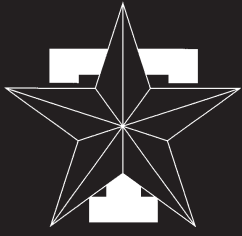




The Texas A&M University System

Your A&M System Vision Plan

Updated: September 2011



INTRODUCTION

The Texas A&M University System provides vision benefits to help you pay for vision care and supplies for yourself and your family.

Regular eyecare and the ability to afford needed corrective lenses is important to you and your family. That's why the A&M System provides a Vision plan. Through the plan, you can ensure that you and your family always have access to good vision care and supplies.

The Vision plan covers annual eye exams so vision problems can be identified and corrected early. The plan also helps pay the cost of needed eyeglasses and contact lenses. In addition, there are discounts on LASIK and PRK treatments.

You pay the cost of this coverage. Your premiums may be paid on a before-tax basis.

This booklet provides a summary of your vision coverage in everyday language. Most of your questions can be answered by referring to this booklet.

Administrative plan details are included in the contract between The Texas A&M University System and Fidelity Security Life Insurance, "FSL", a wholly-owned subsidiary of EyeMed Vision Care.

In the event of a discrepancy between this summary and the contract between the A&M System and FSL, the contract prevails.

This booklet is neither a contract of current or future employment nor a guarantee of payment of benefits. The A&M System reserves the right to change or end the benefits described in this booklet at any time for any reason.

Clerical or enrollment errors do not obligate the plan to pay benefits. Errors, when discovered, will be corrected according to the provisions of the plan description and published procedures of the A&M System.

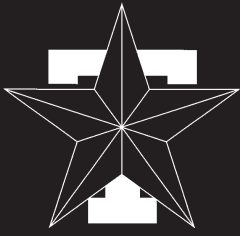
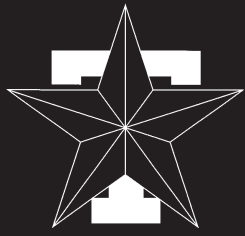


TABLE OF CONTENTS

PARTICIPATION	3
<i>All full-time and many part-time employees and retirees and their eligible dependents are eligible for Vision coverage. Coverage can begin on your first day of work.</i>	
COVERAGE COST	6
<i>You pay the cost of Vision coverage. You can pay your premiums on a before-tax basis.</i>	
COVERED VISION EXPENSES	7
<i>The Vision plan covers eye exams and corrective lenses. The plan pays higher benefits if you use a network provider.</i>	
VISION EXPENSES NOT COVERED	10
<i>Charges for nonprescription sunglasses, treatment of eye diseases and certain other items are not covered by the Vision plan.</i>	
FILING CLAIMS	11
<i>You do not file a claim if you use a network provider. You must file a claim if you use a non-network provider.</i>	
COORDINATION OF BENEFITS	13
<i>Your Vision benefits coordinate with other vision benefits you have.</i>	
WHEN COVERAGE ENDS	14
<i>In most cases, coverage ends on the last day of the month in which your employment ends. You can continue your coverage under COBRA for a limited time.</i>	
ADMINISTRATIVE INFORMATION	20
<i>Here are some other facts about the plan you might want to keep handy.</i>	



PARTICIPATION

All full-time and many part-time employees and retirees and their eligible dependents are eligible for Vision coverage. Coverage can begin on your first day of work.

You and your dependents are eligible to participate in the Vision plan if you:

- ☆ are eligible to participate in the Teacher Retirement System of Texas (TRS) or Optional Retirement Program (ORP), and
- ☆ work at least 50% time for at least 4½ months.

You and your dependents are also eligible if you are a graduate student employee who works at least 50% time for at least 4½ months or if you are a postdoctoral fellow. To be eligible for coverage as a retiree, you must meet the criteria listed in the chart on the following page.

Eligibility for this plan is subject to change by the A&M System or the Texas Legislature.

ELIGIBLE DEPENDENTS

You may choose to cover any or all of your eligible dependents. Dependents eligible for coverage include:

- ☆ your spouse, and
- ☆ your unmarried, dependent children younger than 25.

Children include:

- ☆ a natural child,
- ☆ an adopted child,
- ☆ a stepchild who has a regular parent/child relationship with you,
- ☆ a foster child under a legally supervised foster care program,
- ☆ a child for whom you are the legal guardian or legal managing conservator,
- ☆ a grandchild who lives with you, and
- ☆ a dependent for whom you have received a court order to provide coverage.

You will be asked to provide documents to verify eligibility for the dependent(s) you wish to cover under this plan.

Coverage for a child may continue beyond age 25 only if the child is mentally or physically unable to earn a living and is dependent on you for support. You must notify your Human Resources office of the child's disability before the child's 25th birthday. This will allow time for you to obtain and complete the necessary forms for coverage to continue. Periodically, you may be required to provide evidence of the child's continuing disability and your support.

