Ameritas Life Insurance Corp.

A STOCK COMPANY
LINCOLN, NEBRASKA

CERTIFICATE AND SUMMARY PLAN DESCRIPTION
GROUP EYE CARE INSURANCE

The Policyholder **DINE DEVELOPMENT CORPORATION**

Policy Number **10-67112** **Insured Person**

Plan Effective Date **January 1, 2026** **Certificate Effective Date**
Refer to Exceptions on 9070

Class Number 4

Ameritas Life Insurance Corp. certifies that you will be insured for the benefits described on the following pages, according to all the terms of the group policy numbered above which has been issued to the Policyholder.

Possession of this certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this certificate.

The group policy may be amended or cancelled without the consent of the insured person.

The group policy and this certificate are governed by the laws of the state in which the group policy was delivered.

Susan K. Wilkinson

President

AZ Health Care Insurer Appeals Process Information Packet

Ameritas Life Insurance Corp.

CAREFULLY READ THE INFORMATION IN THIS PACKET AND KEEP IT FOR FUTURE REFERENCE. IT HAS IMPORTANT INFORMATION ABOUT HOW TO APPEAL ADVERSE DETERMINATIONS THAT WE MAKE ABOUT YOUR HEALTH CARE.

IMPORTANT: THE STANDARD APPEAL PROCESS FOR ALL PLANS MUST INCLUDE AN INITIAL APPEAL LEVEL OF REVIEW. FOR SOME PLANS WE MAY ELECT TO OFFER A SECOND INTERNAL LEVEL OF REVIEW CALLED A VOLUNTARY INTERNAL APPEAL. THE VOLUNTARY INTERNAL APPEAL, AND ANY REFERENCE TO THE VOLUNTARY INTERNAL APPEAL IN THIS PACKET, DOES APPLY TO YOUR PLAN.

We must send you a copy of this information packet when you first receive your policy, at the request of you or your treating provider, and provide access to a copy of this health care appeals information packet on our website Ameritas.com. When your insurance coverage is renewed, we will send you a reminder that you can request another copy of this packet. Just call our customer/member services number at on the CONTACT US page in this packet to request an additional copy.

WHICH DISPUTES ARE ELIGIBLE FOR ARIZONA'S HEALTH CARE APPEALS PROCESS?

You can file an appeal when you are notified by us of an Adverse Determination, which means that a requested service or a claim for service or a denial, reduction, or termination of service, in whole or in part is:

- Not medically necessary or appropriate, including the health care setting, level of care or effectiveness of a treatment or service.
- Experimental or investigational.
- Not a covered service.

An Adverse Determination also includes a cancellation of the policy back to the effective date due to a reason other than failure to pay premiums, known as a rescission of coverage.

Examples of disputes that are not eligible for Arizona's Health Care Appeals process include:

- You disagree with our determination as to the amount we paid for a service or treatment.
- You disagree with how we are coordinating benefits when you have health insurance with more than one insurer.
- You disagree with the amount of your cost-share (Co-payments and co-insurance) or how we have applied your claims or services to your plan deductible.

If you disagree with a decision we made that is not appealable, contact us at the number on the CONTACT US page in this packet.

WHO CAN FILE A HEALTH CARE APPEAL OR REPRESENT A MEMBER?

You or your treating provider on your behalf can file an appeal. The following authorized representatives can also file an appeal on your behalf:

- A parent or legal guardian.
- A surrogate who is authorized to make health care decisions for the member through a power of attorney, a court order or the provisions of A.R.S. § 36-3231.
- An agent who is an adult and who has the authority to make health care treatment decisions for the member pursuant to a health care power of attorney.

If you are the member and want to file a health care appeal, you can work with your treating provider to help you with information you need to support your appeal. In Arizona, the majority of health care appeals are filed by treating providers.

TOOLS FOR FILING A HEALTH CARE APPEAL

In this packet, you will find forms that you can use for your appeal. The Arizona Department of Insurance and Financial Institutions ("AZ DIFI") developed these forms to help consumers file a health care appeal. You are **not** required to use them and we **cannot** reject your appeal if you do not use them. To file an appeal, you can call us or send us a request in writing. If you need help in filing an appeal, or you have questions about the appeals process, contact us at the Phone number on your ID card or listed on the CONTACT US page in this packet.

If you have general questions about health care appeals, you can contact the AZ DIFI's Consumer Services Section at (602) 364-2499 or visit the AZ DIFI website at www/difi.az.gov.

DESCRIPTION OF THE APPEALS PROCESS

There are two types of appeal time frames: an expedited appeal for urgent matters, and a standard appeal. The appeals operate in a similar fashion, except that expedited appeals are processed much faster because of the patient's condition.

Appeals are categorized as either Medical Necessity or Coverage. The designation will affect how the case is handled by us and by the AZ DIFI, as well as the rights you have once the health care appeals process has been completed.

STANDARD VS EXPEDITED TIME FRAMES: IS IT URGENT?

Generally, a standard appeal for a service not yet provided will be completed within 30 days**.**

If your appeal is urgent, your treating physician must certify and provide supporting documentation to us that the time frame for a standard appeal review would cause a significant negative change in your condition. There is a provider certification form at the end of this packet, but it is not required to be used. Your provider could also send a written request or create a form with similar information. Your treating provider must send the certification and documentation to us using the information on the CONTACT US page in this packet**.**

Adverse Determinations Eligible for Expedited Appeal Process

The following is a non-exhaustive list of Adverse Determinations that may be expedited with certification from your provider**:**

- A denial of a health care service as experimental or investigational.
- A denial of a health care service for which a member has received emergency services but has not been discharged.
- A denial, reduction, or termination of coverage for an admission.
- Availability of care.
- A continued stay for a course of treatment before the end of the period of time or number of treatments recommended by the treating provider.
- A prior authorization denial.

If you already received the service, or it is an issue of policy rescission, it **cannot** be expedited.

GENERAL APPEALS PROCESS INFORMATION

- Your plan may or may not offer a second internal level of review called the Voluntary Internal Appeal. The first page of this packet indicates whether the Voluntary Internal Appeal applies to your plan.

- You have two years from the date of an Adverse Determination to begin the health care appeals process.

- Requests for all health care appeal levels are to be sent directly to us using the information on the CONTACT US page in this packet.

- An appeal must first go through the Initial Appeal level and, if applicable, the Voluntary Internal Appeal level, or the internal level(s) of review must be waived or deemed exhausted, before seeking an External Independent Review, except that you can simultaneously initiate an Expedited External Independent Review at any internal level of review.

- The Initial Appeal and Voluntary Internal Appeal, if applicable, and the Expedited Medical Review and Expedited Appeal levels of review are completed by us. For the External Independent Review and Expedited External Independent Review levels, we send the appeal to the AZ DIFI.

- At any time we may waive the internal levels of review and move an appeal to the External Independent Review level.

- There is no minimum dollar amount for the value of a claim or service for it to be eligible for the health care appeals process.

- There is no fee to you or your provider for any level of appeal.

- It is important to pay attention to deadlines at each level of review.

- For group and grandfathered individual plans that elect to offer a Voluntary Internal Appeal level, there are three standard appeal levels, and for all plans, there are three expedited appeal levels:

	Expedited Appeals (for urgently needed services you have not yet received)	**Standard Appeals** (for non-urgent services or denied claims)
Level 1	Expedited Medical Review	Initial Appeal
Level 2	Expedited Appeal	Voluntary Internal Appeal
Level 3	Expedited External Independent Review	External Independent Review

- If the External Independent Review involves medical necessity, the AZ DIFI selects an Independent Review Organization ("IRO") that is completely independent of us to make the determination. The IRO reviewer will be a provider that typically manages the condition that is the subject of the appeal.

- If the appeal involves whether a treatment or service is covered in your policy, the AZ DIFI is the external reviewer.

EXPEDITED APPEAL PROCESS FOR URGENTLY NEEDED SERVICES NOT YET PROVIDED

Level 1: Expedited Medical Review

You may obtain Expedited Medical Review of an Adverse Determination for a service that has not already been provided if your treating provider certifies in writing and provides supporting documentation that the time required for a standard appeal is likely to cause a significant negative change in your medical condition. At the end of this packet is a form that your treating provider may use, but that form is **not** required. Your provider could also provide a written request or create a form with similar information. Your treating provider must send the certification and documentation to us using the information on the CONTACT US page in this packet.

