

KING'S

COLLEGE



WILKES-BARRE, PENNSYLVANIA 18711

SUMMARY PLAN DESCRIPTION



**VISION BENEFITS OF AMERICA (VBA)
VISION PLAN GROUP NO. 2433**

WELCOME TO THE VISION BENEFITS OF AMERICA VISION PLAN

This booklet describes, in general, the main features of the Vision Benefits of America Vision Plan. Complete terms and conditions are set forth in the Agreement between Vision Benefits of America and the Plan Sponsor. The Plan is a fully insured Vision Plan and the administration is provided through Vision Benefits of America, 300 Weyman Plaza, Suite 400, Pittsburgh, PA 15236-1588

The funding is derived from contributions made by King's College and the eligible employees, if applicable. The Plan is insured.

This booklet has been prepared to meet the Summary Plan Description requirements of the Employee Retirement Income Security Act (ERISA) of 1974. The benefits provided under the Plan are subject to the terms and conditions of the group insurance contract issued by Vision Benefits of America, 300 Weyman Plaza, Suite 400, Pittsburgh, PA 15236-1588.

Name of Plan

King's College – Vision Plan.

Employer and Plan Sponsor

King's College
133 North River Street
Wilkes-Barre, PA 18711
(570) 208-5962

Plan Administrator

Vision Benefits of America (VBA)
300 Weyman Plaza, Suite 400
Pittsburgh, PA 15236-1588

Claims Administrator

Vision Benefits of America (VBA)
300 Weyman Plaza, Suite 400
Pittsburgh, PA 15236-1588

Employer Identification Number

24-0804602

Plan Number

513

Participants

The benefits in this summary apply to eligible Participants of King's College.

Contributions

The funding is derived from contributions made by King's College and the eligible employees, if applicable. The Plan is insured.

Plan Sponsor Contact Information

The company office to contact about coverage is:

King's College
133 North River Street
Wilkes-Barre, PA 18711
(570) 208-5962

VBA Plan Contact Information

Vision Benefits of America address, telephone, and website are as follows:

Address:

Vision Benefits of America (VBA)
300 Weyman Plaza, Suite 400
Pittsburgh, PA 15236-1588

Customer Service Phone:

1-800-432-4966

Website: www.visionbenefits.com

Plan Effective Date

Group Effective Date: 07-01-2007

Benefit Schedule Effective: 07-01-2007

Statement of ERISA Rights

The following statement of rights under ERISA is provided as required by regulation issued by the Department of Labor and is in the form suggested by the Department.

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

Examine, without charge at the Plan Administrator's office and at other specified locations all Plan documents including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all documents and other Plan information upon written request to the Plan Administrator. 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. This will be posted in a centralized location within King's College.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee Benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in anyway to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or part, you must receive a written explanation of the reason for denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 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 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). If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in the telephone directory or the Division of Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, DC 20210.

Agent For Service of Legal Process on the Plan

King's College
133 North River Street
Wilkes-Barre, PA 18711
(570) 208-5962

Privacy of Health Information

Effective April 14, 2004, the receipt, use and disclosure of protected health information (PHI) is governed by regulations issued under the Health Insurance Portability and Accountability Act (commonly referred to as "HIPAA"). In accordance with these regulations, the Plan Administrator, certain Employees working with, and on behalf of the Plan and the Plan's business associates may receive, use and disclose protected health information in order to carry out the payment, treatment and health care operations of the Plan. These entities and individuals may use protected health information for such purposes without your authorization. If protected health information is used or disclosed for any other purpose (other than as specifically required or authorized under HIPAA), the Plan must first obtain your written authorization for such disclosure, in accordance with that information and the HIPAA regulations.