ENROLLING IN THE PLAN

Coverage for you and your dependents can take effect either on your hire date or on your employer contribution eligibility date (the first of the month after your 90th day of employment) if you

enroll before, on or within seven days after your hire date.

If you enroll beyond the seventh day after your hire date but during your 60-day enrollment period, your coverage can take effect either on the first of the following month or on your employer contribution eligibility date. You may also choose to have your Vision coverage begin before your employer contribution eligibility date, but have your dependents' coverage begin on your employer contribution eligibility date.

If you do not enroll yourself or a dependent during your enrollment period, you must wait until the next Annual Enrollment period (coverage effective Sept. 1) to enroll. Likewise, if you gain a new dependent, you must enroll that dependent within 60 days or wait until the next Annual Enrollment period.

You must be actively at work on the day your coverage begins. If you are not, coverage will be delayed until you return to work.

RETIREE ELIGIBILITY

If you were retired from or employed in a benefits-eligible position with the A&M System on Aug. 31, 2003, you are eligible for Vision coverage as a retiree when:

- ☆ you are at least age 55 and have at least 5 years of service credit, or your age plus years of service equal at least 80, or you have at least 30 years of service, and
- ☆ you have 3 years of service with the A&M System, and
- ☆ the A&M System is your last state employer.

If you left A&M System employment before Sept. 1, 2003, but you met the above criteria as of Aug. 31, 2003, you qualify for retiree benefit coverage under these criteria.

If you are in TRS and you retire after Aug. 31, 2003, you must also provide documentation that you are receiving or have applied to receive your TRS annuity payments.

If you were hired by the A&M System in a benefits-eligible position after Aug. 31, 2003, or if you left A&M System employment before Aug. 31, 2003, and did not meet the criteria listed at left as of Aug. 31, 2003, you are eligible for Vision coverage as a retiree when:

- ☆ you are at least age 65 and have at least 10 years of service credit, or your age plus years of service equal at least 80 and you have 10 years of service credit, and
- ☆ you have 10 years of service with the A&M System, and
- ☆ the A&M System is your last state employer.

If you are in TRS, you must also provide documentation that you are receiving or have applied to receive your TRS annuity payments.

FORMER EMPLOYEES

You are eligible for coverage as a retiree if you are a former employee who meets the eligibility criteria listed on the previous page. You may apply for coverage within 60 days of meeting this criteria or within 60 days of leaving a TRS-eligible position with another state employer after meeting the eligibility criteria. In these cases, you may opt to have your coverage become effective on the first of the month following the date the Human Resources office receives your application or on your employer contribution eligibility date (the first of the month that falls at least 90 days after the Human Resources office receives your application). If you do not enroll on one of these dates, you may enroll during a later Annual Enrollment period. In that case, you can choose to have your coverage become effective on the next Sept. 1 or Dec. 1.

YOUR OPTIONS

You have a choice of four levels of coverage:

- ★ employee/retiree only,
- ★ employee/retiree and spouse,
- ★ employee/retiree and children, or
- ★ employee/retiree and family (spouse and children).

CHANGING YOUR COVERAGE

You can enroll in or drop Vision coverage only during Annual Enrollment (changes effective Sept. 1). However, you can add or drop dependents within 60 days of a Change in Status if the dependents are affected by the change.

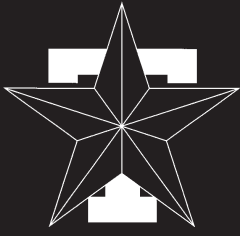
A Change in Status includes:

- ★ Employee's marriage or divorce or death of employee's spouse. A divorce is considered official when the trial court announces its decision in open court or by written memorandum filed with the clerk.
- ★ Birth, adoption or death of a dependent child
- ★ Change in employee's, spouse's or dependent child's employment status that affects benefit eligibility, such as leave without pay
- ★ Child becoming ineligible for coverage due to reaching age 25
- ★ Changes in the employee's, spouse's or a dependent child's residence that would affect eligibility for coverage
- ★ Changes made by a spouse or dependent child during his/her annual enrollment period with another employer
- ★ The employee, spouse or dependent child becoming eligible or ineligible for Medicare or Medicaid
- ★ Significant employer- or carrier-initiated changes in or cancellation of the employee's, spouse's or dependent child's coverage.

You must provide change in status documentation to make changes to your coverage during the plan year.

ID CARDS

- ★ EyeMed Vision Care will mail each enrolled employee/retiree a membership brochure. The brochure includes:
 - ★ ID cards,
 - ★ Co-pay amounts, discounts and allowances,
 - ★ Nearby provider list based on member's home zip code, and
 - ★ Customer care contact information.



COVERAGE COST

You pay the cost of Vision coverage. You can pay your premiums on a before-tax basis.