We have 72 hours after we receive the request to decide whether we should change our determination and authorize your requested service. Within this time frame, we must call and tell you and your treating provider about our determination. We must also send you a written determination.

If we overturn our determination, we will authorize the service and the appeal is over.

If we deny your appeal, our determination letter will explain the reasons for our determination and the information on which we based our determination. Our determination letter will also include instructions for the next steps in the appeal process.

We may decide at any time to waive the Expedited Medical Review and Expedited Appeal levels and send your appeal to the AZ DIFI for Expedited External Independent Review.

Level 2: Expedited Appeal

If we deny your Expedited Medical Review (Level 1), you may request an Expedited Appeal. After you receive our Expedited Medical Review determination, your treating provider must immediately send us a written appeal request using the information in the CONTACT US page in this packet. To help your appeal, your provider should also send us any additional information that the provider hasn't already sent to show why you need the requested service.

We have three business days after we receive the request to decide whether we should change our determination and authorize your requested service. Within this time frame, we must call and tell you and your treating provider about our determination. We must also send you a written determination.

If we overturn our determination, we will authorize the service and the appeal is over.

If we deny your appeal, our determination letter will explain the reasons for our determination and the information on which we based our determination. Our determination letter will also include instructions for the next steps in the appeal process.

We may decide at any time to waive the Expedited Appeal level and send your appeal to the AZ DIFI for Expedited External Independent Review.

Level 3: Expedited External Independent Review

Unless we waive the Expedited Medical Review (Level 1) or Expedited Appeal (Level 2) levels of review and send your appeal to the AZ DIFI for Expedited External Independent Review, you may request an Expedited External Independent Review after you have completed an Expedited Medical Review and an Expedited Appeal or simultaneously at any internal level of review. You have four months after you receive a Final Internal Adverse Determination to send to us your written request for Expedited External Independent Review. If the treatment or service is considered experimental or investigational, you can make an oral request if your treating physician certifies in writing that the requested service or treatment would be significantly less effective if not promptly initiated. Send us your request and any additional supporting information using the information in the CONTACT US page in this packet.

There are two types of Expedited External Independent Review (Level 3) depending on the issues in your case: Medical Necessity or Contract Coverage.

(A) Medical necessity

These are cases where we have decided not to authorize a benefit because we determined that the services you or your treating provider are asking for are not medically necessary to treat your condition. For medical necessity cases, the independent reviewer is a provider retained by an outside independent review organization ("IRO"), which is procured by the AZ DIFI and not connected with our company. The IRO reviewer must be a provider who typically manages the condition under review. Medical necessity appeals are subject to the following time frames:

- Within one business day of receiving your request, we must:

  1. Send a written acknowledgment of the appeal request to the AZ DIFI, you, and your treating provider.

  2. Send the AZ DIFI all of the following: the request for review; your policy, evidence of coverage or similar document; all medical records and supporting documentation used to render our determination; a summary of the applicable issues including a statement of our determination; the criteria used and clinical reasons for our determination; the relevant portions of our utilization review guidelines. We must also include the name and credentials of the health care provider who reviewed and upheld the denial at the internal levels of review.

- Within two business days of receiving our information, the AZ DIFI must send all the submitted information to the IRO.

- Within 72 hours of receiving the information the IRO must make a determination and send their determination to the AZ DIFI.

- Within one business day of receiving the IRO's determination, the AZ DIFI must send a notice of the determination to you, your treating provider, and us.

The determination (medical necessity): If the IRO decides that we should provide the service, we must authorize the service. If the IRO agrees with our determination to deny the service, the appeal is over. Your only further option is to pursue a claim in Superior Court.

(B) Contract coverage

These are cases where we have denied coverage because we believe the requested service is not covered under your insurance policy. For contract coverage cases, the AZ DIFI is the independent reviewer. Contract Coverage appeals are subject to the following time frames:

- Within one business day of receiving your request, we must:

  1. Mail a written acknowledgment of your request to the AZ DIFI, you, and your treating provider.

  2. Send the AZ DIFI all of the following: the request for review, your policy, evidence of coverage or similar document, all medical records and supporting documentation used to render our determination, a summary of the applicable issues including a statement of our determination, the criteria used and any clinical reasons for our determination and the relevant portions of our utilization review guidelines.

- Within two business days of receiving this information, the AZ DIFI must determine whether the service or claim is covered under your insurance policy and send a written notice of their determination to you, your treating provider and us.

Referral to the IRO for contract coverage cases: The AZ DIFI may be unable unable to determine issues of coverage. If this occurs, the AZ DIFI will forward the case to an IRO. The IRO will have 72 hours to make a determination and send it to the AZ DIFI. The AZ DIFI will have one business day after receiving the IRO's determination to send the notice of determination to you, your treating provider and us.

The determination (contract coverage): If the AZ DIFI decides that we should provide the service or pay the claim, we must do so. If either you or we disagree with the AZ DIFI's determination on a coverage issue, you or we may request a hearing with the Arizona Office of Administrative Hearings ("AZ OAH") by sending a request to the AZ DIFIF within 30 days after receiving the AZ DIFI's determination.

STANDARD APPEAL PROCESS FOR NON-URGENT SERVICES AND DENIED CLAIMS

Level 1. Initial Appeal

You can request an Initial Appeal of an Adverse Determination if all of the following apply:

- You have coverage with us,
- We denied your request for a covered service or claim,
- You do not qualify for an expedited appeal, and
- You request an Appeal within two years after the date we make the Adverse Determination.
- You send your request to us using the information in the CONTACT US page in this packet.

At any time we may decide to waive internal review and send your appeal to the AZ DIFI for External Independent Review.

Before we make a Final Internal Adverse Determination that relies on new or additional information generated by us, we must provide you with a copy of the new information along with a reasonable opportunity to respond within the applicable time frames for us to provide a written determination.

Determination and Time Frames:

- For group plans and for grandfathered individual plans that elect to offer a Voluntary Internal appeal level, we have:
    a. 15 days to make a determination for a service not yet provided.
    b. 30 days to make a determination for a service already provided.

We must send you and your treating provider a written determination letter within the time frames above.

If we overturn our determination, we will authorize the service or pay the claim and the appeal is over.

If we deny your appeal, our determination letter will explain the reasons for our determination and the information on which we based our determination. Our determination letter will also include instructions for the next steps in the appeal process, subject to the following time frames:

- For individual plans, and for group plans that do not elect to offer a voluntary internal appeal level, you have 4 months to request an External Independent Review.

- For group plans and for grandfathered individual plans that elect to offer a voluntary internal appeal level, you have 60 days to request a Voluntary Internal Appeal.

Level 2. Voluntary Internal Appeal

This level of appeal applies only if you have a group plan or grandfathered individual plan, we elect to offer this level of appeal, and you previously completed an Initial Appeal.

You or your treating provider must send us a written request within 60 days of an Initial Appeal determination to tell us you want a Voluntary Internal Appeal (Level 2). To help us make a determination on your appeal, you or your provider should also send us any additional information that you have not already sent to show why we should authorize the requested service or pay the claim. Send your appeal request and information to us using the information in the CONTACT US page in this packet.

At any time we may decide to waive internal review and send your appeal to the AZ DIFI for External Independent Review.

Before we make a Final Internal Adverse Determination that relies on new or additional information generated by us, we must provide you with a copy of the new information along with a reasonable opportunity to respond within the applicable time frames for us to provide a written determination.

Determination and Time Frames:

- We have 15 days to make a determination for a service not yet provided.
- We have 30 days to make a determination for a service already provided.

If we overturn our determination, we will authorize the service or pay the claim and the appeal is over.
If we deny your appeal, our determination will explain the reasons for our determination and the information on which we based our determination. Our determination will also include instructions for the next steps in the appeal process. You have four months to appeal to the External Independent Review Level (3).

Level 3: External Independent Review

You may appeal to the External Independent Review Level 3 only after you have completed the internal level(s) of appeal. You have four months after you receive a Final Internal Adverse Determination to send us your written appeal request and any additional supporting information for External Independent Review. Send your request to us using the information in the CONTACT US page in this packet

This level of review also applies if we elect to waive the internal level(s) of review.
There are two types of External Independent Review (Level 3), depending on the issues in your case: Medical Necessity or Contract Coverage.