DISCOUNT PROGRAMS

Discount programs associated with the VBA Vision Plan are:

- **Laser Vision Correction:** Discount off of prevailing fees at **TLC Laser Eye Centers**
 - **For more information contact:** 1-877-PLAN-TLC (1-877-752-6852)

- **Hearing Aid Program:** Discount off of prevailing fees through **TruHearing**
 - **For more information contact:** 1-800-440-3544

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VISION BENEFITS OF AMERICA VISION PROGRAM

SECTION I: ELIGIBILITY

ELIGIBILITY DETERMINATION

For purposes of this plan, eligible Participants shall be defined as:

- All Participants which are enrolled by the Plan Sponsor with VBA.
- New Participants shall be added the first day of the calendar month upon meeting the eligibility requirements.
- Terminating Participants shall be dropped from the plan on the last day of the month in which their employment/membership terminates or end of the calendar for certain qualified ineligible dependents.

DEPENDENTS

At the direction of the Plan, to be eligible to enroll as a Dependent, a person must be:

- a) The spouse; or
- b) the Participant's or Participant's Spouse's unmarried child(ren) including: newborn children, stepchildren, children legally placed for adoption, legally adopted children, handicapped individuals and children covered under court order (legal documentation may be required).

Each eligible Dependent Child Participant is covered from birth until: (a) the end of the calendar year in which he reaches his 19th birthday, (b) the end of the month in which he marries, becomes employed full time, discontinues Full Time Student status or ceases to be an eligible dependent. Eligibility shall continue past the limiting age for unmarried children who are unable to work to support themselves due to mental retardation, physical handicap, Mental Illness, or developmental disability if such disability commenced while the child was a validly enrolled Dependent on the parent's policy; the child has been continuously enrolled since the commencement of the disability and has been certified as disabled by the Plan.

Unmarried Dependent Full Time Student Participants will be covered to end of the calendar year in which they turn age 25, provided they maintain Full Time Student status. If the unmarried Dependent Full Time Student Participant discontinues Full Time Student status any time between the ages of 19 and 25, the coverage will end the last day of the month in which the Full Time Student status is discontinued.

At the direction of the Plan, coverage of a newborn child of a Participant, a newborn adopted child of a Participant or a newborn child placed for adoption of a Participant is effective at the time of birth and shall automatically extend for a period of thirty-one (31) days following birth. The adoptive child shall be treated the same as any other Dependent under the Agreement.

The Participant shall have the right, within the thirty-one (31) day period following the birth, adoption, or placement for adoption, to continue coverage for the child beyond the thirty-one (31) day period by enrolling the child as a Dependent with the Plan. The covered eligible Employee is required to enroll the child by filling out and signing an enrollment application within the thirty-one (31) day period. The Participant must pay any required premiums associated with the vision coverage.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

If a Qualified Medical Child Support Order (QMCSO) issued in a domestic relations proceeding (e.g., a divorce or legal separation proceeding) requires you, as a parent, to cover a child who is not in your custody, you may do so. To be qualified, a Qualified Medical Child Support Order must include:

- Name and last known address of the parent who is covered under this Plan;
- Name and last known address of each child to be covered under this Plan;
- Type of coverage to be provided to each child; and
- Period of time the coverage is to be provided.

QMCSO's should be sent to the Plan Administrator. The Plan Administrator will notify you of the acceptance or denial of the order. If the order is qualified, your Child(ren) will be enrolled under the Plan. As a Participant covered under the Plan, your Child(ren) will be entitled to information that the Plan provides to other Participants.

OPEN ENROLLMENT

During the Annual Open Enrollment Period, eligible Participants of the Plan may enroll with the King's College Vision Plan without a waiting period, exclusion, or limitation based on health status or, if already enrolled, may change the coverage level or terminate from the plan.

Benefit choices made during the Annual Open Enrollment Period will become effective July 1 of the next Plan Year and remain in effect through the Plan Year unless there is a change in family status during the Plan Year. Changes in family status events include the following:

- Birth
- Death
- Adoption
- Marriage
- Divorce
- Spouse's Loss of coverage due to loss of employment

A Participant who does not elect a change during Annual Open Enrollment Period will automatically retain his/her present coverage.

Participants will receive detailed information regarding Annual Open Enrollment Period from the Employer.

During Annual Open Enrollment Period, a Dependent's coverage will take effect on July 1 of the next plan year, provided the Eligibility Requirements are met; the Participant is covered under the Plan; and all Enrollment Requirements are met within thirty-one (31) days of July 1.