You must pay premiums for Vision coverage. If coverage for you or your dependents begins in the middle of a month, you must pay the premium for the entire month.

Through the Pretax Premiums Plan, premiums for you and your dependents will automatically be deducted from your paycheck on a before-tax basis. This means you never pay federal income tax or Social Security tax on the money you pay for your Vision coverage.

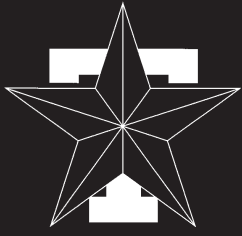
When you pay premiums on a before-tax basis, your taxable income is reduced. This may mean that your eventual Social Security benefit could be reduced. However, the reduction is quite small. Your base pay, for purposes of pay increases and benefits based on pay, is not reduced.

If you would prefer to have your premiums paid after taxes have been deducted, contact your Human Resources office for a Benefit Change Form or download it from the System Benefits Administration web site, located at www.tamus.edu/offices/benefits.

You may change to or from before-tax premiums only during Annual Enrollment each year (effective Sept. 1).

If you are retired, you are not eligible for before-tax premiums unless you are re-employed by the A&M System and pay for Vision coverage through payroll deduction.

If you do not enroll in an A&M System health plan but certify that you have other health coverage, you can receive one-half of the employee-only employer contribution to pay for other coverages. You may apply this toward your Vision premiums.



COVERED VISION EXPENSES

The Vision plan covers eye exams and corrective lenses. The plan pays higher benefits if you use a network provider.

Your Vision plan pays most of the cost for eye exams and corrective lenses at network providers and some of the cost at non-network providers. In addition, the plan provides a discount on some supplies and vision surgeries.

You may get information on network providers at the EyeMed Vision Care web site www.eyemedvisioncare.com/tamus/ (your A&M System UIN is your user id), or by calling EyeMed Vision Care provider locator number, (866) 9EYEMED or EyeMed Vision Care customer service at (855) 862-4300. You can use any provider in the United States.

EYE EXAMS

You pay a \$10 copayment and the plan pays all remaining costs for annual routine eye exams for yourself and each covered family member, if you use a network provider.

If you use a non-network provider, you pay all costs directly to the non-network provider and submit a claim for reimbursement. The plan will reimburse you up to \$50 for a routine eye exam by an ophthalmologist or optometrist.

You pay the full cost at any provider if you have more than one eye exam in a plan year (Sept. 1-Aug. 31).

Elements of a comprehensive eye exam that will be covered are:

- ☆ case history of patient, dilation,
- ☆ examination for eye pathology and abnormalities,
- ☆ visual analysis (refraction),
- ☆ diagnosis and prescription, and
- ☆ visual skill testing.

FRAMES AND EYEGASSES

The plan covers one pair of standard lenses each year and one frame every other plan year.

There is a \$130 allowance on frames received by an in-network provider. You will receive a 20% discount off the balance for frames over \$130.

Frames purchased out-of-network have a maximum reimbursement of \$90.

Single, bifocal, trifocal, lenticular and standard progressive lenses can be purchased at an in-network provider with a \$15 co-payment. The cost for Premium Progressive lenses varies. Out-of-network reimbursement ranges from \$50-\$100 depending on the lens type. (See chart on page 8 for more detail)

If you use a non-network provider, you pay all costs for lenses and frames directly to the non-network provider and submit a claim for reimbursement.

Summary of Benefits

Vision Care Services	In-Network Benefit	Non-Network Reimbursement
Exam with Dilation as Necessary	100% after \$10 copay	Up to \$50
Contact Lens Fit and Follow-up: (Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard Contact Lens Fit and Follow-Up	\$0 Copay, Paid-in-full fit and two follow-up visits	up to \$40
Premium Contact Lens Fit and Follow-Up	\$0 Copay, \$40 allowance, 10% off balance	up to \$40
Frames: Any available frame at provider location	\$0 copay, \$130 allowance, 20% off balance over \$130	up to \$90
Standard Plastic Lenses		
Single	\$15 Copay	up to \$50
Bifocal	\$15 Copay	up to \$70
Trifocal	\$15 Copay	up to \$100
Lenticular	\$15 Copay	up to \$100
Lens Options		
Lens Options:		N/A
UV Treatment	\$15	N/A
Tint (Solid and Gradient)	\$15	up to \$8
Standard Plastic Scratch Coating	\$0	N/A
Standard Polycarbonate - Adults	\$40	up to \$20
Standard Polycarbonate - Children under 19	\$0	N/A
Polarized	20% off Retail Price	N/A
Photocromatic/Transitions Plastic	\$75	N/A
Standard Anti-Reflective Coating	\$45	N/A
Premium Anti-Reflective Coating	\$57-\$68	N/A
Other Add-Ons	20% off Retail Price	N/A
Standard Progressive Lens	\$15 Copay	up to \$70
Premium Progressive Lens (Scheduled):	\$41-\$53	up to \$70
Other Premium Progressives	\$15 Copay, \$120 Allowance, 20% off balance over \$120	up to \$70
Contact Lens (Contact lens allowance includes materials only)		
Conventional	\$0 copay; \$150 allowance must be used at one time, 15% off balance over \$150	up to \$150
Disposable	\$0 copay; \$150 allowance must be used all at one time, plus balance over \$150 - no discount	up to \$150
Medically necessary	\$0 copay, Paid-in-Full	up to \$210
Laser Vision Correction		
Laser Vision Correction Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Other		
Additional Pairs Benefit:	40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the benefit has been used.	N/A
Frequency: Examination Lenses or Contact Lenses Frame	Once every 12 months Once every 12 months, Once every 24 months	