(A) Medical necessity
These are cases where we have decided not to authorize a service because we determined that the service you or your treating provider are asking for is not medically necessary to treat your condition. For medical necessity cases, the independent reviewer is a provider retained by an IRO, which is procured by the AZ DIFI and not connected with our company. The IRO reviewer must be a provider who typically manages the condition under review. Medical necessity appeals are subject to the following time frames:

- Within five business days of receiving your request, we must:

  1. Mail a written acknowledgment of the request to the AZ DIFI, you, and your treating provider. This acknowledgment must include notice that you have five business days after receiving the notice to submit any additional written evidence to the AZ DIFI for consideration by the external reviewer. The AZ DIFI will forward it to the IRO. If you provide additional information after five business days the IRO may or may not consider it.

  2. Send the AZ DIFI all of the following:
     a. The request for review.
     b. Your policy, evidence of coverage or similar document.
     c. All medical records and supporting documentation used to render our determination(s).
     d. A summary of the applicable issues including a statement of our determination.
     e. The criteria used and clinical reasons for our determination.
     f. The relevant portions of our utilization review guidelines.
     g. The name and credentials of the health care provider who reviewed and upheld the determination(s) at the earlier appeal levels.

- Within five days of receiving our information, the AZ DIFI must send all the submitted information to an IRO.

- Within 21 days of receiving the appeal the IRO must make a written determination and send the determination to the AZ DIFI.

- Within five business days of receiving the IRO's determination, the AZ DIFI must send a written notice of the determination to you, your treating provider, and us.

The determination (medical necessity): If the IRO decides that we should provide the service or pay the claim, we must authorize the service or pay the claim. If the IRO agrees with our determination to deny the service or payment, the appeal is over and your only further option is to pursue a claim in Superior Court.

(B) Contract Coverage

These are cases where we have denied coverage because we determined that the requested service is not covered under your insurance policy. For contract coverage cases, the AZ DIFI is the independent reviewer. Contract coverage appeals are subject to the following time frames:

- Within 5 business days of receiving your request, we must:

  1. Send a written acknowledgment of your request to the AZ DIFI, you, and your treating provider.

  2. Send the AZ DIFI: the request for review; your policy, evidence of coverage or similar document; all medical records and supporting documentation used to render our determination; a summary of the applicable issues including a statement of our determination; the criteria used and any clinical reasons for our determination; and the relevant portions of our utilization review guidelines; the name and credentials of the health care provider who reviewed and upheld the determination(s) at the initial appeal, and if applicable, the voluntary internal appeal level.

- Within 15 business days of receiving this information, the AZ DIFI must determine whether the service or claim is covered and send a written notice of their determination to you, your treating provider, and us.

Referral to the IRO for Contract Coverage Appeals: The AZ DIFI may be unable to determine issues of coverage. If this occurs, the AZ DIFI will forward your case to an IRO. The IRO will have 21 days to make a determination and send it to the AZ DIFI. The AZ DIFI will have five business days after receiving the IRO's determination to send the notice of determination to you, your treating provider, and us.

The determination (contract coverage): If the Director decides that we should provide the service or pay the claim, we must do so. If either you or we disagree with the AZ DIFI's determination on a coverage issue, you or we may request a hearing with the AZ OAH by sending a request to the AZ DIFI within 30 days after receiving the AZ DIFI's determination.

NOTES ON INDEPENDENT REVIEW ORGANIZATIONS (IROs)

- The AZ DIFI contracts directly with multiple IROs. They each maintain large rosters of many types of specialties of physicians and other licensed health care professionals.

- There is no cost to a member or provider for any part of the appeal process. If the services of an IRO are used, the AZ DIFI selects and pays the IRO, then bills the insurer for reimbursement after the appeal is completed.

- The IRO will check that their reviewer does not have a conflict of interest with the insurer, member, or treating provider, and was not involved in the original denial determination or any previous appeal for the same member.

- There will be no communication with the IRO by you or us. The IRO will complete their review using the documentation in your appeal.

- The IRO reviewer will be a provider who typically manages the condition under review.

- The IRO's determination is binding on all parties. Any further challenges must proceed through Superior Court.

- Even if determined to be medically necessary, neither the IRO, the AZ DIFI, or the AZ OAH can order an insurer to provide or pay for a treatment or service that is excluded in a policy.

OBTAINING MEDICAL RECORDS

Arizona law (A.R.S. §12-2293) permits you to ask for a copy of your medical records. Your request must be in writing and must specify who you want to receive the records. The health care provider who has your records will provide you or the person you specified with a copy of your records.

Designated Decision-Maker: If you have a designated health care decision-maker, that person must send a written request for access to or copies of your medical records. The medical records must be provided to your health care decision-maker or a person designated in writing by your health care decision-make unless you limit access to your medical records only to yourself or your health care decision-maker.

Confidentiality: Medical records disclosed under A.R.S. §12-2293 remain confidential. If you participate in the appeal process, the relevant portions of your medical records may be disclosed only to people authorized to participate in the review process for the medical condition under review. These people may not disclose your medical information to any other people.

DOCUMENTATION FOR AN APPEAL

If you file an appeal, you must include any material justification or documentation. If you gather new information during the course of your appeal, you should give it to us as soon as you get it. You must also give us the address and phone number where you can be contacted.
If your appeal goes to external review, the AZ DIFI may contact you by email from a generic email address (hca@difi.az.gov). If the appeal is already at the External Independent Review level, you will be notified in writing that you have five business days to send any additional information to the AZ DIFI. If you submit anything after the five business days, it does not have to be considered in your appeal.

THE ROLE OF THE ARIZONA DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS (AZ DIFI)

Arizona law requires "any member who files a complaint with the [AZ DIFI] relating to an Adverse Determination to pursue the review process prescribed" by law (A.R.S. §20-2533(F)). This means, that you must pursue the health care appeals process for all appealable adverse determinations before the AZ DIFI can investigate a complaint you may have against our company based on the determination at issue in the appeal.

The appeal process requires the AZ DIFI to:

1. Oversee the appeals process.
2. Maintain copies of each utilization review plan submitted by insurers.
3. Receive, process, and act on requests from an insurer for External, Independent Review.
4. Enforce the determinations of insurers.
5. Review determinations of insurers.
6. Send, when necessary, a record of the proceedings of an appeal to Superior Court or to the AZ OAH.

7. Issue a final administrative determination on coverage issues, including the notice of the right to request a hearing at AZ OAH.

RECIEPT OF DOCUMENTS

Any written document that is sent by mail is deemed received by the person to whom the document is properly addressed on the fifth business day after mailing. "Properly addressed" means your last known mailing address. Any document may alternatively be sent electronically where a member has elected electronic delivery.

You always have the right to contact the Department of Insurance

Arizona Department of Insurance and Financial Institutions
100 N 15th Avenue, Suite 261
Phoenix, AZ 85007-2630
(602) 364-2499 or
(800) 325-2548 (In Arizona but outside the Phoenix area)

CONTACT US

AMERITAS LIFE INSURANCE CORP

Ameritas Life Insurance Corp.
800-487-5553

Quality Control 877-897-4328 (Toll-Free)

Ameritas.com

SEND YOUR HEALTH CARE APPEAL TO:

Ameritas Life Insurance Corp.
KRISTI DENISON, MANAGER, QUALITY MANAGEMENT
QUALITY CONTROL
P.O. BOX 82657
LINCOLN, NE 68501-2657
FAX 402-309-2579

SEND YOUR INITIAL APPEAL AND, IF APPLICABLE, VOLUNTARY APPEAL TO:

Standard appeal:
Initial Appeal, or Voluntary Internal, or External Review Send to:
QUALITY CONTROL
P.O. BOX 82657
LINCOLN, NE 68501-2657
FAX 402-309-2579

EXPEDITED appeal:
Initial, or Voluntary Internal, or External Review Send to:
QUALITY CONTROL
P.O. BOX 82657
LINCOLN, NE 68501-2657
FAX 402-309-2579

Quality Control
P.O. Box 82657
Lincoln, NE 68501-2657

HEALTH CARE APPEAL REQUEST FORM

You may use this form to tell your insurer you want to appeal a denial determination.

