BENEFIT PLAN

Prepared Exclusively For California Institute of Technology

Aetna Vision Preferred

Aetna Life Insurance Company Booklet-Certificate

This Booklet-Certificate is part of the Group Insurance Policy between **Aetna** Life Insurance Company and the Policyholder

What Your Plan
Covers and How
Benefits are Paid





Preferred Provider Organization (PPO) Vision Insurance Plan

Booklet-Certificate

Prepared exclusively for:

Policyholder: California Institute of Technology

Group policy number: GP-866280 **Group control** number: CN-869106

Booklet-certificate 1

Group policy effective date: January 1, 2020 Plan issue date: December 11, 2019

Underwritten by Aetna Life Insurance Company in the state of California

TIMELY ACCESS TO CARE

Standards for timely access to vision services include:

- urgent care within 48 hours of the request
- non-urgent care within 36 business days of the request
- Preventive care within 40 days of the request

We may have exceptions to appointment wait times when the Department of Insurance allows such exceptions. Interpreter services will be made available to you at the time of your appointment.

NOTICE: If you have a complaint including because you cannot access vision care in a timely manner, you can contact us at the number shown on your ID card. You can also write to us at:

Member Services

Aetna Life Insurance Company

151 Farmington Avenue

Hartford CT 06156

If you are not satisfied with our resolution, you may also contact the California Department of Insurance with your concerns. You can contact them at:

California Department of Insurance
Consumer Services Division
300 Spring Street
South Tower
Los Angeles CA 90013
1-800-927-HELP (4357)

TDD: 1-800-482-4TDD (4833) www.insurance.ca.gov

Welcome

Thank you for choosing Aetna.

This is your booklet-certificate. It is one of three documents that together describe the benefits covered by your **Aetna** plan in network and out of network coverage.

This booklet-certificate will tell you about your **covered benefits** – what they are and how you get them. If you become covered, this booklet-certificate becomes your certificate of coverage under the **group policy**, and it replaces all certificates describing similar coverage that we sent to you before. The second document is the schedule of benefits. It tells you how we share expenses for **eligible vision services** and tells you about limits – like when your plan covers only a certain number of visits.

The third document is the **group policy** between **Aetna Life Insurance Company** ("**Aetna**") and your **policyholder**. Ask the **policyholder** if you have any questions about the **group policy**.

Sometimes, these documents have amendments, inserts or riders which we will send you. These change or add to the documents they're part of. When you receive these, they are considered part of your **Aetna** plan of coverage.

Where to next? Try the *Let's get started!* section. *Let's get started!* gives you a summary of how your plan works. The more you understand, the more you can get out of your plan.

Welcome to your Aetna plan.

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Let's get started!

Here are some basics. First things first – some notes on how we use words. Then we explain how your plan works so you can get the most out of your coverage. But for all the details – and this is very important – you need to read this entire booklet-certificate and the schedule of benefits. And if you need help or more information, we tell you how to reach us.

Some notes on how we use words

- When we say "you" and "your", we mean both you and any covered dependents.
- When we say "us", "we", and "our", we mean **Aetna**.
- Some words appear in **bold** type. We define them in the *Glossary* section.

Sometimes we use technical vision language that is familiar to vision providers.

What your plan does – providing covered benefits

Your plan provides **covered benefits**. These are **eligible vision services**. Your plan has an obligation to pay for **eligible vision services**.

How your plan works – starting and stopping coverage

Your coverage under the plan has a start and an end. You start coverage after you complete the eligibility and enrollment process. To learn more see the *Who the plan covers* section.

Your coverage typically ends when you leave your job. Family members can lose coverage for many reasons, such as growing up and leaving home. To learn more see the *When coverage ends* section.

Ending coverage under the plan doesn't necessarily mean you lose coverage with us. See the *Special coverage* options after your plan coverage ends section.

How your plan works while you are covered in-network

Your in-network coverage helps you:

- Get and pay for a lot of but not all vision care services. These are eligible vision services.
- Pay less cost share when you use a **network provider**.

1. Eligible vision services

So what are **eligible vision services**? They are vision care services that meet these three requirements:

- They appear in the *Eligible vision services under your plan* section.
- They are not listed in the What your plan doesn't cover eligible vision service exclusions section.
- They are not beyond any limits in the schedule of benefits.

2. Providers

Our network of vision providers are there to give you the care you need. You can find network providers and see important information about them most easily on our online vision provider directory. Just log into your secure member website at www.aetna.com.

You have the freedom to choose a **vision provider** who is not in the vision network. Your plan often will pay a bigger share for **eligible vision services** that you get through a **network provider**.

For more information about the network and the role of your **vision provider**, see the *Who provides the care* section.

You will not have to submit claims for treatment received from network **vision providers**. Your network **vision provider** will take care of that for you. And we will directly pay the network **vision provider** for what the plan owes.

Your in-network coverage means:

- You are responsible for any **copayment** shown in the schedule of benefits.
- The plan will pay for **covered expenses**, up to the maximum shown in the schedule of benefits. You are responsible for any expenses over the maximum.

3. Paying for eligible vision services— sharing the expense

Generally your plan and you will share the expense of your **eligible vision services** when you meet the general requirements for paying.

But sometimes your plan will pay the entire expense; and sometimes you will. For more information see the *What the plan pays and what you pay* section, and see the schedule of benefits.