CONTACT LENSES

The plan pays benefits for contact lenses in lieu of the eyeglass benefit. In other words, the plan will cover contact lenses and frames, during a plan year or a complete pair of glasses and lenses, but not both.

Contact fitting and follow-up visits are available once a comprehensive eye exam has been complete.

The plan differentiates between elective contact lenses, which are used only to correct vision, and medically necessary contacts, which are prescribed by an eye doctor:

- ★ for post-cataract surgery without intraocular lens,
- ★ when visual acuity cannot be corrected to better than 20/70 in the better eye except through use of contact lenses,
- ★ for anisometriopia of 3.5 diopters or more, or
- ★ for kerataconus or irregular astigmatism.

The provider determines whether lenses are medically necessary. Your provider should contact EyeMed Vision Care to determine the reimbursement amount before you purchase your contacts.

The plan pays the full cost, for medically necessary or standard contact lenses once every plan year at a network provider.

The plan will pay up to \$150 at a network provider for elective, conventional disposable contact lenses once every plan year. You pay all remaining costs. Standard contact lenses may vary by provider depending on the prescription. Non-standard lenses include toric, gas permeable

and bi-focal contacts. Members will pay the provider up-front and must file a claim for reimbursement.

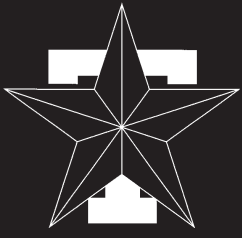
The plan will pay up to \$210 at a non-network provider for medically necessary contact lenses and up to \$150 for elective lenses. You pay all remaining costs.

SURGERY DISCOUNTS

Members are entitled to a 5% discount on promotional pricing on LASIK and PRK treatments through the U.S. Laser Network, owned and operated by LCA Vision, including pre-operative and post-operative care. However, if the treatment is performed at a LasikPlus Center, which is part of the U.S. Laser Network, and the Member elects to obtain pre-operative and post-operative care not from the LasikPlus Center provider, the other provider may charge additional fees, for which the Member will be responsible. Fees are not subject to the 15% discount or the 5% discount on promotional pricing. The laser providers are not part of the EyeMed network. Since Lasik or PRK vision correction is an elective procedure, performed by specially trained providers, this discount may not always be available from a provider in your immediate location. For a location near you and the discount authorization, please call 1-877-5LASER6.

KEEPING TRACK

You can check your eligibility and current use of your plan benefits by calling Member Services toll free at 1-855-862-4300 or logging on to www.eyemedvisioncare.com/tamus.



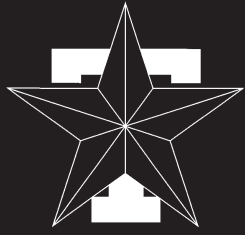
VISION EXPENSES NOT COVERED

Expenses for nonprescription sunglasses, treatment of eye diseases and certain other items are not covered by the vision plan.

Limitations and Exclusions

- ☆ Orthoptics or vision training and any associated supplemental testing,
- ☆ Aniseikonic lenses
- ☆ Medical and/or surgical treatment for eye(s), or supporting structures,
- ☆ Corrective eyewear required by an employer as a condition of employment and safety eyewear unless specifically covered under plan,
- ☆ Services provided as a result of any Workers' Compensation law,
- ☆ Non-prescription lenses and non-prescription sunglasses, (except for 20% discount)
- ☆ Two pairs of glasses in lieu of bifocals
- ☆ Discounts on frames where the manufacturer prohibits discounts.

Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Allowances are one-time use benefits; no remaining balance may be used for additional pairs. Lost or broken materials are not covered.



FILING CLAIMS

You do not file a claim if you use a network provider

You must file a claim if you use a non-network provider.

Whether you need to file a claim depends on whether you use a network or non-network provider.

If you use a network provider, you simply identify yourself as a member of the EyeMed Vision Care plan and pay your copayment or share of the cost.

