# DeltaVision® Handbook

Delta Dental Of Wisconsin



EyeMed

DELTA DENTAL®

# DeltaVision Contact Information

## Benefits & Information

Contact EyeMed's Customer Care Center for questions concerning benefits, claims payments, and ID cards.

Toll-free: 844-848-7090
EyeMed Hours: Monday-Saturday 7 a.m. to 10 p.m. (CT) Sunday 10 a.m. to 7 p.m. (CT)

## Provider Locations

For a list of the most convenient EyeMed Vision Care provider locations, members may visit the Delta Dental website, or the EyeMed Vision Care website, or call EyeMed customer service (number and hours listed above).

Delta Dental: www.deltadentalwi.com/provider-search/vision
EyeMed: www.Eyemedvisioncare.com/locator

# Table of Contents

DeltaVision Contact Information ..... Inside Cover
Welcome ..... 2
Definitions ..... 3
Filing Claims ..... 4
Applicability of Allowances ..... 5
Covered Vision Procedures ..... 5
Exclusions ..... 5
Eligibility ..... 6
Continued Coverage ..... 8
Wyssta's Liability ..... 10
Grievance Procedures ..... 10
Notice of Legal Action ..... 12

# Welcome

DeltaVision is offered through Wyssta Insurance Company, Inc., a wholly-owned subsidiary of Delta Dental of Wisconsin, Inc. Claims processing, claims service and network administration for DeltaVision are handled through an agreement with EyeMed Vision Care, LLC.

Wyssta Insurance Company, Inc. has been selected by Your employer to provide Your group vision coverage. We are pleased to bring these important Benefits to You and any Dependents You have enrolled for coverage.

It is important for You to read this Vision Benefit Handbook with the Summary of Benefits page inserted. The Summary of Benefits lists the specific Benefits of Your group vision coverage. Together, the Vision Benefit Handbook and the Summary of Benefits comprise Your Certificate of insurance.

This Certificate is not the insurance policy. It is merely evidence of insurance provided under the Contract between Wyssta and Your employer. All Benefits are paid according to the terms, conditions, and provisions of Your Group's Contract. This Certificate describes the essential features of such insurance. This Certificate replaces and supersedes all Certificates, endorsements, and riders that we may have previously issued to You prior to the effective date of this Certificate.

The Contract issued to Your employer is the complete document of insurance and governs all claims processing. It will serve as Wyssta's primary resources when answering questions regarding Your vision claims. You may examine Your Group's Contract any time by contacting Your employer or Wyssta during normal business hours.

All claims are settled based on a specific methodology. The eligible amount of a claim may be less than the provider's billed charge.

If a clerical error or other administrative mistake occurs, that error will not deprive You of coverage under the policy that You would otherwise have had. A clerical error or other administrative mistake also will not create coverage that does not otherwise exist under the policy.

# Definitions

**"Allowance"** means the amount or percentage shown in the Summary of Benefits for vision Benefits that Wyssta will pay toward the applicable vision service or product provided.

**"Benefit"** means those vision Benefits that are covered by Wyssta under the terms of Your Group's Contract as specified in the Summary of Benefits.

**"Certificate"** means the Vision Benefit Handbook and Summary of Benefits issued to a Subscriber insured through the Group. The Certificate outlines the Benefits provided by Your Group's Contract.

**"Contracted Vision Provider"** means a vision care provider who has entered into an agreement to provide vision Benefits through Wyssta to Subscribers and Covered Dependents.

**"Copayment"** means the dollar amount or percentage shown in the Summary of Benefits that You are required to pay directly to a Contracted Vision Provider or a Noncontracted Vision Provider for each service or product received that is a Benefit under the Contract, as specified in the Summary of Benefits. The Copayment is applied to the fee for Benefits that Wyssta contracts with the Contracted Vision Provider to pay or to the Allowance for Benefits, whichever is applicable.

**"Covered Dependent"** means a Dependent who (a) is listed in the documents necessary for coverage under the Contract, (b) has been accepted by Wyssta for coverage, and (c) for whom the appropriate Premium has been paid.

**"Dependent"** means a person who has satisfied the criteria for eligibility listed in Your Group's Contract.

**"Eligible Employee"** means an employee or member of the Group who has satisfied the criteria for eligibility listed in Your Group's Contract.

**"Grievance"** means any dissatisfaction with the administration, claims practices, or provision of services by Wyssta that is expressed in writing by or on behalf of a Subscriber or Covered Dependent.

