INTRODUCTION
Welcome to Vision Insurance Plan Of America, Inc. (VIPA).

As a participant in a VIPA vision care plan (the Plan), you (and your eligible dependents if enrolled) are entitled to the vision care services described in the master contract with your Group. This booklet is provided as a summary of the master contract for your information and convenience. Remember that the terms and conditions of the master contract are what determine your coverage.

We are pleased to be able to serve your vision care needs.

USING YOUR VISION PLAN
You will receive an identification card, which you should keep and show at the time of your appointment.

Select the provider you wish to see from the list included with this booklet or on our website www.visionplans.com.

Call the provider to make an appointment and provide the information shown on your card.

Should you lose your identification card, you may request another from your Group or by contacting VIPA directly.

ELIGIBILITY
Eligible Employee. You are eligible to participate in the Plan (and thus become a Member) on the date you meet the eligibility requirements:

a. You must belong to an eligible class of Employee as defined in the Master Group Contract.

b. You must have completed enough service with your employer to satisfy any waiting period in the master contract.

c. You must perform your duties at work or at another location where your employer directs you to be.

d. You must belong to an eligible class of Employee as described in the Master Group Contract.

Eligible Dependents. The following persons are eligible to enroll in the Plan and become Members:

a. The lawful husband or wife of an Employee Member is eligible if no judicial decree of separation, annulment, or divorce has been obtained.

b. A child or stepchild of an Employee Member so long as the child or stepchild is under the 18 years of age and is chiefly dependent on the Employee Member for support and maintenance.

c. An unmarried child or stepchild of an Employee Member who is over 17 but less then 26 years of age.

d. A child or stepchild who is a full-time student but was called to federal active duty before his or her 27th birthday in the national guard or in a reserve component of the U.S. armed forces while he or she was a full-time student at an institution of higher education, regardless of age, until he or she marries, or until he or she becomes eligible for coverage under a group health benefit plan that is offered by his or her employer where the amount of the premium contribution is less than or the same as the premium amount for their coverage under this Plan.

e. A child or stepchild of an Employee Member who is on a medically necessary leave of absence from an institution of higher education who offers proof as required in the Master Group Contract will continue to be eligible for up to one year of medical leave.

f. A child of the child or stepchild of the Employee Member until the child reaches 18 years of age.

Waiting Period. No Employee or any of the Employee’s dependents shall be eligible to become a Member unless the Employee has satisfied the waiting period in the Master Group Contract.

PARTICIPATION
Effective Date – Employees. An eligible Employee will become a Member on the first day of the month following the payment from the Group for the Employee.

Effective Date – Dependents. If the Employee Member elects dependent coverage, the Employee’s dependents will be enrolled in the Plan on the same day as the Employee if the payment has been received by VIPA.

If the Employee does not elect dependent coverage at this time, the dependents must wait until the next open enrollment period.

If the Employee Member acquires dependents after the Member’s effective date, the Member must notify VIPA within sixty (60) days. Should such notice not be received by VIPA within the sixty (60) day period, the eligible dependent (other than a newborn) must wait until the next open enrollment period to enroll. If the dependent is a spouse, the effective date will be the date of marriage. If the dependent is a newborn child, the child is covered from the moment of birth. If the dependent is an adopted child, the effective date will be the earlier of the date the court makes the final order or the date the dependent is placed for adoption with the Member.

Disenrollment by Member. Members are only allowed to disenroll from the Plan in one of the following three (3) situations:

a. Termination of the Employee’s employment.

b. A Section 125 Qualifying Event (if the Plan is a Section 125 plan).

c. An Employee’s open enrollment as long as the Member has been enrolled in the Plan for a minimum of twelve (12) months.

SCHEDULE OF BENEFITS
Please refer to the benefit insert for your specific plan coverage.

Benefit eligibility is based on a date-of-service to date-of-service method, not a calendar year benefit.

Upon enrollment, you may choose a VIPA Participating Vision Provider from the VIPA provider list or website, or you may seek care from any duly licensed non-participating provider.

Participating Provider. Any Member who pays in full for services at a participating provider or takes advantage of an in-store special or promotion will be reimbursed at the out of network non-participating provider rate.

Non-Participating Provider. You must pay the non-participating provider in full and submit an itemized statement to VIPA. VIPA will reimburse you up to the amounts shown in the benefit insert.

Note: Neither patient satisfaction nor full payment can be guaranteed by VIPA when services are received from a non-participating provider.

ALL NON-PARTICIPATING PROVIDER CHARGES MUST BE SUBMITTED TO VIPA WITHIN SIX (6) MONTHS OF THE DATE OF

SERVICE, REIMBURSEMENTS ARE PAID DIRECT TO THE MEMBER AND ARE NOT ASSIGNABLE TO THE PROVIDER.

LIMITATIONS AND EXCLUSIONS
The Plan does not cover the following:

A. vision services or materials not specifically described in the Schedule of Benefits.

B. Any services, including emergency services, performed by a provider who is not associated with VIPA, except as allowed under a non-participating provider reimbursement schedule, if any.

C. The following services or materials, which may be purchased at the Member’s expense, unless stated as a covered benefit in the Schedule of Benefits:

1. Orthoptics or vision procedures

2. Subnormal vision aids

3. Aniseikonic lenses

4. Blended no-line multifocal lenses

5. Progressive lenses

6. Tinted lenses

7. Plano (non-prescription) lenses

8. Sunglasses, whether plano or prescription, photochromatic lenses

9. Anti-reflective, scratch resistant or ultraviolet coating or any other coated or laminated lenses

D. Replacement of any lost or broken lenses or frames.

E. Two pair of glasses in lieu of bifocals.

F. Diagnostic procedures or medical/surgical treatment of the eye, including, but not limited to, treatment of major eye anomalies, cysts, neoplasms, services or procedures resulting from LASIK Services or any laser vision correction procedure subsequent to LASIK Services.