You can show your EyeMed Vision Care Card or give the provider your name, employer name and Universal Identification Number (UIN). The provider will call EyeMed Vision Care to verify your eligibility.

If you use a non-network provider, you will pay the full bill for services and supplies and then submit an out-of-network claim form, your original itemized receipt, your UIN and the patient's name and birthdate to:

First American Administrators
c/o EyeMed Vision Care Claims Dept.
P.O. Box 8504
Mason, Ohio 45050-7111

Be sure to keep a copy of your claim for your records. Receipts for services and materials purchased on different dates must be submitted together to receive reimbursement and must be submitted within 12 months of the date you received the service.

You will be reimbursed according to the schedule of allowances for non-network providers (see page 8).

You may call EyeMed Vision Care's Member Services Department at 1-855-862-4300 before receiving services or supplies from a non-network provider. This will allow you to confirm your eligibility for benefits and the reimbursement amount for the services and materials you expect to receive.

EXPLANATION OF BENEFITS

An Explanation of benefits (EOB), will be provided to the member for every claim submitted to Eyemed.

HOW TO APPEAL A CLAIM

If your claim for benefits is denied in whole or in part, by First American Administrators, a wholly-owned subsidiary of EyeMed vision Care (collectively "EyeMed"), you will be notified in writing within 90 days after your claim was filed. If you receive no notice on your claim within 90 days, you should assume your claim was denied. In special circumstances, EyeMed Vision Care may need an additional 90 days to give you a decision on your claim, but you will be notified of the delay, the reason for it and the expected date for a decision.

The written notice of claim denial will be written in an understandable manner, give specific reasons for the denial and reference the specific plan provisions on which the denial is based. It will also describe any additional material you must submit and why that information is needed and explain the plan's claim review procedures.

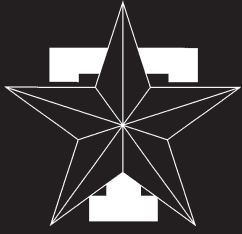
Within 180 days of receiving written notice of a claim denial, you or your authorized representative may submit a written request for reconsideration to:
EyeMed Vision Care Appeals Attn:

Quality Assurance Department
4000 Luxottica Place
Mason, Ohio 45040
Fax: 1-513-492-4999

Be sure to include the Explanation of Benefits, the patient's name, covered person's employer policy number, date of service or purchase and provider's name. Also include contact information, and a statement on why you believe the claim should not have been denied. You may also submit any data, questions or comments you think are appropriate. You may review or get copies of any pertinent plan documents or records from EyeMed Vision

Care. Your appeal will be reviewed by EyeMed Vision Care. A decision on the appeal will be made by EyeMed Vision Care within 60 days after receipt of your request for review unless special circumstances require additional time. In no event will a decision be made more than 120 days after receipt of your request. The decision based on the review will be in writing and will include the specific reasons for the decision as well as specific references to the appropriate plan provisions on which the decision is based. You may request an explanation of the scientific or clinical basis for any denial based on treatment not being medically necessary or being experimental. You may also contact the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Phone: (800) 252-3439



COORDINATION OF BENEFITS

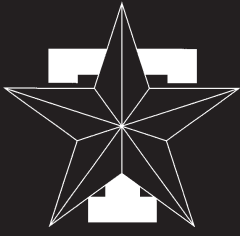
Your Vision benefits coordinate with other vision benefits you have.

You may have vision coverage available through your health plan or another vision program.

If you receive coverage for an eye exam through your health plan or another vision plan, you can also submit a claim for your copayment or coinsurance amount to EyeMed Vision Care and they will reimburse you for your out-of-pocket cost, up to \$50.

You also may use benefits from EyeMed Vision Care for some services or supplies during a plan year and benefits from another plan for other services and supplies during the same plan year. For example, you may use your health coverage to provide benefits for a vision exam and then use the EyeMed Vision Care benefits to buy new eyeglasses or contact lenses as a result of the exam.

You may also use other health or vision benefits to cover exams or supplies that you need more frequently than EyeMed Vision Care allows. For example, if you want to have your eyes examined twice during a plan year, you can receive EyeMed Vision Care benefits for one exam and use other health or vision coverage for the second exam.



WHEN COVERAGE ENDS

In most cases, coverage ends on the last day of the month in which your employment ends. You can continue your coverage under COBRA for a limited time.

Your coverage will end on the earliest of the following dates:

- ☆ the last day of the month in which your employment ends or you become ineligible for coverage,
- ☆ the last day of the last month for which you pay your full premium,
- ☆ the last day of the plan year if you elect during Annual Enrollment not to continue coverage, or
- ☆ the day this plan ends.