Insured Member's Name _____ Member ID # _____
Name of representative pursuing appeal, if different from above _____
Mailing Address _____ Phone # _____
City _____ State _____ Zip Code _____

Type of Denial: Denied Claim ☐ Denied Benefit for Service Not Yet Received

Name of Insurer that denied the claim/service: _____

If you are appealing your insurer's determination to deny a benefit for a service you have not yet received, will a 30 to 60 day delay in receiving the service likely cause a significant negative change in your health? If your answer is "Yes," you may be entitled to an expedited appeal. Your treating provider must sign and send a certification and documentation supporting the need for an expedited appeal.

What determination are you appealing?

_____
_____
_____

(*Explain what you want your insurer to pay for).*

Explain why you believe the claim or service should be covered:

_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets of paper, if needed).

If you have questions about the appeals process or need help to prepare your appeal, you may call the Department of Insurance Consumer Assistance number (602) 364-2499 or 1-(800) 325-2548 (outside Metro Phoenix area), or Quality Control at 1-877-897-4328 (Toll-Free).

Make sure to attach everything that shows why you believe your insurer should cover your claim or authorize a service, including: Medical records Supporting documentation (letter from your doctor, brochures, notes, receipts, etc.) ** Also attach the certification from your treating provider if you are seeking expedited review

_____ _____
Signature of insured or authorized representative Date

Quality Control
P.O. Box 82657
Lincoln, NE 68501-2657

PROVIDER CERTIFICATION FORM FOR EXPEDITED MEDICAL REVIEWS

(You and your provider may use this form when requesting an expedited appeal.)

A patient who is denied authorization for a covered service is entitled to an expedited appeal if the treating provider certifies and provides supporting documentation that the time period for the standard appeal process (about 60 days) "is likely to cause a significant negative change in the [patient's] medical condition at issue."

PROVIDER INFORMATION

Treating Physician/Provider _____
Phone # _____ Fax # _____
Address _____
City _____ State _____ Zip Code _____

PATIENT INFORMATION

Patient's Name _____ Member ID # _____
Phone # _____
Address _____
City _____ State _____ Zip Code _____

INSURER INFORMATION

Insurer Name _____
Phone # _____ Fax # _____
Address _____
City _____ State _____ Zip Code _____

- Is the appeal for a service that the patient has already received? ☐ Yes ☐ No
  If "Yes" the patient must pursue the standard appeals process and cannot use the expedited appeals process.
  If "No", continue with this form.
- What service denial is the patient appealing? _____
  _____
- Explain why you believe the patient needs the requested service and why the time for the standard appeal process will harm the patient. _____
  _____

Attach additional sheets if needed, and include: Medical records Supporting documentation

If you have questions about the appeals process or need help to prepare your appeal, you may call the Department of Insurance Consumer Assistance number (602) 364-2499 or 1-(800) 325-2548 (outside Metro Phoenix area), or **Quality Control at** 1-877-897-4328 (Toll-Free).

I certify, as the patient's treating provider, that delaying the patient's care for the time period needed for the Initial Appeal and Voluntary Internal appeal processes (about 60 days) is likely to cause a significant negative change in the patient's medical condition at issue.

Provider's Signature _____ Date _____

Non-Insurance Products/Services

From time to time we may arrange, at no additional cost to you or your group, for third-party service providers to provide you access to discounted goods and/or services, such as purchase of eye wear or prescription drugs. These discounted goods or services are not insurance. While we have arranged these discounts, we are not responsible for delivery, failure or negligence issues associated with these goods and services. The third-party service providers would be liable.

To access details about non-insurance discounts and third-party service providers, you may contact our customer connections team or your plan administrator.

These non-insurance goods and services will discontinue upon termination of your insurance or the termination of our arrangements with the providers, whichever comes first.

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SCHEDULE OF BENEFITS
OUTLINE OF COVERAGE

The Insurance for each Insured and each Insured Dependent will be based on the Insured's class shown in this Schedule of Benefits.

Benefit Class	Class Description
Class 4	Eligible Employee Electing EyeMed

EYE CARE EXPENSE BENEFITS

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

When a Participating Provider is used:

Deductible Amount:	
Exams - Each Benefit Period	$20
Frames	$0
Lenses - Each Benefit Period	$20

When a Non-Participating Provider is used:

Deductible Amount	$0

Please refer to the EYE CARE EXPENSE BENEFITS page for details regarding frequency, limitations, and exclusions.

DEFINITIONS

COMPANY refers to Ameritas Life Insurance Corp. The words "we", "us" and "our" refer to Company. Our Home Office address is 5900 "O" Street, Lincoln, Nebraska 68510.

POLICYHOLDER refers to the Policyholder stated on the face page of the policy.

INSURED refers to a person:

a. who is a Member of the eligible class; and

b. who has qualified for insurance by completing the eligibility period, if any; and

c. for whom the insurance has become effective.

DOMESTIC PARTNER: Refers to two unrelated individuals who share the necessities of life, live together, and have an emotional and financial commitment to one another, similar to that of a spouse.

CHILD. Child refers to the child of the Insured, a child of the Insured's spouse or a child of the Insured's Domestic Partner, if they otherwise meet the definition of Dependent.

DEPENDENT refers to:

a. an Insured's spouse or Domestic Partner.

b. each unmarried and married child less than 26 years of age, for whom the Insured, the Insured's spouse, or the Insured's Domestic Partner is legally responsible, including natural born children, adopted children from the date of placement for adoption, and children covered under a Qualified Medical Child Support Order as defined by applicable Federal and State laws. Grandchildren, spouses of Dependents and other Dependent family members under the age of 26 are not eligible for coverage under this plan.

c. each unmarried child age 26 or older who is Totally Disabled and becomes Totally Disabled as defined below while insured as a dependent under b. above. Coverage of such child will not cease if proof of dependency and disability is given within 31 days of attaining the limiting age and subsequently as may be required by us but not more frequently than annually after the initial two-year period following the child's attaining the limiting age. Any costs for providing continuing proof will be at our expense.

TOTAL DISABILITY describes the Insured's Dependent as:

1. Continuously incapable of self-sustaining employment because of mental or physical disability; and

2. Chiefly dependent upon the Insured for support and maintenance.

DEPENDENT UNIT refers to all of the people who are insured as the dependents of any one Insured.

PROVIDER refers to any person who is licensed by the law of the state in which treatment is provided within the scope of the license.

PARTICIPATING AND NON-PARTICIPATING PROVIDERS. A Participating Provider is a Provider who has a contract with Us to provide services to Insureds at a discount. A Participating Provider is also referred to as a "Network Provider". The terms and conditions of the agreement with our network providers are available upon

request. Members are required to pay the difference between the plan payment and the Participating Provider's contracted fees for covered services. A Non-Participating Provider is any other provider and may also be referred to as an "Out-of-Network Provider." Members are required to pay the difference between the plan payment and the provider's actual fee for covered services. Therefore, the out-of-pocket expenses may be lower if services are provided by a Participating Provider.

PLAN EFFECTIVE DATE refers to the date coverage under the policy becomes effective. The Plan Effective Date for the Policyholder is shown on the policy cover. The effective date of coverage for an Insured is shown in the Policyholder's records.

All insurance will begin at 12:01 A.M. on the Effective Date. It will end after 11:59 P.M. on the Termination Date. All times are stated as Standard Time of the residence of the Insured.

PLAN CHANGE EFFECTIVE DATE refers to the date that the policy provisions originally issued to the Policyholder change as requested by the Policyholder. The Plan Change Effective date for the Policyholder will be shown on the policy cover, if the Policyholder has requested a change. The plan change effective date for an Insured is shown in the Policyholder's records or on the cover of the certificate.

CONDITIONS FOR INSURANCE COVERAGE

ELIGIBILITY

ELIGIBLE CLASS FOR MEMBERS. The members of the eligible class(es) are shown on the Schedule of Benefits. Each member of the eligible class (referred to as "Member") will qualify for such insurance on the day he or she completes the required eligibility period, if any. Members choosing to elect coverage will hereinafter be referred to as "Insured."

If employment is the basis for membership, a member of the Eligible Class for Insurance is any eligible employee electing EyeMed working at least 30 hours per week. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

If both spouses are Members, and if either of them insures their dependent children, then the spouse, whoever elects, will be considered the dependent of the other. As a dependent, the person will not be considered a Member of the Eligible Class, but will be eligible for insurance as a dependent.