How your plan works while you are covered out-of-network

You have coverage when you want to get your care from **providers** who are not part of the **Aetna** network under your plan. It's called out-of-network coverage.

Your out-of-network coverage:

- Means you may have to pay for services at the time that they are provided. You may be required to pay
 the full charges and submit a claim for reimbursement to us. You are responsible for completing and
 submitting claim forms for reimbursement of eligible vision services that you paid directly to a provider.
- Means you will pay a higher cost share when you use an out-of-network provider.

You will find details on:

- Out-of-network providers and any exceptions in the Who provides the care section.
- Cost sharing in the What the plan pays and what you pay section, and your schedule of benefits.
- Claim information in the When you disagree claim decisions and appeals procedures section.

How to contact us for help

We are here to answer your questions. You can contact us by:

- Logging onto your secure member website at <u>www.aetna.com</u>.
- Register for our secure Internet access to reliable vision information, tools and resources

Online tools will make it easier for you to make informed decisions about your vision care, view claims, research care and treatment options, and access information.

You can also contact us by:

- Calling Aetna Member Services at the toll-free number on your ID card
- Writing us at Aetna Life Insurance Company, 151 Farmington Ave, Hartford, CT 06156

Your ID card

Your ID card tells **vision providers** that you are covered by this plan. Show your ID card each time you get vision care from a **vision provider** to help them bill us correctly and help us better process their claims.

Remember, only you and your covered dependents can use your ID card.

We will mail you your ID card. If you haven't received it before you need **eligible vision services**, or if you've lost it, you can print a temporary ID card. Just log into your secure member website at www.aetna.com.

Who the plan covers

You will find information in this section about:

- Who is eligible
- When you can join the plan
- Who can be on your plan (who can be your dependent)
- Adding new dependents
- Special times you and your dependents can join the plan

Who is eligible

Your **policyholder** decides and tells us who is eligible for vision care coverage.

When you can join the plan

As an employee you can enroll yourself and your dependents:

- At any time
- Once each Calendar Year during the annual enrollment period
- At other special times during the year (see the *Special times you and your dependents can join the plan* section below)

If you do not enroll yourself and your dependents when you first qualify for vision benefits, you may have to wait until the next annual enrollment period to join.

Who can be on your plan (who can be your dependent)

If your plan includes coverage for dependents, you can enroll the following family members on your plan. (They are referred to in this booklet-certificate as your "dependents".)

- Your legal spouse
- Your civil union partner
- Your registered domestic partner who meets the requirements under state law

- Your dependent children your own or those of your spouse, civil union partner or registered domestic partner
 - Unmarried and
 - Under 26 years of age and solely depend on your support,
 - And they include:
 - o Biological children
 - Stepchildren
 - Legally adopted children, including any children placed with you for adoption
 - o Foster children
 - Children you are responsible for under a qualified medical support order or court-order (whether or not the child resides with you)
 - Grandchildren in your court-ordered custody
 - Any other child with whom you have a parent-child relationship

Important note: You may continue coverage for a disabled child past the age limit shown above. See *Continuation of coverage for other reasons* in the *Special coverage options after your plan coverage ends* section for more information.

Adding new dependents

You can add the following new dependents any time during the year:

- A spouse If you marry, you can put your spouse on your plan.
 - We must receive your completed enrollment information not more than 31 days after the date of your marriage.
 - Ask your **policyholder** when benefits for your spouse will begin:
 - o If we receive your completed enrollment information by the 15th of the month, coverage will be effective no later than the first day of the following month.
 - o If we received your completed enrollment information between the 16th and the last day of the month, coverage will be effective no later than the first day of the second month.
- A civil union partner If you enter into a civil union, you can enroll your civil union partner on your plan.
 - We must receive your completed enrollment information not more than 31 days after the date of your civil union.
 - Ask your [policyholder] when benefits for your partner will begin:
 - o If we receive your completed enrollment information by the 15th of the month, coverage will be effective no later than the first day of the following month.
 - o If we receive your completed enrollment information between the 16th and the last day of the month, coverage will be effective no later than the first day of the second month.
- A registered domestic partner If you enter a domestic partnership, you can enroll your domestic partner on your plan.
 - We must receive your completed enrollment information not more than 31 days after the date you file a Declaration of Domestic Partnership.
 - Ask your **policyholder** when benefits for your domestic partner will begin:
 - o If we receive your completed enrollment information by the 15th of the month, coverage will be effective no later than the first day of the following month.
 - o If we receive your completed enrollment information between the 16th and the last day of the month, coverage will be effective no later than the first day of the second month.

- A newborn child or grandchild Your newborn child or grandchild is covered on your vision plan for the first 31 days after birth.
 - To keep your newborn covered, we must receive your completed enrollment information within 60 days of birth.
 - You must still enroll the child within 60 days of birth even when coverage does not require payment of an additional **premium** contribution for the covered dependent.
 - If you miss this deadline, your newborn will not have vision benefits after the first 31 days.
- An adopted child See Who can be on your plan (who can be a dependent) section for more information. An adopted child is covered on your plan for the first 31 days after the adoption is complete or the date the child is placed for adoption. "Placed for adoption" means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of the child.
 - To keep your adopted child covered, we must receive your completed enrollment information within 60 days after the adoption or the date the child was placed for adoption.
 - If you miss this deadline, your adopted child will not have vision benefits after the first 31 days.
 - A foster child A foster child is covered on your plan for the first 31 days after obtaining legal responsibility as a foster parent. A foster child is a child whose care, comfort, education and upbringing is left to persons other than the natural parents.
 - To keep your foster child covered, we must receive your completed enrollment information within 60 days after the date the child is placed with you.
 - If you miss this deadline, your foster child will not have vision benefits after the first 31 days.
- A stepchild You may put a child of your spouse, civil union or domestic partner on your plan.
 - You must complete your enrollment information and send it to us within 31 days after the date of your marriage, civil union, or your domestic partnership with your stepchild's parent.
 - Ask your **policyholder** when benefits for your stepchild will begin. It is the date of your marriage, civil inion or declaration of domestic partnership or the first day of the month following the qualifying event date.