Coverage for your dependents ends on the earliest of the following dates:

- ☆ the day your coverage ends,
- ☆ the last day of the month in which the dependent stops meeting the eligibility requirements,
- ☆ the last day of the month for which you pay your full premium for dependent vision coverage,
- ☆ the last day of the plan year if you elect during Annual Enrollment not to continue dependent vision coverage,
- ☆ the last day of the month in which you elect to drop dependent coverage due to a Change in Status (see page 5), or

- ☆ the day the plan stops offering dependent coverage.

WHEN COVERAGE IS EXTENDED

In some cases, your coverage can be extended due to changes in your System employment.

Approved Leave of Absence: If you take a paid leave, your coverage can continue and your premiums will continue to be deducted from your pay.

If your leave is unpaid, you may make arrangements to pay your premiums.

Should you drop coverage while on an unpaid leave, your coverage will automatically be reinstated when you return to work regardless of the plan year. You have 60 days after your return to change your election.

Family or Medical Leave: If you take an unpaid leave of absence, any employer contribution toward your vision coverage normally will end. However, if you take a family or medical leave under the Family and Medical Leave Act, the employer contribution toward your coverage will continue for up to 12 weeks.

If you do not pay your share, if any, of the premiums for coverage while on a family or medical leave, your dependents' coverage will be dropped and, if the employer contribution does not

fully cover premiums for your coverage, your coverage will be dropped.

Your coverage will be automatically reinstated when you return, and you have 60 days after your return to change your election.

Total Disability: If you become disabled while covered by the Vision plan, your coverage will continue, if you continue to pay any premiums, while you are on sick leave or vacation. You can also continue coverage by paying the premiums while you are on leave without pay or workers' compensation leave, but you will not receive any employer contribution.

If you qualify for disability retirement as defined by TRS, regardless of whether you participate in TRS, you may continue benefits for a period as described below. These rules are subject to change by the Texas Legislature.

If you were employed in a benefit-eligible position with the A&M System on Aug. 31, 2003:

- ☆ and you have *at least 10 years* of TRS, ORP or ERS service credit and three years of A&M System service, you can keep your A&M System insurance coverages and the employer contribution indefinitely as a disability retiree.
- ☆ and you have *less than 10 years* of TRS, ORP or ERS service credit but three years of A&M System service, you can keep your coverages and employer contribution for

the number of months equal to your months of service credit.

The above rules apply if you were on an approved leave on Aug. 31, 2003, and if you were employed in a benefit-eligible position with the A&M System on Aug. 31, 2003, later left employment and then return to A&M System employment.

If you were *not* in a benefit-eligible position with the A&M System on Aug. 31, 2003:

- ☆ and you have *at least 10 years* of TRS, ORP or ERS service credit and 10 years of A&M System service, you can keep your A&M System insurance coverages and the employer contribution indefinitely as a disability retiree.
- ☆ and you have *less than 10 years* of TRS, ORP or ERS service credit but at least 10 years of A&M System service, you can keep your coverages and employer contribution for the number of months equal to your months of service credit.

In all cases, a physician's certification of disability may be required periodically, but no more than once a year. Your Vision coverage and employer contribution will end when you are no longer disabled, unless you return to work or meet the requirements for retiree insurance coverage.

If you don't qualify for disability retirement, you may continue benefits under COBRA for 18 months. You are

not eligible for the employer contribution. You may be able to continue COBRA coverage for 11 months beyond the initial COBRA period if you are approved for Social Security disability benefits while on COBRA.

Retirement: You may continue Vision coverage or enroll during any Annual Enrollment period if you meet the requirements for retirement outlined on pages 3 and 4.

Survivors: If your dependents were covered at the time of your death, your spouse can continue coverage indefinitely and your children can continue coverage until they no longer meet the dependent requirements if:

- ☆ you were any age and had at least five years of TRS or ORP creditable service, including at least three years of service with the A&M System, and your last state employment was with the A&M System,
- ☆ your age and service combined totals at least 80 years,
- ☆ you were any age and had at least 30 years of service, or
- ☆ you were a retiree of the A&M System.

Your dependents must pay to continue coverage.

If your dependents do not qualify under this provision to continue coverage, they

may qualify for COBRA coverage as explained later in this section.

Part-Time Employee: If your budgeted employment is reduced to less than 50% time after you have been covered by this plan for at least 4½ continuous months, you can continue your Vision coverage.

COBRA COVERAGE CONTINUATION

In some cases, you, your spouse (including a former spouse) and your children have the option to extend coverage beyond the time it would normally end by paying the full cost of coverage. The chart on page 17 describes these cases.

If, in anticipation of a divorce, you drop your spouse's vision coverage during Annual Enrollment or due to a change in status, under certain circumstances your spouse will be offered COBRA continuation coverage from the date of the divorce if you or your ex-spouse notifies your Human Resources office of the divorce. Coverage will not be available for the time between the date you first dropped your spouse's coverage and the divorce date.

You must notify the A&M System when you or family members experience certain events that would cause coverage to end. In other cases, you will not have to provide notification. See the chart on pages 17-18 for notification, election and payment deadlines.