ELIGIBLE CLASS FOR DEPENDENT INSURANCE. Each Member of the eligible class(es) for dependent coverage is eligible for the Dependent Insurance under the policy and will qualify for this Dependent Insurance on the latest of:

1. the day he or she qualifies for coverage as a Member;

2. the day he or she first becomes a Member; or

3. the day he or she first has a dependent. For dependent children, a newborn child will be considered an eligible dependent upon reaching their 2nd birthday. The child may be added at birth or within 31 days of the 2nd birthday.

A Member must be an Insured to also insure his or her dependents.

If employment is the basis for membership, a member of the Eligible Class for Dependent Insurance is any eligible employee electing EyeMed working at least 30 hours per week and has eligible dependents. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

Any spouse who elects to be a dependent rather than a member of the Eligible Class for Personal Insurance, as explained above, is not a member of the Eligible Class for Dependent Insurance.

When a member of the Eligible Class for Dependent Insurance dies and, if at the date of death, has dependents insured, the Policyholder has the option of offering the dependents of the deceased employee continued coverage. If elected by the Policyholder and the affected dependents, the name of such deceased member will continue to be listed as a member of the Eligible Class for Dependent Insurance.

CONTRIBUTION REQUIREMENTS. Member Insurance: An Insured is required to contribute to the payment of his or her insurance premiums.

Dependent Insurance: An Insured is required to contribute to the payment of insurance premiums for his or her dependents.

SECTION 125. This plan is provided as part of the Employer's Section 125 Plan. Each Member has the option under the Section 125 Plan of participating or not participating in this plan.

If a Member does not elect to participate when initially eligible, the Member may elect to participate at a subsequent Election Period. This Election Period will be held each year and those who elect to participate in this plan at that time will have their coverage become effective on January 1.

Members may change their election option only during an Election Period, except for a change in family status. Such events would be marriage, divorce, birth of a child, death of a spouse or child, or termination of employment of a spouse.

ELIGIBILITY PERIOD. For Members on the Plan Effective Date of the policy, coverage is effective immediately.

For persons who become Members after the Plan Effective Date of the policy, no eligibility period is required.

OPEN ENROLLMENT. If a Member does not elect to participate when initially eligible, the Member may elect to participate at the Policyholder's next enrollment period. This enrollment period will be held each year and those who elect to participate in this policy at that time will have their insurance become effective on January 1.

If employment is the basis for membership in the Eligible Class for Members, an Insured whose eligibility terminates and is established again, may or may not have to complete a new eligibility period before he or she can again qualify for insurance.

EFFECTIVE DATE. Each Member has the option of being insured and insuring his or her Dependents. To elect coverage, he or she must agree in writing to contribute to the payment of the insurance premiums. The Effective Date for each Member and his or her Dependents, will be:

1. the date on which the Member qualifies for insurance, if the Member agrees to contribute on or before that date.

2. the date on which the Member agrees to contribute, if that date is within 31 days after the date he or she qualifies for insurance.

EXCEPTIONS. If employment is the basis for membership, a Member must be in active service on the date the insurance, or any increase in insurance, is to take effect. If not, the insurance will not take effect until the day he or she returns to active service. Active service refers to the performance in the customary manner by an employee of all the regular duties of his or her employment with his or her employer on a full time basis at one of the employer's business establishments or at some location to which the employer's business requires the employee to travel.

A Member will be in active service on any regular non-working day if he or she is not totally disabled on that day and if he or she was in active service on the regular working day before that day.

If membership is by reason other than employment, a Member must not be totally disabled on the date the insurance, or any increase in insurance, is to take effect. The insurance will not take effect until the day after he or she ceases to be totally disabled.

TERMINATION DATES

INSUREDS. The insurance for any Insured, will automatically terminate on the end of the month falling on or next following the **earliest of:**

1. the date the Insured ceases to be a Member;
2. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
3. the date the policy is terminated.

DEPENDENTS. The insurance for all of an Insured's dependents will automatically terminate on the end of the month falling on or next following the **earliest of:**

1. the date on which the Insured's coverage terminates;
2. the date on which the Insured ceases to be a Member;
3. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
4. the date all Dependent Insurance under the policy is terminated.

The insurance for any Dependent will automatically terminate on the end of the month falling on or next following the day before the date on which the dependent no longer meets the definition of a dependent. See "Definitions."

CONTINUATION OF COVERAGE. If coverage ceases according to TERMINATION DATE, some or all of the insurance coverages may be continued. Contact your plan administrator for details.

Death or Divorce
For Dependents Only

1. The Insured's spouse may continue coverage for themselves and any dependent children if coverage would terminate as a result of:

   a. the death of the Insured; or
   b. the dissolution of a marriage (divorce) with the Insured.

   provided any required premium is paid.

2. Benefits

   This continuation applies to all benefits payable under the policy.

3. Premiums

   We may charge the full premium, i.e. the employee's and employer's portion during the continuation period.
   We may change the premium rate at any time the Insured's group plan premium rate is changed.

4. How to Apply

   Within 31 days of death of the Insured or the date of the divorce, the spouse must notify the employer and us in writing if he or she is electing to continue coverage.

5. Termination

Such insurance will stop on the earliest of:

a. the last day of the period for which the premium is paid;
b. the date coverage would normally stop under the terms of the policy;
c. the date the spouse becomes insured under another group health plan;
d. the date the spouse remarries and becomes insured under another group health plan;
e. the date the spouse or any dependent child is eligible for coverage under Medicare, Title XVIII of the Federal Social Security Act;
f. the date the policy terminates.

If the Policyholder is subject to COBRA, then the termination of coverage will be controlled by COBRA or by paragraph 5. above, whichever would provide a greater length of coverage.

EYE CARE EXPENSE BENEFITS

If an Insured has Covered Expenses under this section, we pay benefits as described. The Insured may use a Participating Provider or a Non-Participating Provider. The Insured has the freedom to choose any provider.

AMOUNT PAYABLE
The Amount Payable for Covered Expenses is the lesser of:

A. the provider's charge, or

B. the Maximum Covered Expense for such services or supplies. This is shown in the Schedule of Eye Care Services for Participating and Non-Participating Providers.

DEDUCTIBLE AMOUNT
The Deductible Amount is on the Schedule of Benefits. It is an amount of Covered Expenses for which no benefits are payable. It applies separately to each Insured. Benefits are paid only for those Covered Expenses that are over the Deductible Amount.

PARTICIPATING AND NON-PARTICIPATING PROVIDERS
A Participating Provider agrees to provide services and supplies to the Insured at a discounted fee. A Non-Participating Provider is any other provider.

COVERED EXPENSES
Covered expenses are the eye care expenses incurred by an Insured for services or supplies. We pay up to the Maximum Covered Expense shown in the Schedule of Eye Care Services.

EYE CARE SUPPLIES
Eye care supplies are all services listed on the Schedule of Eye Care Services. They exclude services related to Eye Care Exams.

REQUEST FOR SERVICES
When requesting services, the Insured must advise the Participating Provider's office that he or she has coverage under this network plan. If the Insured receives services from a Participating Provider without this notification, the benefits are limited to those for a Non-Participating Provider.

ASSIGNMENT OF BENEFITS
We pay benefits to the Participating Provider for services and supplies performed or furnished by them. When a Non-Participating Provider performs services, we pay benefits to the Insured.

EXTENSION OF BENEFITS
We will extend benefits for eye care supplies if this policy terminates. To be eligible for an extension, the supply must be prescribed prior to the termination of the policy and must be received within six months after the policy terminates.

EXPENSES INCURRED An expense is incurred at the time a service is rendered or a supply item furnished.

LIMITATIONS
This plan has the following limitations.

1) This plan does not cover more than one Eye Exam in any 12-month period.

2) This plan does not cover more than one pair of ophthalmic Lenses in any 12-month period.

3) This plan does not cover more than one set of Frames in any 12-month period.

4) This plan does not cover Elective Contact Lenses more than once in any 12-month period. Contact Lenses and associated expenses are in lieu of any other Lens benefit.

5) This plan does not cover Medically Necessary Contact Lenses more than once in any 12-month period. The treating provider determines if an Insured meets the coverage criteria for this benefit as listed below. This benefit is in lieu of Elective Contact Lenses.

    a. For Keratoconus where the patient is not correctable to 20/30 in either or both eyes using standard spectacle lenses.
    b. Patients whose vision can be corrected two lines of improvement on the visual acuity chart when compared to best standard spectacle lens correction.
    c. Anisometropia of 3D or more.
    d. High Ametropia exceeding -10D or +10D in meridian powers.