Inform us of any changes

It is important that you inform us of any changes that might affect your benefit status. This will help us effectively deliver your benefits. Please contact us as soon as possible with changes such as:

- Change of address or phone number
- Change in marital status
- Change of covered dependent status
- A covered dependent who enrolls in any other group vision plan

Special times you and your dependents can join the plan

You can enroll in these situations when:

- You have added a dependent because of marriage, birth, adoption or foster care. See the *Adding new dependents* section for more information.
- You become a citizen, national or lawfully present in the United States.
- You did not enroll in this plan before because:
 - You were covered by another group vision plan, and now that other coverage has ended
 - You had COBRA, and now that coverage has ended
- A court orders you cover a current spouse, civil union or domestic partner or a child on your vision plan.

We must receive your completed enrollment information from you within 31 days of the event or the date on which you no longer have the other coverage mentioned above.

Effective date of coverage

Your coverage will be in effect on the first date of the month based on when we receive your completed enrollment application.

Eligible vision services under your plan

Eligible vision services include services provided by an ophthalmologist or optometrist.

You may get vision services and supplies from any **vision providers** in our network. Your out-of-pocket costs will usually be lower when you use **network providers**. Some services and supplies may only be covered when provided by a **network provider**. Refer to your schedule of benefits for more information.

You may use **out-of-network vision providers** of your choice for covered vision services and supplies under this plan. Your costs will be higher when you use **vision providers** who are not in our network.

Eye exam

Eligible vision services include:

- Routine/comprehensive eye exam by an ophthalmologist or optometrist to diagnose or identify existing conditions of the eye or vision. This includes:
 - Case history
 - General patient observation
 - Clinical and diagnostic testing and evaluation, including dilation
 - Refraction
 - Color vision testing
 - Stereopsis testing
 - Case presentation

Vision care services and supplies

Eligible vision services and supplies include those prescribed for the first time and those required because of a change in **prescription**. These include:

- Eyeglass frames, **prescription** lenses or **prescription** contact lenses that are identified by a **vision provider**
- Non-conventional prescription contact lenses that are required to correct visual acuity to 20/40 or better in the better eye and that correction cannot be obtained with conventional lenses or Aphakic prescription lenses prescribed after cataract surgery has been performed

In any one 12 consecutive month period, this benefit will cover **prescription** lenses for eyeglass frames or **prescription** contact lenses, but not both.

What your plan doesn't cover -eligible vision service exclusions

We already told you about the many vision care services and supplies that are eligible for coverage under your plan in the *Eligible vision services under your plan* section. In that section, we also told you that some vision care services and supplies have exceptions. For example, **cosmetic** surgery is never covered. This is an exception.

In this section we tell you about the exceptions that apply to your plan.

And just a reminder, you'll find benefit and coverage limitations in the schedule of benefits.

Exclusions

The following are not **eligible vision services** under your plan except as described in the *Eligible vision services* under your plan section of this booklet-certificate, or by a rider or amendment included with this booklet-certificate:

Cosmetic services and plastic surgery

• Any treatment, surgery (**cosmetic** or plastic), service or supply to alter, improve or enhance the shape or appearance of the body, whether or not for psychological or emotional reasons

Court-ordered services and supplies

 Includes those court-ordered services and supplies, or those required as a condition of parole, probation, release or as a result of any legal proceeding

Diabetic care

- Costs associated with securing frames, lenses, or any related vision supplies
- Orthoptics or vision training and any associated supplemental testing
- Surgical procedures, including laser or any other form of refractive surgery, and any pre- operative or post-operative services
- Pathological treatment of any type for any condition
- Any eye examination required by an employer as a condition of employment
- Insulin or any medications or supplies of any type
- Services and supplies not included in this plan

Examinations

Any vision examinations needed:

- Because a third party requires the exam. Examples are, examinations to get or keep a job, or examinations required under a labor agreement or other contract
- Because a law requires it
- To buy insurance or to get or keep a license
- To travel
- To go to a school, camp, or sporting event, or to join in a sport or other recreational activity

Laser in-situ keratomileusis (LASIK)

Including related procedures designed to surgically correct refractive errors

Orthoptics a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision

Personal care, comfort or convenience items

 Any service or supply primarily for your convenience and personal comfort or that of a third party

Services provided by a family member

• Services provided by a spouse, civil union partner, domestic partner, parent, child, stepchild, brother, sister, in-law or any household member

Services, supplies and drugs received outside of the United States

 Non-emergency medical services, outpatient prescription drugs or supplies received outside of the United States. They are not covered even if they are covered in the United States under this policy.