**"Group"** means the employer, association, union or other organization contracting with Wyssta to provide Benefits to its Eligible Employees or members and their Dependents, if applicable.

**"Master Group Contract"** or **"Contract"** means the group vision insurance policy issued by Wyssta to the Group in which Wyssta agrees to provide vision Benefits to Subscribers and Covered Dependents. The Contract includes the group application, the Declarations, the Master Group Contract, and any attached addenda, appendixes, endorsements, schedules or riders.

**"Noncontracted Vision Provider"** means a vision care provider who has not entered into an agreement to provide vision Benefits through Wyssta to Subscribers and Covered Dependents.

**"Open Enrollment Period"** means an enrollment period during which time any Eligible Employees and/or Dependents may apply to become a Subscriber and/or Covered Dependent, and existing Subscribers may apply to change to another provider network or coverage option, if available, or elect to terminate coverage.

**"Premium"** means the total monthly fee due for this Contract. The Premium will be based on the Rate and the number of Subscribers.

**"Rate"** means the monthly fee required for each Subscriber in accordance with the terms of Your Group's Contract.

**"Subscriber"** means an Eligible Employee or member of the Group who (a) has completed and signed the documents necessary for coverage under the Contract, (b) has been accepted by Wyssta as a Subscriber, and (c) for whom the appropriate Premium has been paid.

**"Summary of Benefits"** is a listing of the specific Benefits and Benefit limitations for vision Benefits provided under the terms of Your Group's Contract. The Summary of Benefits is provided as an insert with the Vision Benefit handbook.

**"Urgent Care Grievance"** means any dissatisfaction with the administration or claims practices of or provision of services by Wyssta that requires immediate attention. Such Grievance must be delivered in writing to Wyssta. See the Grievance Procedures section of this Vision Benefit Handbook.

**"Wyssta"** means Wyssta Insurance Company, Inc.

**"You"** and **"Your"** means the Subscriber.

# Filing Claims

## Using a Contracted Vision Provider

Follow these simple steps to access Your network vision Benefits:

1. Present Your employee identification card to Your provider or provide Your name, address and date of birth
2. Your provider will confirm Your eligibility as a DeltaVision member
3. You will receive services and Your provider will calculate any out-of- pocket expenses after the Benefit has been applied. You are responsible for any out-of- pocket expenses at the time of service
4. Your provider takes care of the rest.

## Using a Noncontracted Vision Provider

When You visit a non-network vision provider You may file a claim as follows:

1. Pay in full for services and materials to Your Noncontracted Vision Provider at the time of service
2. Request an itemized receipt from Your provider
3. Contact EyeMed via phone or website to obtain a claim form
4. Submit the total claim on the EyeMed claim form, attaching the itemized receipt
5. You will be reimbursed by EyeMed at non-network DeltaVision plan Benefit levels

# Applicability of Allowances

Vision Benefit Allowances are available for a single application toward the cost of vision services and materials covered under this plan. Any Allowance balance remaining may not be applied to any other services.

# Covered Vision Procedures

Only vision procedures indicated as Benefits on Your Summary of Benefits insert are covered under Your Group's Contract.

Covered vision Benefits are subject to the limitations described in the Summary of Benefits insert and the exclusions outlined in this Vision Benefit Handbook. Wyssta will pay up to the Allowance shown in the Summary of Benefits for vision Benefits and You will be responsible for any remaining amount.

You will also be responsible for any vision care products and services that are not Benefits under the Contract regardless of whether the vision care services were provided by a Contracted Vision Provider or a Noncontracted Vision Provider.

# Exclusions

1. Any vision procedures, supplies, treatment, or any other services, as applicable, provided or commenced prior to the effective date of the Subscriber's or Covered Dependent's coverage under the Contract
2. Any vision procedures, supplies, treatment, or any other services to treat injuries or conditions compensable under worker's compensation or employer's liability laws
3. Charges for completion of forms
4. Charges for consultation
5. Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing
6. Aniseikonic lenses
7. Medical and/or surgical treatment of the eye, eyes, or supporting structures
8. Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under this Contract
9. Plano nonprescription lenses and nonprescription sunglasses
10. Benefits combined with any discount, promotional offering, or other group benefit plans

11. Lost or broken materials

12. Two pairs of glasses in lieu of bifocals (does not apply to Primary-Plus plan members or Preferred-Plus plan members)

13. Any vision procedures, supplies, treatment, or any other services, as applicable, except as provided in the Summary of Benefits

14. Vision procedures not specifically covered under this Contract

# Eligibility

## Covered Employee

You are eligible for coverage under Your Group's Contract while You are a regular employee of the Group who averages the number of hours as determined by the Group's Contract and who has completed any waiting period indicated on the Summary of Benefits.