6) This plan does not cover Orthoptics or vision training and any associated testing.

7) This plan does not cover Plano Lenses.

8) This plan does not cover non-prescribed Lenses or sunglasses.

9) This plan does not cover two pairs of glasses in lieu of Bifocals.

10) This plan does not cover replacement of Lenses and Frames that are lost or broken outside of the normal coverage intervals.

11) This plan does not cover medical or surgical treatment of the eyes or supporting structures.

12) This plan does not cover services for claims filed more than one year after completion of the service. An exception is if the Insured shows it was not possible to submit the proof of loss within this period.

13) This plan does not cover any procedure not listed on the Schedule of Eye Care Services

SCHEDULE OF EYE CARE SERVICES

This page lists the benefits payable for eye care services. No benefits are payable for a service not listed.

SERVICE	**PLAN MAXIMUM COVERED EXPENSE**	
	Participating Provider	*Non-Participating Provider*
Eye Exam	Covered in Full	Up to $ 35.00
(All lenses are per pair) Single Vision Lenses	Covered in Full	Up to $ 25.00
Lined Bifocal Lenses	Covered in Full	Up to $ 40.00
Lined Trifocal Lenses	Covered in Full	Up to $ 55.00
Frame	Up to $130.00	Up to $ 65.00
Contact Lenses		
Elective	Up to $130.00	Up to $104.00
Medically Necessary	Covered in Full	Up to $200.00

GENERAL PROVISIONS

NOTICE OF CLAIM. Written notice of a claim must be given to us within 90 days after the incurred date of the services provided for which benefits are payable.

Notice must be given to us at our Home Office, or to one of our agents. Notice should include the Policyholder's name, Insured's name, and policy number. If it was not reasonably possible to give written notice within the 90 day period stated above, we will not reduce or deny a claim for this reason if notice is filed as soon as is reasonably possible.

CLAIM FORMS. When we receive the notice of a claim, we will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after the giving of such notice, the claimant will meet our proof of loss requirements by giving us a written statement of the nature and extent of loss within the time limit for filing proofs of loss.

PROOF OF LOSS. Written proof of loss must be given to us within 90 days after the incurred date of the services provided for which benefits are payable. If it is impossible to give written proof within the 90 day period, we will not reduce or deny a claim for this reason if the proof is filed as soon as is reasonably possible. For Eye Care benefits that use either the EyeMed or VSP network, please refer to the limitations section on the Eye Care Expense Benefits page.

TIME OF PAYMENT. We will pay all benefits immediately when we receive due proof. Any balance remaining unpaid at the end of any period for which we are liable will be paid at that time.

PAYMENT OF BENEFITS. Participating Providers have agreed to accept assignment of benefits for services and supplies performed or furnished by them. When a Non-Participating Provider performs services, all benefits will be paid to the Insured unless otherwise indicated by the Insured's authorization to pay the Non-Participating Provider directly.

FACILITY OF PAYMENT. If an Insured or beneficiary is not capable of giving us a valid receipt for any payment or if benefits are payable to the estate of the Insured, then we may, at our option, pay the benefit up to an amount not to exceed $5,000, to any relative by blood or connection by marriage of the Insured who is considered by us to be equitably entitled to the benefit.

Any equitable payment made in good faith will release us from liability to the extent of payment.

PROVIDER-PATIENT RELATIONSHIP. The Insured may choose any Provider who is licensed by the law of the state in which treatment is provided within the scope of their license. We will in no way disturb the provider-patient relationship.

LEGAL PROCEEDINGS. No legal action can be brought against us until 60 days after the Insured sends us the required proof of loss. No legal action against us can start more than five years after proof of loss is required.

INCONTESTABILITY. Any statement made by the Policyholder to obtain the Policy is a representation and not a warranty. No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Policy unless:

1. The Policy would not have been issued if we had known the truth; and

2. We have given the Policyholder a copy of a written instrument signed by the Policyholder that contains the misrepresentation.

The validity of the Policy will not be contested after it has been in force for one year, except for nonpayment of premiums or fraudulent misrepresentations.

WORKER'S COMPENSATION. The coverage provided under the Policy is not a substitute for coverage under a workmen's compensation or state disability income benefit law and does not relieve the Policyholder of any obligation to provide such coverage.

ERISA INFORMATION AND NOTICE OF YOUR RIGHTS

A. General Plan Information

Name of Plan:	Eye Care Insurance
Name, Address of Plan Sponsor:	DINE DEVELOPMENT CORPORATION 8840 E CHAPARRAL RD STE 145 SCOTTSDALE, AZ 85250
Plan Sponsor Tax Id Number:	77-0651649
Plan Number:	501
Type of Plan:	Group Insurance Plan
Name, Address, Phone Number of Plan Administrator:	KAREN HOLBROOK DINE DEVELOPMENT CORPORATION 8840 E CHAPARRAL RD STE 145 SCOTTSDALE, AZ 85250 937-812-2568
Name, Address of Registered Agent for Service of Legal Process:	Plan Sponsor
If Legal Process Involves Claims For Benefits Under The Group Policy, Additional Notification of Legal Process Must Be Sent To:	Ameritas Life Insurance Corp. P.O. Box 82595 Lincoln, NE 68501
Sources of Contributions:	Employer/Member
Funding Method:	Ameritas Life Insurance Corp.--Fully Insured
Plan Fiscal Year End:	December 31
Type of Administration:	
General Administration	Plan Sponsor
Contract & Claim Administration	Ameritas Life Insurance Corp.

B. Notice of Legal Process

Service of legal process may be made upon the plan administrator at the address listed above.

C. Eligibility and Benefits Provided Under the Group Policy

Please refer to the **Conditions for Insurance** within the Group Policy and Certificate of Coverage for a detailed description of the eligibility for participation under the plan as well as the benefits provided. If this plan includes a participating provider (PPO) option, provider lists are furnished without charge, as a separate document.

D. Qualified Medical Child Support Order ("QMCSO")

QMCSO Determinations. A Plan participant or beneficiary can obtain, without charge, a copy of the Plan's procedures governing Qualified Medical Child Support Order determinations from the Plan Administrator.

E. Termination Of The Group Policy

The Group Policy which provides benefits for this plan may be terminated by the Policyholder at any time with prior written notice to Ameritas Life Insurance Corp. It will terminate automatically if the Policyholder fails to pay the required premium. Ameritas Life Insurance Corp. may terminate the Group Policy on any Premium Due Date if the number of persons insured is less than the required minimum, or if Ameritas Life Insurance Corp. believes the Policyholder has failed to perform its obligations relating to the Group Policy.

After the first policy year, Ameritas Life Insurance Corp. may also terminate the Group Policy on any Premium Due Date for any reason by providing a 60-day advance written notice to the Policyholder.

The Group Policy may be changed in whole or in part. No change or amendment will be valid unless it is approved in writing by a Ameritas Life Insurance Corp. executive officer.

F. Claims For Benefits

Claims procedures are furnished automatically, without charge, as a separate document.

G. Continuation of Coverage Provisions (COBRA)

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) gives Qualified Beneficiaries the right to elect COBRA continuation after insurance ends because of a Qualifying Event. The law generally covers group health plans maintained by employers with 20 or more employees in the prior year. The law does not, however, apply to plans sponsored by the Federal government and certain church-related organizations.

i. Definitions For This Section

Qualified Beneficiary means an Insured Person who is covered by the plan on the day before a qualifying event. Any child born to or placed for adoption with a covered employee during the period of COBRA coverage is considered a qualified beneficiary.

A Qualifying Event occurs when:

1. The Member dies (hereinafter referred to as Qualifying Event 1);

2. The Member's employment terminates for reasons other than gross misconduct as determined by the Employer (hereinafter referred to as Qualifying Event 2);

3. The Member's work hours fall below the minimum number required to be a Member (hereinafter referred to as Qualifying Event 3);

4. The Member becomes divorced or legally separated from a Spouse (hereinafter referred to as Qualifying Event 4);

5. The Member becomes entitled to receive Medicare benefits under Title XVII of the Social Security Act (hereinafter referred to as Qualifying Event 5);

6. The Child of a Member ceases to be a Dependent (hereinafter referred to as Qualifying Event 6);

7. The Employer files a petition for reorganization under Title 11 of the U.S. Bankruptcy Code, provided the Member is retired from the Employer and is insured on the date the petition is filed (hereinafter referred to as Qualifying Event 7).

ii. Electing COBRA Continuation

A. Each Qualified Beneficiary has the right to elect to continue coverage that was in effect on the day before the Qualifying Event. The Qualified Beneficiary must apply in writing within 60 days of the later of:

1. The date on which Insurance would otherwise end; and

2. The date on which the Employer or Plan Administrator gave the Qualified Beneficiary notice of the right to COBRA continuation.