Treatment in a federal, state, or governmental entity

• Any care in a **hospital** or other facility owned or operated by any federal, state or other governmental entity, except to the extent coverage is required by applicable laws

Vision care services and supplies

- 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 vision examination, or any corrective eyewear required by a **policyholder** as a condition of employment, and safety eyewear
- Plano (non-prescription) lenses
- Non-prescription sunglasses
- Two pair of glasses in lieu of bifocals
- Services rendered after the date you and your dependents cease to be covered under the plan, except when vision materials were ordered before coverage ended are delivered, and the services rendered are within 31 days from the date of such order
- Lost or broken lenses, frames, glasses or contact lenses will not be replaced except in the next benefit frequency when vision materials would become available

Who provides the care

Just as the starting point for coverage under your plan is whether the services and supplies are **eligible vision services**, the foundation for getting covered care is the network. This section tells you about **network providers** and **out-of-network providers**.

Network providers

We have contracted with **vision providers** to provide **eligible vision services** and supplies to you. These **vision providers** make up the network for your plan. For you to receive the network level of benefits you must use **network providers** for **eligible vision services**.

You may select a **network provider** from the **directory** or by logging on to our website at <u>www.aetna.com</u>. You can search our online **directory** for names and locations of **vision providers**.

You will not have to submit claims for treatment received from **network providers**. Your **network provider** will take care of that for you. And we will directly pay the **network provider** for what the plan owes.

We will tell you what we have paid for **eligible vision services** and supplies. We will tell you if you owe any amounts or if any services or supplies are not covered. You can receive this from us by e-mail or through the mail.

Out-of-network providers

You also have access to **out-of-network providers.** This means you can receive **eligible vision services** from an **out-of-network provider**. If you use an **out-of-network provider** to receive **eligible vision services**, you will pay more.

You will have to submit claims for treatment received from out-of-network providers.

What the plan pays and what you pay

Who pays for your **eligible vision services** – this plan, both of us, or just you? That depends. This section gives the general rule and explains these key terms:

- Your copayments
- Your out of network scheduled limit
- Your maximum allowance listed in your schedule of benefits.

We also remind you that sometimes you will be responsible for paying the entire bill - for example, if you get care that is not an **eligible vision service**.

Special financial responsibility

You are responsible for the entire expense of cancelled or missed appointments.

Neither you nor we are responsible for:

- Charges for which you have no legal obligation to pay
- Charges that would not be made if you did not have coverage.

Where your schedule of benefits fits in

How your copayment works

Your **copayment** is the amount you pay for **eligible vision services**. Your schedule of benefits shows you which **copayment** you need to pay for specific **eligible vision services**.

How your out-of-network scheduled limit works

This means that the plan reimburses a benefit up to the scheduled limit.

How your maximum allowance works

The **maximum allowance** is the most your plan will pay for **eligible vision services** incurred by a covered person per **Benefit Period**. You are responsible for any amounts above the **maximum allowance**.

Important note:

See the schedule of benefits for any **copayments, maximum allowance**, scheduled limits and visit limits that may apply.

When you disagree - claim decisions and appeals procedures

In the previous section, we explained how you and we share responsibility for paying for your **eligible vision** services.

When a claim comes in, we review it, make a decision and tell you how you and we will split the expense. We also explain what you can do if you think we got it wrong.

Claim procedures

You or your **vision provider** are required to send us a claim in writing. You can request a claim form from us. We will review that claim for payment to the **vision provider** or to you as appropriate.

Notice	Requirement	Deadline
Submit a claim	You should notify and request a claim form from us The claim form will provide instructions on how to complete and where to send the form(s)	 You must send us (or our agent) notice within 20 days of the loss or later, as soon as it's reasonably possible. We will send you a claim form within 15 days of your request. If you are unable to complete a claim form, you may send us: A description of services Bill of charges Any vision documentation you received from your vision provider
Proof of loss (claim) When you have received a service from an eligible vision provider, you will be charged. The information you receive for that service is your proof of loss.	A completed claim form and any additional information required by us	You must send us proof of loss within 90 days of the loss*
Benefit payment	 Written proof must be provided for all benefits If any portion of a claim is contested by us, the uncontested portion of the claim will be paid promptly after the receipt of proof of loss 	Benefits will be paid as soon as the necessary proof to support the claim is received, but in no event longer than 30 days after the support is received

If you are not able to meet the deadline for filing a claim, your claim will still be accepted if it is filed as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than 2 years after the deadline.

Communicating our claim decisions

The amount of time that we have to tell you about our decision on a claim is shown below.

Post-service claim

A post service claim is a claim that involves vision care services you have already received.

Type of notice	Post-service claim
Initial decision by us	30 business days*
Extensions	15 business days
If we request more	30 business days
information	
Time you have to send us	45 business days
additional information	

^{*}If we do not pay within 30 business days of receipt:

- A complete claim (after any missing or requested information necessary to process it is received by us)
- The portion of a claim that is neither contested nor denied

We will pay interest at the rate of 10% per year beginning with the first calendar day after the 30 business day period.

Adverse benefit determinations

Sometimes we pay only some of your claim. And sometimes we don't pay at all. Any time we deny even part of the claim, that is an "adverse benefit determination" or "adverse decision". It is also an "adverse benefit determination" if we rescind your coverage entirely.

Rescission means you lose coverage going forward and going backward. If we paid claims for your past coverage, we will want the money back.

If we make an adverse benefit determination, we will tell you in writing.