You may also be covered by Your Group's Contract if You no longer meet these conditions but have elected to continue coverage as described in the Continued Coverage (COBRA) section of this Vision Benefit Handbook.

## Covered Dependents

If You are enrolled for family coverage, the following persons may be covered under Your Group's Contract as Your Dependents:

1. Your lawful spouse

2. Your children including step and adopted children and children placed for adoption with You, who are less than 26 years of age

3. Your children's children until Your child reaches age 18

4. Notwithstanding 1, 2 and 3 above, Your adult Dependent children, including step-children and adopted children and children placed for adoption with You may be covered under this policy if the adult child satisfied all of the following:

    a. The child is a full-time student, regardless of age; and

    b. The child was under 26 years of age when he or she was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was attending, on a full time basis, an institution of higher learning; and

    c. The child re-enrolled as a full-time student within 12 months of returning from active duty.

5. A Dependent child over age 26 who is financially dependent on the Eligible Employee because of physical or mental incapacity that commenced while covered under this policy and prior to the Dependent child reaching age 26, provided a physician's certificate of disability is submitted within six months following

the Dependent child's 26th birthday. Wyssta reserves the right to request proof of continued disability from time to time, but not more than annually after the two-year period immediately following the Dependent child's attainment of the limiting age.

Dependents in military service are not covered by Your Group's Contract.

Dependents no longer meeting the above requirements because of divorce or separation from an Eligible Employee, or the end of a child's dependency status may elect to continue coverage. Please see the Continued Coverage (COBRA) section of this Vision Benefit Handbook.

## Effective Dates of Coverage

You are covered by Your Group's Contract beginning on the first day the Contract becomes effective or as determined by Your Group's Contract.

Your Eligible Dependents are covered beginning on the first day You become covered under Your Group's Contract If You elect coverage for them. A newborn is covered at birth and coverage continues for 60 days. If an additional Premium is required to cover the newborn, You must make written request to Wyssta and pay the required Premium within 60 days of the birth. You may, however, request coverage for a newborn after the 60-day period but within one year of the birth provided, however, that You pay any required Premium including an interest rate of 5.5%. If You adopt a child, coverage begins on the day the child is adopted, placed for adoption, or on the day of the final order granting adoption, whichever comes first. Changes in enrollment due to birth or adoption must be received by Wyssta within 60 days of the birth or adoption.

An Eligible Employee who waived coverage because he/she was covered under other insurance may elect coverage to be effective on the first day of the month following the loss of such other coverage. The Eligible Employee must apply for such change in coverage within 30 days of the event causing the loss of the other coverage.

## Changes in Coverage

You may change Your enrollment in this vision plan if You experience a qualifying event such as a change in marital status, the acquisition of a Dependent, or the loss of coverage through your spouse's plan. The enrollment change will be effective the first of the month following the qualifying event. Notification of this enrollment change must be received by Wyssta within 30 days of the qualifying event.

You may change Your enrollment without a qualifying event if You contribute toward Your Premium and if an Open Enrollment Period is offered by the Group. Elective coverage changes can be considered by Wyssta only at that time.

## Notices

Notice to Your employer or Wyssta will be considered sufficient if mailed to each party's regular office address. Notices to You, as a Subscriber, will be considered sufficient if mailed to Your last known address or the last known address of Your Group. It is the responsibility of Your Group to notify You regarding changes or termination of Your coverage.

### Termination of Coverage

Your coverage and that of Your Covered Dependents ceases on the day You or Your Covered Dependents are no longer eligible or the day Your Group's Contract is terminated.

If You or Your Dependents lose eligibility under the plan, You or Your Dependents may elect to continue coverage as described in the Continued Coverage (COBRA) section of this Vision Benefit Handbook.

# Continued Coverage

Under Title X of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), if You are part of an employer group of more than 20 employees, You ("Qualified Beneficiaries") are permitted to elect continuation of vision coverage under this Contract upon the occurrence of any of the following "Qualifying Events":

Subscriber:

1. Termination of employment, voluntary or involuntary, except for reasons of gross misconduct; or
2. Reduction in hours to less than the minimum required to be an Eligible Employee under this Contract.