B. A Qualified Beneficiary who does not elect COBRA Continuation coverage during their original election period may be entitled to a second election period if the following requirements are satisfied:

1. The Member's Insurance ended because of a trade related termination of their employment, which resulted in being certified eligible for trade adjustment assistance;

2. The Member is certified eligible for trade adjustment assistance (as determined by the appropriate governmental agency) within 6 months of the date Insurance ended due to the trade related termination of their employment; and

3. The Qualified Beneficiary must apply in writing within 60 days after the first day of the month in which they are certified eligible for trade adjustment assistance.

iii. Notice Requirements

1. When the Member becomes insured, the Plan Administrator must inform the Member and Spouse in writing of the right to COBRA continuation.

2. The Qualified Beneficiary must notify the Plan Administrator in writing of Qualifying Event 4 or 6 above within 60 days of the later of:

a. The date of the Qualifying Event; or

b. The date the Qualified Beneficiary loses coverage due to the Qualifying Event.

3. A Qualified Beneficiary, who is entitled to COBRA continuation due to the occurrence of Qualifying Event 2 or 3 and who is disabled at any time during the first 60 days of continuation coverage as determined by the Social Security Administration pursuant to Title II or XVI of the Social Security Act, must notify the Plan Administrator of the disability in writing within 60 days of the later of:

a. The date of the disability determination;

b. The date of the Qualifying Event; or

c. The date on which the Qualified Beneficiary loses coverage due to the Qualifying Event.

4. Each Qualified Beneficiary who has become entitled to COBRA continuation with a maximum duration of 18 or 29 months must notify the Plan Administrator of the occurrence of a second Qualifying Event within 60 days of the later of:

   a. The date of the Qualifying Event; or

   b. The date the Qualified Beneficiary loses coverage due to the Qualifying Event.

5. The Employer must give the Plan Administrator written notice within 30 days of the occurrence of Qualifying Event 1, 2, 3, 5, or 7.

6. Within 14 days of receipt of the Employer's notice, the Plan Administrator must notify each Qualified Beneficiary in writing of the right to elect COBRA continuation.

In order to protect your rights, Members and Qualified Beneficiaries should inform the Plan Administrator in writing of any change of address.

iv. COBRA Continuation Period

1. 18-month COBRA Continuation

   Each Qualified Beneficiary may continue Insurance for up to 18 months after the date of Qualifying Event 2 or 3.

2. 29-month COBRA Continuation

   Each Qualified Beneficiary, who is entitled to COBRA continuation due to the occurrence of Qualifying Event 2 or 3 and who is disabled at any time during the first 60 days of continuation coverage as determined by the Social Security Administration pursuant to Title II or XVI of the Social Security Act, may continue coverage for up to 29 months after the date of the Qualifying Event. All Insured Persons in the Qualified Beneficiary's family may also continue coverage for up to 29 months.

3. 36-Month COBRA Continuation

   If you are a Dependent, you may continue Coverage for up to 36 months after the date of Qualifying Event 1, 4, 5, or 6. Each Qualified Beneficiary who is entitled to continue Insurance for 18 or 29 months may be eligible to continue coverage for up to 36 months after the date of their original Qualifying Event if a second Qualifying Event occurs while they are on continuation coverage.

Note: The total period of COBRA continuation available in 1 through 3 will not exceed 36 months.

4. COBRA Continuation For Certain Bankruptcy Proceedings

   If the Qualifying Event is 7, the COBRA continuation period for a retiree or retiree's Spouse is the lifetime of the retiree. Upon the retiree's death, the COBRA continuation period for the surviving Dependents is 36 months from the date of the retiree's death.

v. Premium Requirements

Insurance continued under this provision will be retroactive to the date insurance would have ended because of a Qualifying Event. The Qualified Beneficiary must pay the initial required premium not later than 45 days after electing COBRA continuation, and monthly premium on or before the Premium Due Date thereafter. The monthly premium is a percentage of the total premium (both the portion paid by the employee and any portion paid by the employer) currently in effect on each Premium Due Date. The premium rate may change after you cease to be Actively at Work. The percentage is as follows:

18 month continuation - 102%

29 month continuation - 102% during the first 18 months, 150% during the next 11 months

36 month continuation - 102%

vi. When COBRA Continuation Ends

COBRA continuation ends on the earliest of:

1. The date the Group Policy terminates;

2. 31 days after the date the last period ends for which a required premium payment was made;

3. The last day of the COBRA continuation period.

4. The date the Qualified Beneficiary first becomes entitled to Medicare coverage under Title XVII of the Social Security Act;

5. The first date on which the Qualified Beneficiary is: (a) covered under another group Eye Care policy and (b) not subject to any preexisting condition limitation in that policy.

H. Your Rights under ERISA

As a participant in this Plan, you are entitled to certain rights and protections under the Employment Retirement Income Security Act of 1974 (ERISA). 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 work-sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) 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 and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and 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.

Continue Group Health Plan Coverage

Continue health care coverage for yourself, spouse or 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 on 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 operate and administer this plan prudently and in the interest of you and 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 copies of 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 a copy of plan documents or the latest annual report 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 you 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. 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 Rights

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, or if you need assistance in obtaining documents from the Plan Administrator, 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 those publications hotline of the Employee Benefits Security Administration

CLAIMS REVIEW PROCEDURES
AS REQUIRED UNDER
EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

The following provides information regarding the claims review process and your rights to request a review of any part of a claim that is denied. Please note that certain state laws may also require specified claims payment procedures as well as internal appeal procedures and/or independent external review processes. Therefore, in addition to the review procedures defined below, you may also have additional rights provided to you under state law. If your state has specific grievance procedures, an additional notice specific to your state will also be included within the group policy and your certificate.

CLAIMS FOR BENEFITS

Claims may be submitted by mailing the completed claim form along with any requested information to:

EyeMed Vision care
4000 Luxottica Place
Mason, Ohio, 45040-8114
(866) 289-0614 phone
(513) 765-6050 fax

NOTICE OF DECISION OF CLAIM

We will evaluate your claim promptly after we receive it.

We will provide you written notice regarding the payment under the claim within 30 calendar days following receipt of the claim. This period may be extended for an additional 15 days, provided that we have determined that an extension is necessary due to matters beyond our control, and notify you, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision. If the extension is due to your failure to provide information necessary to decide the claim, the notice of extension shall specifically describe the required information we need to decide the claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

a. The reasons for our decision.
b. Reference to the parts of the Group Policy on which our decision is based.
c. Reference to any internal rule or guideline relied upon in making our decision, along with your right to receive a copy of these guidelines, free of charge, upon request.
d. A statement that you may request an explanation of the scientific or clinical judgment we relied upon to exclude expenses that are experimental or investigational, or are not necessary or accepted according to generally accepted standards of Eye Care practice.
e. A description of any additional information needed to support your claim and why such information is necessary.
f. Information concerning your right to a review of our decision.

g. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA following an adverse benefit determination on review.

APPEAL PROCEDURE

If all or part of a claim is denied, you may request a review in writing within 180 days after receiving notice of the benefit denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your appeal. There will be no charge for such copies. You may request the names of the experts we consulted who provided advice to us about your claim.

The appeal review will be conducted by the Plan's named fiduciary and will be someone other than the person who denied the initial claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based in whole or in part on a medical judgment, including determinations with regard to whether a service was considered experimental, investigational, and/or not medically necessary, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request.

If your appeal is about urgent care, you may call Toll Free at 877-897-4328, and an Expedited Review will be conducted. Verbal notification of our decision will be made within 72 hours, followed by written notice within 3 calendar days after that.

If your appeal is about benefit decisions related to clinical or medical necessity, a Standard Consultant Review will be conducted. A written decision will be provided within 30 calendar days of the receipt of the request for appeal.