The difference between a complaint and an appeal

A complaint

You may not be happy about a **vision provider** or an operational issue, and you may want to complain. You can call or write Member Services. Your complaint should include a description of the issue. You should include copies of any records or documents that you think are important. We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more information to make a decision.

You may also complain directly to the California Department of Insurance. You can contact them by:

- Calling them at 1-800-927-HELP (4357); TDD: 1-800-482-4TDD (4833)
- Writing them at California Department of Insurance, Consumer Services Division, 300 Spring Street, South Tower, Los Angeles, CA 90013
- Accessing their website at www.insurance.ca.gov

An appeal

You can ask us to review an adverse benefit determination. This is called an appeal. You can appeal to us verbally or in writing.

Appeals of adverse benefit determinations

You can appeal our adverse benefit determination. We will assign your appeal to someone who was not involved in making the original decision. You must file an appeal within 180 calendar days from the time you receive the notice of an adverse benefit determination.

You can appeal by sending a written appeal to the address on the notice of adverse benefit determination. Or you can call Member Services at the number shown on your ID card. You need to include:

- Your name
- The **policyholder's** name
- A copy of the adverse benefit determination
- Your reasons for making the appeal
- Any other information you would like us to consider

Another person may submit an appeal for you, including a **vision provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **vision provider**). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form by contacting us. You can use an authorized representative at any level of appeal.

You can appeal each adverse benefit determination two times under this plan. If you appeal a second time you must present your appeal within 60 calendar days from the date you receive the notice of the first appeal decision.

Timeframes for deciding appeals

The chart below shows a timetable view of the type of notice and how much time we have to tell you about our decision.

Type of notice	Post-service appeal
Initial decision by us	30 days
Extensions	15 days
If we request more	30 days
information	
Time you have to send us	45 days
additional information	

Exhaustion of appeals process

In most situations you must complete the one level of appeal with us before you can take these other actions:

- Contact the California Department of Insurance to request an investigation of a complaint or appeal.
- File a complaint or appeal with the California Department of Insurance.
- Pursue arbitration, litigation or other type of administrative proceeding.

Recordkeeping

We will keep the records of all complaints and appeals for at least 10 years.

Fees and expenses

We do not pay any expenses incurred by you when you submit a complaint or appeal.

When you disagree - claim decisions and appeals procedures

In the previous section, we explained how you and we share responsibility for paying for your **eligible vision** services.

When a claim comes in, we review it, make a decision and tell you how you and we will split the expense. We also explain what you can do if you think we got it wrong.

Claim procedures

You or your **vision provider** are required to send us a claim in writing. You can request a claim form from us. We will review that claim for payment to the **vision provider** or to you as appropriate.

Notice	Requirement	Deadline
Submit a claim	 You should notify and request a claim form from us The claim form will provide instructions on how to complete and where to send the form(s) 	 You must send us (or our agent) notice within 20 days of the loss or later, as soon as it's reasonably possible. We will send you a claim form within 15 days of your request. If you are unable to complete a claim form, you may send us: A description of services Bill of charges Any vision documentation you received from your vision provider
Proof of loss (claim) When you have received a service from an eligible vision provider, you will be charged. The information you receive for that service is your proof of loss.	A completed claim form and any additional information required by us	You must send us proof of loss within 90 days of the loss*
Benefit payment	 Written proof must be provided for all benefits If any portion of a claim is contested by us, the uncontested portion of the claim will be paid promptly after the receipt of proof of loss 	Benefits will be paid as soon as the necessary proof to support the claim is received, but in no event longer than 30 days after the support is received

If you are not able to meet the deadline for filing a claim, your claim will still be accepted if it is filed as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than 2 years after the deadline.

Communicating our claim decisions

The amount of time that we have to tell you about our decision on a claim is shown below.

Post-service claim

A post service claim is a claim that involves vision care services you have already received.

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Extensions	15 business days
If we request more	30 business days
information	
Time you have to send us	45 business days
additional information	

^{*}If we do not pay within 30 business days of receipt:

- A complete claim (after any missing or requested information necessary to process it is received by us)
- The portion of a claim that is neither contested nor denied

We will pay interest at the rate of 10% per year beginning with the first calendar day after the 30 business day period.

Adverse benefit determinations

Sometimes we pay only some of your claim. And sometimes we don't pay at all. Any time we deny even part of the claim, that is an "adverse benefit determination" or "adverse decision". It is also an "adverse benefit determination" if we rescind your coverage entirely.

Rescission means you lose coverage going forward and going backward. If we paid claims for your past coverage, we will want the money back.

If we make an adverse benefit determination, we will tell you in writing.

The difference between a complaint and an appeal

A complaint

You may not be happy about a **vision provider** or an operational issue, and you may want to complain. You can call or write Member Services. Your complaint should include a description of the issue. You should include copies of any records or documents that you think are important. We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more information to make a decision.

You may also complain directly to the California Department of Insurance. You can contact them by:

- Calling them at 1-800-927-HELP (4357); TDD: 1-800-482-4TDD (4833)
- Writing them at California Department of Insurance, Consumer Services Division, 300 Spring Street, South Tower, Los Angeles, CA 90013
- Accessing their website at www.insurance.ca.gov

An appeal

You can ask us to review an adverse benefit determination. This is called an appeal. You can appeal to us verbally or in writing.

Appeals of adverse benefit determinations

You can appeal our adverse benefit determination. We will assign your appeal to someone who was not involved in making the original decision. You must file an appeal within 180 calendar days from the time you receive the notice of an adverse benefit determination.

