providing billing information, and confirmation of enrollment. The employer must limit its use of that information to obtaining quotes or modifying, amending, or terminating the Plan.

**Creation of de-identified health information.** The Plan may use your protected health information to create de-identified health information. This means that all data items that would help identify you, such as name, address, birth date, and hire date are removed or modified. Once information is de-identified it is no longer protected.

**Uses and disclosures required by law.** The Plan will use and/or disclose your protected health information when required by law to do so. The disclosure will be the minimum necessary to fulfill the legal requirement.

**Disclosures for public health activities.** We may disclose your protected health information for the following public health activities in circumstances that would help prevent or control disease, report child abuse, and domestic violence. Such disclosure will be made only to extent required by law or with your agreement.

**Disclosures for health oversight activities.** The Plan may disclose your protected health information to a health oversight agency for oversight activities to complete applicable audits, investigations or inspections.

**Disclosures for judicial and administrative proceedings.** Your protected health information may be disclosed during any judicial or administrative proceeding as required by appropriate administrative or judicial court proceedings.

**Disclosures for law enforcement purposes.** We may disclose your protected health information to a law enforcement official as required by law or to comply with a court order, court-ordered warrant, a subpoena, or summons issued by a judicial officer.

**Disclosures regarding victims of a crime or to avert a serious threat to health or safety.** In response to a law enforcement official's request, the Plan may disclose information about you with your approval or in an emergency situation and you are incapacitated, or if it appears you were the victim of a crime. We may also disclose your protected health information to prevent or lessen a serious and imminent threat to the health and safety of a person or the public or as necessary for law enforcement authorities to identify or apprehend an individual.

**Disclosures for specialized government functions.** The Plan may disclose your protected health information as required to comply with governmental requirements for national security reasons or for protection of certain government personnel or foreign dignitaries.

**Other Uses and Disclosures Requiring Your Authorization.** All other uses and disclosures of your health information, including family members or any other individual



not already authorized to receive protected health information, will be made by the Plan only with your express written authorization.

Furthermore, while the Plan does not typically use or disclose your protected health information for marketing purposes; sell your protected health information for direct or indirect financial benefit or non-financial benefit (i.e. in-kind item or service); or retain, use or disclose psychotherapy notes, if the Plan does intend to engage in such activity, your authorization will be obtained as required by law prior to engaging in said activity.

If you provide authorization for any use or disclosure of your protected health information, you may revoke that authorization, in writing, at any time. The revocation will not apply to any previous use or disclosure.

## **YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION**

**Right To Inspect and Copy.** You have the right to inspect and copy health information collected and maintained by the Plan. To inspect and copy your health information, you must complete a specific form providing information needed to process your request from the Privacy Officer at the address identified on this Notice. You may request that your health information be provided in an electronic form and we can work together to agree on an appropriate electronic format. You may be charged a fee to cover expenses associated with your request. We can refuse access under certain circumstances. If the Plan refuses access, you will be notified in writing and may be entitled to have a neutral person review the refusal.

**Right to Amend Incorrect or Incomplete Information.** You may request that Plan change your health information, although we are not required to do so. If your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make your request in writing. You must also provide a reason for your request.

**Right to an Accounting of Disclosures.** You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of health information about you, with certain exceptions specifically defined by law. To request this list or accounting of disclosures, you must complete a specific form providing information we need to process your request. To obtain this form or to obtain more information concerning this process, please contact the Privacy Officer at the address identified on the first page of this Notice.

Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12 month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

**Right to Request Restrictions.** You have the right to request a restriction or limitation on the health information we use or disclose about you for payment or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. To request restrictions, you must complete a specific

form providing information we need to process your request. To obtain this form or to obtain more information concerning this process, please contact the Privacy Officer at the address identified on the first page of this Notice.

**We are not required to agree to your request for restrictions.** If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

**Right to Request Alternative Methods of Communications.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request an alternative method of communications, you must complete a specific form providing information we need to process your request. To obtain this form or to obtain more information concerning this process, please contact the Privacy Officer at the address identified on the first page of this Notice. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. To obtain a paper copy of this notice, contact the person identified on the first page of this Notice. You may obtain a copy of this notice at our website, [www.surency.com/stateofkansas](http://www.surency.com/stateofkansas).

**Right to Breach Notification.** You have the right to be notified if we determine that there has been a breach of your protected health information.

## COMPLAINTS

If you believe your rights with respect to health information about you have been violated by the Plan, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, contact the person identified on the first page of this Notice. All complaints must be submitted in writing. **You will not be penalized for filing a complaint.**

The effective date of this Notice is September 23, 2013. The Plan reserve the right to change the terms of this notice and to make the revised notice effective with respect to all protected health information regardless of when the information was created. If the notice is revised, the new notice will be provided to you, if you are still covered by the Plan, either through e-mail or U.S. postal service, within sixty days of such revision. Otherwise, we will provide you once every three years a reminder of the availability of this Notice and how to obtain the Notice.

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