If your appeal is about benefit decisions related to coverage, a Standard Administrative Review will be conducted. A written decision will be provided within 60 calendar days of the receipt of the request for appeal.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

a. The reasons for our decision.
b. Reference to the parts of the Group Policy on which our decision is based.
c. Reference to any internal rule or guideline relied upon in making our decision along with your right to receive a copy of these guidelines, free of charge, upon request.
d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
e. A statement that you may request an explanation of the scientific or clinical judgment we relied upon to exclude expenses that are experimental or investigational, or are not necessary or accepted according to generally accepted standards of Eye Care practice.
f. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

Certain state laws also require specified internal appeal procedures and/or external review processes. In addition to the review procedures defined above, you may also have additional rights provided to you under state law. Please review your certificate for such information, call us, or contact your state insurance regulatory agency for assistance. In any event, you need not exhaust such state law procedures prior to bringing civil action under Section 502(a) of ERISA.

Any request for appeal should be directed to:

Quality Control, P.O. Box 82657, Lincoln, NE 68501-2657.

Your Information. Your Rights. Our Responsibilities.

THIS NOTICE OF PRIVACY PRACTICES ("NOTICE") DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice describes how the Group Divisions of Ameritas Life Insurance Corp. and Ameritas Life Insurance Corp. of New York use and disclose your protected health information, and how we guard that information. We are required to abide by the terms of this notice as long as it remains in effect. We reserve the right to change the terms of this Notice as necessary, and to make a new Notice effective for all protected health information maintained by us. If we do make changes to this Notice, a copy of the new Notice will be placed on our web site at www.ameritas.com and/or sent to you if the changes are material. If you reside in a state whose law provides stricter privacy protections than those provided by HIPAA, we will maintain the privacy of your health information as required by your stricter state law.

how we use or disclose information

We must use and disclose your health information to provide that information:

- To you, or someone who has the legal right to act for you (your personal representative), in order to administer your rights as described in this notice; and
- To the Secretary of the Department of Health and Human Services, if necessary, to see that we are complying with federal privacy law and administrative simplification provisions of HIPAA.

We have the right to use and disclose your health information for your treatment, to pay for your health care, and to operate our business. For example, we typically use your information in the following ways:

- **For Payment.** We may use or disclose health information to collect premiums due to us, to determine your coverage, or to process claims for health care services you receive. For example, we may tell a provider whether you are eligible for coverage and what percentage of the bill may be covered.
- **For Treatment.** We may use or disclose health information to aid in your treatment or the coordination of your care. For example, we may disclose information to your provider to help them provide health care services to you.
- **For Health Care Operations.** We may use or disclose health information as necessary to operate and manage our business activities related to providing and managing your health care coverage. For example, we may use health information for operational activities such as quality assessment and improvement.
- **For Plan Sponsors.** If your coverage is through an employer sponsored group health plan, we may share summary health information and enrollment and disenrollment information with the plan sponsor. In addition, we may share other health information with the plan sponsor for plan administration purposes if the plan sponsor agrees to special restrictions on the use and disclosure of the information in accordance with federal law.

We may use or disclose your health information for the following purposes under limited circumstances:

- **As Required by Law.** We may disclose information about you if state or federal laws require it.
- **To Persons Involved With Your Care.** We may use or disclose your health information a person involved in your care or who helps you pay for your care, such as a family member or close personal friend, when you are incapacitated, emergency situations, or when you agree or fail to object when given the opportunity. If you are unavailable or unable to object, we will use our best judgment to decide if the disclosure is in your best interests.
- **To Law Enforcement.** We may disclose your health information to a law enforcement official to provide limited information to locate a missing person or report a crime.
- **To Correctional Institutions or Law Enforcement Officials.** We may disclose your health information if you are an inmate of a correctional institution or under the custody of law enforcement, but only if necessary for the institution to provide you with health care; to protect your health and safety, or the health and safety of others; or for the safety and security of the correctional institution.
- **To Avoid a Serious Threat to Health or Safety** to you, another person, or the public. For example, we may disclose information to a public health agency or law enforcement in the event of a natural disaster.
- **For Public Health Activities** such as reporting disease outbreaks to a valid public health authority.
- **For Reporting Victims of Abuse, Neglect, or Domestic Violence** to government authorities that are authorized by law to receive such information, including a social services or protective service agencies.
- **For Health Oversight Activities** to a health oversight agency for activities authorized by law, such as licensure, governmental audits, and fraud and abuse investigations.
- **For Judicial or Administrative Proceedings** to respond to a court order, search warrant, or subpoena.
- **For Specialized Government Functions** such as national security and intelligence activities, the protective services for the President and others, or if you are a member of the military, as required by the armed forces.
- **To Business Associates** that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. Our business associates are required, under contract with us and federal law, to protect the privacy of your information and are not allowed to use or disclose any information other than allowed by the contract and federal law.
- **For Workers' Compensation** as authorized by, or to the extent necessary to comply with, state workers' compensation laws that govern job-related injuries or illness.

- **To Provide Information Regarding Decedents.** We may disclose information to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.
- **For Cadaveric Organ, Eye, or Tissue Donation.** We may disclose information to entities that handle procurement, banking, or transplantation of organs, eyes, or tissue to facilitate donation and transplantation.

Except for uses and disclosures described and limited as explained in this notice, we will use and disclose your health information only with written permission from you. We will not share your personal information for marketing purposes or sell your personal information unless you give us written permission to do so.

our responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this Notice, and give you a copy of it.
- We will not use or share your information other than as described in this Notice, unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing at the contact information below if you change your mind.

your rights

- **Right to Inspect and Copy.** You have the right to inspect and copy certain protected health information that may be used to make decisions about your plan benefits. Your request must be in writing and submitted to the Ameritas Privacy Office at the contact information below. We will usually provide access to your protected health information within 30 days of receiving the request. We reserve the right to charge a fee for the costs of copying, mailing, or other supplies associated with your request. You may also ask your providers for access to your records. We may deny your request in very limited circumstances. If we deny your request to inspect or obtain a copy of your protected health information, we will inform you in writing of the reason(s) within 30 days.
- **Right to Amend.** You have the right to request that we amend, correct, or delete your protected health information in our records if you believe that it is inaccurate or incomplete. Your request must be in writing and sent to the Ameritas Privacy Office at the contact information below. In addition, you must provide a reason that supports your request. We will respond to your request in writing within 30 days. We may deny your request for an amendment if it is not in writing, or does not include a reason to support the request. If we deny your request, we will communicate the reason(s) for denial. If we deny your request, you have the right to file a written statement of disagreement and any future disclosures of the disputed information will include your statement.
- **Right to Request Confidential Communication.** You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. Your request must be in writing and submitted to the Ameritas Privacy Office at the contact information below. We will consider all reasonable requests, and must say "yes" if you tell us you would be in danger if we do not.
- **Right to an Accounting of Disclosures of Your Protected Health Information.** You have the right to receive a list of the times we've shared your health information for up to six years prior to the date you ask, who we share it with, and why. Your request must be in writing and submitted to the Ameritas Privacy Office at the contact information below. We will include all the disclosures, except those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We will provide one accounting a year for free, but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- **Know the Reasons for an Unfavorable Underwriting Decision.** You have the right to know the reason(s) for an unfavorable underwriting decision. Your request must be in writing, and must be asked for within 90 days from when the adverse underwriting decision is sent. We will respond within 21 days. Previous unfavorable underwriting decisions may not be used as a basis for future underwriting decisions unless we make an independent evaluation of basic facts. Your genetic information cannot be used for underwriting purposes.
- **Ask Us to Limit the Information We Share.** You can send us a written request at the contact information below to not use or share certain health information for treatment, payment, or health care operations. We are not required to agree to these requests.
- **Get a Copy of this Privacy Notice.** You can ask us for a paper copy of this Notice at any time, even if you have agreed to receive the Notice electronically. We will provide you with a paper copy promptly.

exercising your rights

- Submitting a Written Request. If you have any questions about this Notice, want more information about exercising your rights, or want to obtain an authorization form please contact us at: The Privacy Office, Attn. HIPAA Privacy, P.O. Box 82520, Lincoln, NE 68501-2520, e-mail us at privacy@ameritas.com, or call 1-800-487-5553
- Filing a Complaint. If you believe your privacy rights have been violated, you may file a complaint with us at the contact information listed above. You may also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C., 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/. We will not retaliate against you for filing a complaint.

This revised notice is effective 9/30/17.