You can appeal by sending a written appeal to the address on the notice of adverse benefit determination. Or you can call Member Services at the number shown on your ID card. You need to include:

- Your name
- The **policyholder's** name
- A copy of the adverse benefit determination
- Your reasons for making the appeal
- Any other information you would like us to consider

Another person may submit an appeal for you, including a **vision provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **vision provider**). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form by contacting us. You can use an authorized representative at any level of appeal.

You can appeal each adverse benefit determination two times under this plan. If you appeal a second time you must present your appeal within 60 calendar days from the date you receive the notice of the first appeal decision.

Timeframes for deciding appeals

The chart below shows a timetable view of the type of notice and how much time we have to tell you about our decision.

Type of notice	Post-service appeal
Initial decision by us	30 days
Extensions	15 days
If we request more	30 days
information	
Time you have to send us	45 days
additional information	

Exhaustion of appeals process

In most situations you must complete the one level of appeal with us before you can take these other actions:

- Contact the California Department of Insurance to request an investigation of a complaint or appeal.
- File a complaint or appeal with the California Department of Insurance.
- Pursue arbitration, litigation or other type of administrative proceeding.

Recordkeeping

We will keep the records of all complaints and appeals for at least 10 years.

Fees and expenses

We do not pay any expenses incurred by you when you submit a complaint or appeal.

Special coverage options after your plan coverage ends

This section explains options you may have after your coverage ends under this plan. Your individual situation will determine what options you will have.

Consolidated Omnibus Budget Reconciliation Act (COBRA) Rights

What are your COBRA rights?

COBRA gives some people the right to keep their vision coverage for 18, 29 or 36 months after a "qualifying event". COBRA usually applies to **policyholders** of group sizes of 20 or more.

Here are the qualifying events that trigger COBRA continuation, who is eligible for continuation and how long coverage can be continued.

Qualifying event causing loss of coverage	Covered persons eligible for continued coverage	Length of continued coverage (starts from the day you lose current coverage)
Your active employment ends for reasons other than gross misconduct	You and your dependents	18 months
Your working hours are reduced	You and your dependents	18 months
You divorce or legally separate and are no longer responsible for dependent coverage	Your dependents	36 months
You become entitled to benefits under Medicare	Your dependents	36 months
Your covered dependent children no longer qualify as dependent under the plan	Your dependent children	36 months
You die	Your dependents	36 months
You are a retiree eligible for retiree vision coverage and your former policyholder files for bankruptcy	You and your dependents	18 months

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When do I receive COBRA information?

The chart below lists who is responsible for giving the notice, the type of notice they are required to give and when.

Policyholder/Group vision plan notification requirements		
Notice	Requirement	Deadline
General notice – policyholder or Aetna Notice of qualifying event –	Notify you and your dependents of COBRA rights. • Your active employment	Within 90 days after active employee coverage begins Within 30 days of the
policyholder	 ends for reasons other than gross misconduct Your working hours are reduced You become entitled to benefits under Medicare You die You are a retiree eligible for retiree vision coverage and your former policyholder files for bankruptcy 	qualifying event or the loss of coverage, whichever occurs later
Election notice – policyholder or Aetna	Notify you and your dependents of COBRA rights when there is a qualifying event	Within 14 days after notice of the qualifying event
Notice of unavailability of COBRA – policyholder or Aetna	Notify you and your dependents if you are not entitled to COBRA coverage.	Within 14 days after notice of the qualifying event
Termination notice – policyholder or Aetna	Notify you and your dependents when COBRA coverage ends before the end of the maximum coverage period	As soon as practical following the decision that continuation coverage will end

You/your dependents notification requirements		
Notice of qualifying event – qualified beneficiary	Notify the policyholder if: You divorce or legally separate and are no longer responsible for dependent coverage Your covered dependent children no longer qualify as a dependent under the plan	Within 60 days of the qualifying event or the loss of coverage, whichever occurs later
Disability notice	Notify the policyholder if: The Social Security Administration determines that you or a covered dependent qualify for disability status	Within 60 days of the decision of disability by the Social Security Administration, and before the 18 month coverage period ends
Notice of qualified beneficiary's status change to non-disabled	Notify the policyholder if: The Social Security Administration decides that the beneficiary is no longer disabled	Within 30 days of the Social Security Administration's decision
Enrollment in COBRA	Notify the policyholder if: • You are electing COBRA	 60 days from the qualifying event. You will lose your right to elect, if you do not: Respond within the 60 days And send back your application

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How can you extend the length of your COBRA coverage?

The chart below shows qualifying events after the start of COBRA (second qualifying events):

Qualifying event	Person affected (qualifying beneficiary)	Total length of continued coverage
Disabled within the first 60 days of COBRA coverage (as determined by the Social Security Administration)	You and your dependents	29 months (18 months plus an additional 11 months)
 You die You divorce or legally separate and are no longer responsible for dependent coverage You become entitled to benefits under Medicare Your covered dependent children no longer qualify as dependent under the plan 	You and your dependents	Up to 36 months

How do you enroll in COBRA?

You enroll by sending in an application and paying the **premium**. The **policyholder** has 30 days to send you a COBRA election notice. It will tell you how to enroll and how much it will cost. You can take 60 days from the qualifying event to decide if you want to enroll. You need to send your application and pay the **premium**. If this is completed on time, you have enrolled in COBRA.