G. Any services, costs, or expenses incurred in the event the Member is hospitalized for any eye care procedure.

H. Any services or materials required as a condition of employment, including, but not limited to, industrial safety glasses.

I. Specialized diagnostic services or other procedures required for contact lenses not included in the basic vision examination not specifically set forth in the Schedule of Benefits.

J. Any vision care services which are necessary as a result of war or any act of war, whether that war is declared or undeclared, riot, insurrection, or civil disturbance.
K. Any vision care services for sickness or injury arising out of or in the course of any occupation or employment covered by Worker’s Compensation.

L. Any vision care services which are necessary as a result of an intentionally self-inflicted condition.

M. Any vision care services for which the participant is entitled to reimbursement, or is in any way indemnified for such expenses by or through any public programs, state, federal, or local.

N. Any vision care service necessitated as a result of a condition sustained in the commission or the attempt to commit a crime.

COORDINATION OF BENEFITS

This plan is primary for Members. If any Member is covered by a vision care plan other than VIPA, the Member may submit a claim to such other plan for the amounts not covered by VIPA. However, the total benefits or services available under all applicable plans will not exceed the actual expense for vision care services.

CONTINUATION

Applicability. If the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to the Plan, a Member may be entitled to continuation of coverage under the Plan. Contact the Group to determine any COBRA rights you may have.

Cost. If COBRA applies to the Plan, the Group is responsible for collecting and forwarding premium of COBRA participants to VIPA.

TERMINATION AND DISENROLLMENT

Vision care services available for any Member shall automatically terminate when one of the following events occur:

1. Termination of the Group Master Contract for any reason.

2. Termination of the Group Master Contract with respect to any class of Employees, if the Employee is a Member of such class.

3. Failure to make any required payment within thirty-one (31) days following the date when due.

4. The Member permitting a non-member to use the VIPA enrollment identification or knowingly providing fraudulent information in applying for coverage or receiving services.

5. Physical or verbal abuse on the part of the Member which poses a threat to providers or other Members of VIPA.

6. The Member moving outside the geographical service area except as otherwise provided for in the Master Group Contract.

7. Injury of the Member to establish or maintain a satisfactory provider-patient relationship with a provider. Disenrollment will only occur if the Member has the opportunity to select an alternative provider, VIPA has made reasonable efforts to assist in establishing a satisfactory provider-patient relationship, and VIPA has informed the Member of the Member’s right to file a grievance on the matter.

8. For any dependent Member, when the person ceases to be an eligible dependent as defined herein, or, if earlier, upon the termination of the services available for the Employee.

GRIEVANCE PROCEDURE

If you have a complaint, you may contact the VIPA Customer Service Department by telephone at 414-475-1875. A “complaint” means any expression of dissatisfaction expressed to VIPA by a Member, or a Member’s authorized representative, about VIPA or the providers with whom it has a direct or indirect contract.

A “grievance” means any dissatisfaction with the provision of services or claims practices of VIPA or administration of a plan by VIPA that is expressed in writing to VIPA by, or on behalf of, a Member. You have the right to submit a grievance to VIPA, P.O. Box 44077, Milwaukee, Wisconsin 53214.

VIPA will acknowledge your grievance within five (5) business days after receipt. A Customer Service Representative will attempt to resolve your grievance and advise you of the next available date for a grievance hearing. You will receive a written confirmation of your hearing date a minimum of seven (7) days before the hearing is scheduled.

The Customer Service Representative will explain the grievance process and advise you of the next available date for a grievance hearing. You will receive a written confirmation of your hearing date a minimum of seven (7) days before the hearing is scheduled.

The Grievance Committee will review the substance of your concern and review all relevant documents pertaining to the grievance. The Grievance Committee will not include the person who made the initial determination. There will be at least one member of the committee who is a Member and who is not employed by VIPA, if possible.

At your grievance hearing, you or a representative you have chosen to act on your behalf, or both, have the right to be present and present information relevant to the grievance. The Grievance Committee will then make a decision on the resolution of the grievance. Within five (5) working days after the grievance hearing, a letter will be sent to you with the resolution of the grievance and, if applicable, any corrective action that will be taken.

All grievances will be decided within thirty (30) calendar days after receipt of the grievance, unless there are extenuating circumstances. In such cases, the Customer Service Department will notify the Member in writing before the 30th day that the grievance has not been decided, the reason for the delay, and when a decision on the grievance may be expected. VIPA will resolve the case within thirty (30) calendar days after giving this notice.

An expedited review may be obtained if a delay of service could seriously jeopardize your life, health, or your ability to regain maximum function, or if a reviewing physician advises us that you would be subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the grievance, or that the grievance should be expedited. You will be notified by phone of the outcome as quickly as your health condition requires, but not more than seventy-two (72) hours after receipt of the grievance.

You may resolve your problem by taking the steps outlined above. You may also contact the Office of the Commissioner of Insurance to file a complaint. The Office of the Commissioner of Insurance is a state agency that enforces Wisconsin’s insurance laws. To request a complaint form, you may contact the Office of the Commissioner of Insurance by one of the following:

Office of the Commissioner of Insurance
P.O. Box 7873
Madison, WI 53707-7873
(800) 236-8517 outside of Madison
(608) 266-0103 in Madison
Fax: (608) 264-8115
Email: OCIcomplaints@wisconsin.gov
Website: www.OCI.wi.gov