Failure to meet these deadlines will cause you or your dependents to lose your right to continue Vision coverage.

After you notify the A&M System of an event or after an event not requiring notification, the A&M System will send enrollment forms within 14 days directly to the person eligible for extended coverage. Included with the enrollment forms will be information about rights to extended coverage and the costs of this coverage.

You and/or your dependents then must

make your election and pay premiums within the times outlined in the chart on page 18. Thereafter, premiums for continuing coverage must be paid by the date specified by the A&M System.

To continue coverage, you and/or your covered family members must pay the full premium plus an additional 2% to cover administrative costs. The cost of coverage will be approximately 50% higher during the final 11 months of COBRA coverage due to a Social Security-eligible disability if the

COBRA QUALIFYING EVENTS AND CONTINUATION PERIODS

IF...	THEN . . .
<p>Your employment ends for any reason (other than gross misconduct)... or You go on leave without pay... or Your hours are reduced so that you are no longer eligible...</p>	<p>Coverage for you and/or your covered family members can be extended for up to 18 months.</p>
<p>You die... or You divorce or legally separate...</p>	<p>Coverage for your covered family members can be extended for up to 36 months.</p>
<p>Your covered child no longer qualifies for coverage...</p>	<p>Coverage for the child can be extended for up to 36 months.</p>
<p>You elect extended coverage due to employment termination, leave without pay or reduction in hours and you or a covered family member qualifies for Social Security disability benefits within 60 days of the date coverage ends...</p>	<p>Coverage for the disabled person and all covered family members can be extended for up to 29 months.</p>

disabled person alone or the disabled person and other family members elect to extend coverage during that period. The cost will remain 2% higher if the disabled person does not extend coverage but family members do.

If you and covered family members

elect extended coverage due to your termination of employment or reduction in hours, your covered family members may elect an additional extension period of up to 18 months (for an overall total of 36 months) if during the initial extension period:

COBRA TIMELINE

If...	If...
<ul style="list-style-type: none"> ☆ You divorce, or ☆ Your child becomes ineligible for coverage 	<ul style="list-style-type: none"> ☆ You leave employment, ☆ Your hours are reduced, ☆ You go on leave without pay, or ☆ You die
Then...	Then...
<p>You and/or your dependents have 60 days after the event to notify Human Resources of the event.</p> <p>The A&M System has 14 days after your notification to send you and/or your dependents a COBRA enrollment form.</p> <p>You and/or your dependents have 60 days after the event or date the COBRA enrollment form was sent, whichever is later, to elect COBRA coverage and return your enrollment form.</p> <p>You and/or your dependents have 45 days after making your election to pay back premiums.</p>	<p>The A&M System has 14 days after the event (or notification of your death) to send you and/or your dependents a COBRA enrollment form.</p> <p>You and/or your dependents have 60 days after the event or date the COBRA enrollment form was sent, whichever is later, to elect COBRA coverage and return your enrollment form.</p> <p>You and/or your dependents have 45 days after making your election to pay back premiums.</p>

If you or your dependent becomes eligible for Social Security disability benefits within 60 days of the date your coverage ended, you or your dependent must notify your Human Resources office within **60** days of receiving notice from the Social Security Administration and before the end of the initial 18-month COBRA period. *If you and/or your dependents miss any of these deadlines, you and/or your dependents forfeit your rights to continue coverage.*

- ☆ you die, or
- ☆ you divorce.

If your child no longer qualifies for coverage (for example, due to marriage or age) during the initial extension period, that child may extend coverage for an additional 18 months for a total extension of 36 months.

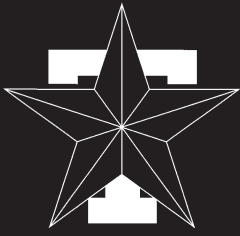
To be eligible for the additional extended coverage, your covered family members must notify the A&M System within 60 days of the occurrence of one of these events.

When a person on 18 months of COBRA coverage becomes disabled within the first 60 days of COBRA coverage, that person and other covered family members may extend COBRA coverage for an additional 11 months. To do so, the disabled person or a family member must notify the appropriate institution or agency Human Resources office of the disabled person's eligibility for Social Security disability benefits. This notification must be made within 60 days of the disabled person receiving the determination from the Social Security Administration and before the end of the initial 18-month COBRA period.

Coverage stops before the end of the extension period if:

- ☆ the required premium is not paid,
- ☆ you or a family member becomes covered under another group vision plan, unless that plan has a pre-existing condition provision that limits your benefits, or
- ☆ the System no longer offers vision coverage to its employees.

COBRA Administrator
Forest T. Jones & Co., Inc.
3130 Broadway
Kansas City, MO 64111
1-800-821-7303



ADMINISTRATIVE INFORMATION

Here are some other facts about the plan you might want to keep handy.