When is your first premium payment due?

Your first premium payment must be made within 45 days after the date of the COBRA election.

How much will COBRA coverage cost?

For most COBRA qualifying events you and your dependents will pay 102% of the total plan costs. This additional 2% is added to cover administrative fees. If you apply for COBRA because of a disability, the total due will be 150% of the plan costs.

Can you add a dependent to your COBRA coverage?

You may add a new dependent during a period of COBRA coverage. They can be added for the rest of the COBRA coverage period if:

- They meet the definition of an eligible dependent.
- You notified the **policyholder** within 31 days of their eligibility.
- You pay the additional required **premiums**.

When does COBRA coverage end?

COBRA coverage ends if:

- Coverage has continued for the maximum period.
- The plan ends. If the plan is replaced, you may be continued under the new plan.
- You and your dependents fail to make the necessary payments on time.
- You or a covered dependent become entitled to benefits under Medicare.
- You or your dependents are continuing coverage during the 19th to 29th months of a disability, and the
 disability ends.

Continuation of coverage for other reasons

To request an extension of coverage, just call the toll-free Member Services number on your ID card.

How can you extend coverage for vision care services and supplies when coverage ends?

If your coverage ends while you are not totally disabled, your plan will cover vision services and supplies for eyeglasses and contact lenses within 30 days after your coverage ends if:

- A complete vision exam was performed in the 30 days before your coverage ended, and the exam included refraction.
- The exam resulted in contact or frame lenses being prescribed for the first time, or new contact or frame lenses ordered due to a change in **prescription**.

How can you extend coverage for your disabled child beyond the plan age limits?

You have the right to extend coverage for your dependent child beyond the plan age limits. If your disabled child:

- Is not able to be self-supporting because of mental or physical disability and
- Depends mainly (more than 50% of income) on you for support.

We will notify you 90 days before your dependent child coverage ends due to the plan age limits. You must send us within 60 days of our notice a request for us to extend coverage. Coverage will continue for the child while we determine if the child is disabled.

The right to coverage will continue only as long as a physician certifies that your child still is disabled.

We may ask you to send proof that your child is disabled after coverage is extended. We won't ask for this proof more than once a year after 2 years from the date you first send us proof. You must send it to us within 60 days of our request. If you don't, we can terminate coverage for your dependent child.

How can you extend coverage for a child in college on medical leave?

You have the right to extend coverage for your dependent college student who takes a medically necessary leave of absence from school. The right to coverage will be extended until:

- The earlier of one year after the leave of absence begins, or
- The date coverage would otherwise end

To extend coverage the leave of absence must:

- Begin while the dependent child is suffering from a serious illness or injury
- Cause the dependent child to lose status as a full-time student under the plan
- Be certified by the treating physician as medically necessary due to a serious illness or injury

The physician treating your child will be asked to keep us informed of any changes.

How can I extend coverage for a dependent after I die?

Your dependents can continue coverage after your death if:

- You were covered at the time of your death
- The request is made within 60 days after your death
- Payment is made for the coverage

Your dependent's coverage will end on the earliest date:

- The end of the 36th month period after your death
- They no longer meet the definition of dependent
- Dependent coverage stops under the plan
- The dependent becomes covered by another vision benefits plan
- Any required contributions stop or
- The date your spouse remarries

General provisions - other things you should know

Administrative provisions

How this booklet-certificate will be interpreted

We prepared this booklet-certificate according to ERISA, and according to other federal laws and state laws that apply. This booklet-certificate will be interpreted according to these laws.

How we administer this plan

We apply policies and procedures to administer this plan.

Who's responsible to you

We are responsible to you for what our employees and other agents do.

We are not responsible for what is done by your vision providers. They are not our employees or agents.

Coverage and services

Your coverage can change

Your coverage is defined by the **group policy.** This document may have amendments or riders too. Under certain circumstances, we or your **policyholder** or the law may change your plan. Only we may waive a requirement of your plan. No other person – including your **policyholder** or **vision provider** – can do this.

If a service cannot be provided to you

Sometimes things happen that are outside of our control. These are things such as natural disasters, epidemics, fire and riots.

We will try hard to get you access to the services you need even if these things happen. But if we can't, we may refund you or your **policyholder** any unearned **premium**.

Financial sanctions exclusions:

If coverage provided under this booklet-certificate violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for **eligible vision services** if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Asset Control (OFAC). You can find out more by visiting http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx.

Legal action

You cannot take any action at law or in equity until 60 days after we receive written proof of loss.

No legal action can be brought to recover payment under any benefit after 3 years from the time written proof of loss is required.

Records of expenses

You should keep complete records of your expenses. They may be needed for a claim.

Things that would be important to keep are:

- Names of **physicians** and **vision providers** who provide services
- Dates expenses are incurred
- Copies of all bills and receipts.

Honest mistakes

You or your **policyholder** may make an honest mistake when you share facts with us. When we learn of the mistake, we may make a fair change in **premium** contribution or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it. All statements made by you or your employer will be deemed representations and not warranties.

Intentional deception of a material fact under the terms of coverage

If we learn that you defrauded us or you intentionally misrepresented material facts within the first 24 months of coverage, we can take actions that can have serious effects on your coverage. These include, but are not limited to:

- Loss of coverage, starting on the date the act of fraud or intentional misrepresentation of a material fact happened.
- Loss of coverage, from its effective date in the past. This is called rescission. If we paid claims for your past coverage, we will want the money back.
- Loss of coverage going forward.
- Denial of benefits.
- Recovery of amounts we already paid.