### Covered Dependents

1. If you are the Subscriber's spouse:
    a. Death of Subscriber; or
    b. Termination of Subscriber's employment, except for reasons of gross misconduct; or
    c. Reduction of Subscriber's hours to fewer than the minimum required for eligibility for coverage under this Contract; or
    d. Divorce or legal separation from Subscriber; or
    e. Subscriber's Medicare entitlement.
2. If you are the Subscriber's child:
    a. Child ceases to be a Dependent; or
    b. Death of Subscriber; or
    c. Termination of Subscriber's employment, except for reasons of gross misconduct; or
    d. Reduction in Subscriber's hours to less than the minimum required to be eligible as a Subscriber under this Contract; or
    e. Subscriber becomes entitled to Medicare; or
    f. Parents become divorced or legally separated.

Your Group must provide notice to You of Your right to elect COBRA continuation coverage.

If Your coverage is terminated due to divorce, legal separation or cessation of eligibility for coverage, You must provide Your Group notice of such event within 60 days of its occurrence.

An election of continuation coverage must be made within 60 days beginning on the later of the date of Qualifying Event or the day You receive notice of election rights. The COBRA election by You is deemed an election by all others who would lose coverage as a result of the same Qualifying Event unless otherwise specified in the election or the Covered Beneficiary independently elects COBRA continuation coverage.

If election of COBRA continuation coverage is timely, the coverage begins on the date of the Qualifying Event and ends on the earlier of:

1. 18 months after the Subscriber's employment termination or reduction in hours

2. 29 months after the Qualifying Event for (a) a Qualified Beneficiary who is determined to be disabled under the Social Security Act at any time during the first 60 days of COBRA coverage and who notifies the Group of such determination within the first 18 months of COBRA coverage; and for (b) any nondisabled Qualified Beneficiaries with respect to the same Qualifying Event

3. For Qualified Beneficiaries other than the Subscriber, 36 months after the date of the initial Qualifying Event for all other Qualifying Events

4. The date on which the Qualified Beneficiary receiving continuation in coverage fails to make a timely payment of Premium. Wyssta will not reinstate COBRA continuation coverage once terminated for nonpayment of Premium

5. The date on which the Group ceases to offer this Contract to any of its employees or members

6. The date on which coverage begins under another vision plan. However a person who has elected COBRA continuation coverage and whose new plan contains a pre-existing limitation clause can maintain COBRA continuation coverage until all pre-existing limitations under the new plan are satisfied.

7. The date the Qualified Beneficiary becomes entitled to Medicare benefits

The first Premium must be paid to the Group within 45 days of the election of COBRA continuation coverage. Future Premium payments must be paid by the first day of each month.

Under ERISA Section 602(3), premium for a Qualified Beneficiary will not exceed 102% of the single, family, or other applicable monthly Rate in effect for the group, except that the premium for a Qualified Beneficiary who becomes disabled during the first 60 days of COBRA coverage will be 150% of the single, family, or other applicable monthly Rate in effect for the group during months 19 through 29 of COBRA coverage.

If You have any questions about continued vision coverage, the human resources department at Your company should be able to assist You.

# Wyssta's Liability

In no instance is Wyssta liable for any conduct, including but not limited to tortious conduct, negligence, or wrongful acts or omissions by any service provider or other professional practitioner or their agents or employees in the provision or receipt of health care. In no instance is Wyssta liable for services of facilities that, for any reason, are unavailable to You.

# Grievance Procedures

## How to Contest a Claim Denial

### Urgent Care Situations:

***Method of Notification.*** Notice of an Urgent Care Grievance will be accepted by Wyssta if made by You in writing, in person, or by telephone directed to:

Wyssta Insurance Company, Inc.
P.O. Box 85
Stevens Point, WI 54481
888-838-4875

***Resolution Process.*** If the Urgent Care Grievance cannot be resolved through informal discussions, consultations or conferences during the first 48 hours after Wyssta's receipt of the Urgent Care Grievance, You may appear before Wyssta's Grievance committee to present written or oral information with the right to ask questions before the Grievance committee.

***Time Limitation for Resolution.*** An Urgent Care Grievance will be resolved, whether informally or by the Grievance committee, within 72 hours of its receipt by Wyssta.