PLAN NAME

The official name of this plan is the EyeMed Vision Care Plan. This booklet also describes The Texas A&M University System Pretax Premiums Plan.

PLAN SPONSOR

Benefits Administration
The Texas A&M University System
John B. Connally Building, 5th Floor
301 Tarrow
College Station, TX 77840
Mail Stop: 1117 TAMU
(979) 458-6330

PLAN ADMINISTRATOR

The Director of Risk Management and Benefits Administration. Contact at the address shown for the Plan Sponsor.

TYPE OF PLAN

The EyeMed Vision Care Plan is a group plan providing vision benefits. It is an insured plan funded through employee and, in some cases, employer contributions.

The Pretax Premiums Plan is a flexible benefit plan under Section 125 of the IRS tax code. It is self-funded primarily through employee contributions. The money you put into the plan is the money that is used to pay Vision premiums.

INSURANCE CARRIER AND CLAIMS ADMINISTRATOR

Vision plan benefits are insured through FSL in conjunction with EyeMed Vision Care. Claims are paid by FSL, a wholly-owned subsidiary of EyeMed Vision Care at:

EyeMed Vision Care
Claims Department
P.O. Box 8504
Mason, Ohio 45040

The Pretax Premiums Plan claims administrator is the Plan Administrator.

The EyeMed Vision Care/Fidelity Security Life insurance documents and Pretax Premiums Plan legal documents govern all plan benefits. You may examine a copy of the documents or obtain a copy for a copying fee by contacting the Plan Sponsor.

PLAN YEAR

Sept. 1–Aug. 31

EMPLOYER IDENTIFICATION NUMBER

74-2648747

GROUP NUMBER

9815465

AGENT FOR SERVICE OF LEGAL PROCESS

Plan Administrator

PRIVACY INFORMATION

The A&M System and EyeMed Vision Care must gather certain personal information to administer your health benefits. Both organizations maintain strict confidentiality of your records, with access limited to those who need information to administer the plan or your claims.

EyeMed Vision Care gathers information about you from your application, claims and other forms. They also have personal information that comes in from your claims, your health care providers and other sources used in managing your health care administration. The A&M System will not use the disclosed information to make employment-related decisions or take employment-related actions.

Both EyeMed Vision Care and the A&M System have strict policies and procedures to protect the confidentiality of personal information. They maintain physical, electronic and procedural safeguards to protect personal data from unauthorized access and unanticipated threats or hazards.

Names, mailing lists and other information are not sold to or shared with outside organizations. Personal information is not disclosed except where allowed or required by law or unless you give permission for information to be released. These disclosures are usually made to affiliates, administrators, consultants, and regulatory or governmental authorities. These groups are subject to the same policies regarding privacy of our information as we are.

The A&M System may use and disclose your protected health information (PHI) without your written authorization or without giving you the oppor-

tunity to agree or disagree when your PHI is required:

- ☆ for treatment
- ☆ for payment
- ☆ for health care operations
- ☆ by law or, under certain circumstances, by law enforcement
- ☆ because of public health activities
- ☆ because of lawsuits and other legal proceedings
- ☆ for organ and tissue donation
- ☆ to avert a serious threat to health or safety (under certain circumstances)
- ☆ because of health oversight activities
- ☆ for worker's compensation
- ☆ because of specialized government functions (under certain circumstances)
- ☆ in cases of abuse, neglect or domestic violence
- ☆ by coroners, medical examiners or funeral directors

The A&M System can also use and disclose PHI without your written authorization when dealing with individuals involved in your care or payment for your care. However, you will have an opportunity to agree or disagree. If you do not object, the A&M System can use and disclose your PHI for this reason.

Details regarding the above situations are found in The Texas A&M University System's Notice of Privacy Practices. For an additional copy of the notice, please contact your benefits office or visit our website at www.tamus.edu/assets/files/benefits/pdf/publications/brochures/HIPAAprivacy.pdf.

If you have questions about the EyeMed Vision Care privacy policy, please contact:

HIPAA Requests
EyeMed Vision Care
P.O. Box 25187
MS CA 152-0238
Santa Ana, CA 92799-5187

Website: <http://www.eyemedvisioncare.com/>
Phone: 1-855-862-4300

If you feel your privacy rights have been violated, you may file a complaint with the A&M System by contacting the Privacy Official at (979) 458-6330. You may also contact the Secretary of the United States Department of Health and Human Services at 200 Independence Avenue, S.W., Washington, D.C. 20201 to file a complaint.

FUTURE OF THE PLAN

While The Texas A&M University System intends to continue these plans indefinitely, it may change, suspend or end the plans at any time for any reason.

System Benefits Administration
John B. Connolly Building
The Texas A&M University System
301 Tarrow Dr., 5th Floor
College Station, TX 77840