We also may report fraud to criminal authorities.

You have special rights if we rescind your coverage.

- We will give you written notice via certified mail at least 30 days before the effective date of any rescission of coverage. The notice will explain the reason we are rescinding your coverage.
- You have the right to an **Aetna** appeal.

We will not rescind your coverage for any reason after it has been in force for 24 months.

Some other money issues

Assignment of benefits

When you direct us to pay your benefits to someone you name, that's assigning your benefits. When you see a provider they will usually bill us directly. When you assign your benefits to your **out-of-network provider**, we will pay them directly. A direction to pay a provider is not an assignment of any legal rights.

Recovery of overpayments

We sometimes pay too much for **eligible vision services** or pay for something that this plan doesn't cover. If we do, we can require the person we paid – you or your **vision provider** – to return what we paid. If we don't do that we have the right to reduce any future benefit payments by the amount we paid by mistake.

Premium contribution

This plan requires the **policyholder** to make **premium** payments. If payments are made through a payroll deduction with the **policyholder**, the **policyholder** will forward your payment to us. After the grace period ends, we will not pay benefits under this booklet-certificate if **premium** contributions are not made. Any benefit payment denial is subject to our appeals procedure. See the *When you disagree - claim decisions and appeals procedures* section.

Payment of premiums

The first **premium** payment for this policy is due on or before your **effective date of coverage**. Your next **premium** payment will be due the 1st of each month ("**premium** due date"). Each **premium** payment is to be paid to us on or before the **premium** due date.

Your vision information

We will protect your vision information. We use and share it to help us process your claims and manage your policy. You can get a free copy of our Notice of Privacy Practices. Just call Member Services at the toll-free number on your ID card. When you accept coverage under this policy, you agree to let your **vision providers** share your information with us. We will need information about your physical and mental condition and care.

Glossary

Aetna

Aetna Life Insurance Company, an affiliate, or a third-party vendor under contract with Aetna.

Calendar Year

A period of 12 months that begins on January 1st and ends on December 31st.

Copay, copayments

The specific dollar amount you have to pay for a vision care service listed in the schedule of benefits.

Cosmetic

Services, drugs or supplies that are primarily intended to alter, improve or enhance your appearance.

Covered benefits

Eligible vision services that meet the requirements for coverage under the terms of this plan.

Directory

The list of **network providers** for your plan. The most up-to-date **directory** for your plan appears at www.aetna.com under the DocFind® label. When searching DocFind®, you need to make sure that you are searching for providers that participate in your specific plan. **Network providers** may only be considered for certain **Aetna** plans. When searching for network **vision providers**, you need to make sure you are searching under vision plan.

Effective date of coverage

The date you and your dependent's coverage begins under this booklet-certificate as noted in our records.

Eligible vision services

The vision care services and supplies listed in the *Eligible vision services under your plan* section and not listed or limited in the *What your plan doesn't cover – eligible vision service exclusions* section or in the schedule of benefits.

Group policy

The group policy consists of several documents taken together. These documents are:

- The group application
- The group policy
- The booklet-certificate(s)
- The schedule of benefits
- Any amendments to the **group policy**, the booklet-certificate, and the schedule of benefits.

Maximum allowance

This is the most the plan will pay for **eligible vision services**.

Network provider

A provider listed in the **directory** for your plan or who we otherwise designate as part of the network for your plan.

Out-of-network provider

A provider who is not a **network provider** who does not appear in the **directory** for your plan.

Physician

A skilled health care professional trained and licensed to practice medicine under the laws of the state where they practice; specifically, doctors of medicine or osteopathy.

Policyholder

An employer or organization who agrees to remit the **premiums** for coverage under the **group policy** payable to **Aetna**. The **policyholder** shall act only as an agent of **Aetna** members in the employer group, and shall not be the agent of **Aetna** for any purpose.

Premium

The amount you or your **policyholder** are required to pay to **Aetna** for your coverage.

Prescription

A written order for the dispensing of **prescription** lenses or **prescription** contact lenses by an ophthalmologist or optometrist.

Vision provider

Any individual legally licensed to provide vision services or supplies.

Additional Information Provided by

California Institute of Technology

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

Name of Plan:

California Institute of Technology

Employer Identification Number:

95-1643307

Plan Number:

601

Type of Plan:

Welfare Benefit Plan

Type of Administration:

Group Insurance Policy with:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

Plan Administrator:

California Institute of Technology 1200 E. California Boulevard 169-84 Pasadena, CA 91125 Telephone Number: (626) 395-3412

Agent For Service of Legal Process:

California Institute of Technology 1200 E. California Boulevard 169-84 Pasadena, CA 91125

Service of legal process may also be made upon the Plan Administrator

End of Plan Year:

December 31

Source of Contributions:

Employer and Retirees

Procedure for Amending the Plan:

The Employer may amend the Plan from time to time by a written instrument signed by the Assistant VP of Human Resources or Delegate.

ERISA Rights

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

Continue Group Health Plan Coverage

Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan for the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law. In our health plans, participating network providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

Some of the ways in which personal information is used include claim payment; utilization review and management; medical necessity reviews; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Privacy Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call the toll-free Member Services number on your ID card or visit our Internet site at www.aetna.com.