### All Other Grievance Situations Not Including Urgent Care:

***Denial of a Claim for Benefits.*** If a Subscriber or Covered Dependent makes a claim for Benefits under this Contract and the claim is denied in whole or in part, You will receive written notification within 30 days after Wyssta receives the claim, unless special circumstances require an extension of time for processing. The claims decision will be sent on a form entitled "Explanation of Benefits".

If additional time is necessary for processing a claim for Benefits, Wyssta will notify You of the extension and the reason it is necessary within the initial 30-day period. If an extension is needed because either You or Your provider did not submit information necessary to make a Benefits determination, the notice of extension will describe the required information. You or Your provider will have 45 days from receipt of the notice to provide the specified information.

***Appealing a Claim Denial.*** If You have questions about the denial of Your claim for Benefits, You should contact EyeMed Vision Care, LLC at 866-723-0513. Because most questions about Benefits can be answered informally,

Wyssta encourages You to first try to resolve any problem by talking with EyeMed. However, You have the right to file an appeal requesting that Wyssta formally review the Benefits determination.

To file a Grievance or to appeal a Benefits determination, contact Wyssta's Benefit Services Department at 888-838-4875 or mail Your request to:

Wyssta Insurance Company, Inc.
P.O. Box 85
Stevens Point, WI 54481

You should provide the reasons why You disagree with Wyssta's Benefits determination and include any documentation you believe supports Your claim. You should include Your name, and the employee's name and employee's member number on all supporting documents.

***Resolution Procedure.*** Wyssta will acknowledge the Grievance or Benefits determination appeal within 5 days of its receipt by Wyssta. Wyssta will attempt to resolve the Grievance or Benefits determination appeal through informal discussions, consultations or conferences. In the event that the Grievance or appeal remains unresolved, You have the right to appear before Wyssta's Grievance committee to present written or oral information and to question the Grievance committee. The committee shall advise You of the time and place of the meeting at least 7 calendar days before the meeting.

If You do not exhaust the appeal procedures described above, and if You file a lawsuit against the Group's vision plan and/or Wyssta seeking payment of Benefits, the court may not permit You to go forward with Your lawsuit because You failed to utilize Wyssta's Grievance/claims appeal procedures. No legal action can be brought against Wyssta more than 3 years after the date of the Grievance committee's final decision on the review of the Benefits determination.

***Time Limitations for Resolution.*** Wyssta will attempt to resolve all Grievances within 30 calendar days after receipt by Wyssta. Wyssta will inform You of its decision in writing. If the Grievance is denied in whole or in part, the notice will include the following information:

1. The specific reasons(s) for the denial of the appeal

2. The reference to the specific Contract provision(s) on which the denial is based

3. A statement that You are entitled to receive, upon request, and free of charge, reasonable access to, and copies of all documents, records, and information relevant to the claimant's claim

4. A statement describing any voluntary appeal procedures offered by Wyssta and the claimant's right to obtain information about such procedures, and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA

5. If an internal processing policy or other similar criterion was relied upon in the denial of the appeal, the notice of such denial also will include either the specific processing policy or a statement that such processing policy was relied upon in denying the appeal and that a copy of that processing policy will be provided free of charge to You upon request

6. If the denial of the appeal was based on necessity, experimental treatment or similar exclusion or limit, the notice of such denial also will include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Contract to Your circumstances, or a statement that such explanation will be provided free of charge upon request

If the Grievance cannot be resolved within 30 days from receipt by Wyssta, Wyssta will notify You in writing that it intends to extend the period of time for resolution an additional 30 days. The notification will state when resolution may be expected and the reasons for the additional time needed.

All Grievances will be resolved within 60 days from the date of receipt by Wyssta.

Wyssta's Grievance committee will consist of four persons: a consultant chosen by Wyssta, a representative of Wyssta management, Wyssta's claim administrator, and a Subscriber in a Wyssta plan who is not a Wyssta employee.

You may resolve any Grievance through Wyssta's Grievance procedure outlined above.

# Notice of Legal Action

No legal action can be brought against Wyssta until at least 60 days after proof of loss has been furnished as required by the policy or such proof of loss has been waived, or Wyssta has denied payment, whichever is earlier.

If you have any questions, please contact our office:

Wyssta Insurance Company, Inc.
P.O. Box 85
Stevens Point, WI 54481
888-838-4875 or 715-344-6087

Delta Dental of Wisconsin
P.O. Box 828
Stevens Point, WI 54481
www.deltadentalwi.com
800-236-3712




BR215-1802