SECTION II: SERVICES FROM VBA PARTICIPATING DOCTORS

VISION EXAMINATION

A complete analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities:

Each covered Participant shall be entitled to a vision examination once each 12 months as outlined on the benefit schedule.

MATERIALS

Where the vision examination indicates that new lenses or frames or both are necessary for the proper visual health and welfare of a Participant they will be supplied together with such professional services as are necessary which shall include, but not be limited to:

- Prescribing and order proper lenses
- Assisting with the selection of a frame
- Verifying the accuracy of the finished lenses
- Proper fitting and adjustment of the spectacles

LENSES

The VBA Participating Doctor will order the proper lenses necessary for the patient's visual welfare. Each Participant is entitled to new lenses once each 12 months as outlined on the benefit schedule.

FRAMES

New frames will be provided once each 12 months as outlined on the benefit schedule.

If a Participant wishes to select a more expensive frame, the Participant will pay for the cost difference after the maximum frame allowance.

CONTACT LENSES—LIMITATIONS

- **Medically Necessary**

Contact lenses are furnished under the VBA plan only when the examining doctor secures prior approval for any of the following conditions:

- Following cataract surgery
- To correct extreme visual acuity problems that cannot be corrected with spectacle lenses
- Certain conditions of Anisometropia
- Keratoconus

When the VBA Participating Doctor receives prior approval for such cases, they are covered under the VBA's UCR basis.

- **Cosmetic**

When the participant chooses contact lenses for reasons other than those mentioned above, VBA will make an allowance toward their cost of \$150. This is in lieu of those benefits described in Article II of this document. Cosmetic lenses will be provided once every 12 months.

SCHEDULE OF BENEFITS FOR A PARTICIPATING DOCTOR

PROFESSIONAL FEES:	PLAN REIMBURSES
<ul style="list-style-type: none"> • Vision Exam 	100%
MATERIALS	
\$10.00 Co-payment for Lenses and/or Frames <i>(does not apply to exam or contacts)</i>	PAIR
<ul style="list-style-type: none"> • Single Vision Lenses 	100%
<ul style="list-style-type: none"> • Bifocal Lenses 	100%
<ul style="list-style-type: none"> • Blended "No-Line" Bifocal Lenses 	100%
<ul style="list-style-type: none"> • Trifocal Lenses 	100%
<ul style="list-style-type: none"> • Progressive Lenses <i>(Progressive Lenses typically retail from \$100-\$300, depending on lens options. VBA's controlled costs generally range from \$45-\$130)</i> 	Controlled Cost
<ul style="list-style-type: none"> • Lenticular Lenses 	100%
<ul style="list-style-type: none"> • 1 yr Scratch Protection 	100%
<ul style="list-style-type: none"> • Polycarbonate Lens Materials 	100%
<ul style="list-style-type: none"> • Frame <i>(\$50.00 Wholesale Allowance; Approx. \$100-\$135 Retail)</i> 	100%
CONTACT LENSES <i>(includes the vision exam allowance)</i>	
<ul style="list-style-type: none"> • Medically Necessary <i>(Up to \$450.00 maximum)</i> 	UCR
<ul style="list-style-type: none"> • Cosmetic 	\$150.00

ARTICLE III: FACILITIES

Through this non-profit service plan and its panel of Participating Doctors Nationwide, VBA provides professional vision care to Participants and dependents covered under group vision care plans. A list of Participating Doctors in the Participant's service area will accompany the benefit form. This list contains the names, addresses, and telephone numbers of the Participating Doctors. If this list does not cover the geographical area in which the Participant desires to seek services, the Participant may call or write VBA.

ARTICLE IV: CHOICES OF PROVIDERS

The VBA Vision Plan provides Participants with a dual choice. If they elect to receive vision care services from one of the Participating Doctors, VBA is a PREPAID program. These services as described herein are covered and provided at no out-of-pocket cost.

Selecting a Participating Doctor from the VBA list assures direct payment to the doctor and a guarantee of quality and cost control.

LIABILITY OF PARTICIPANTS FOR PAYMENT REIMBURSEMENT PROVISIONS

When a Participant chooses to go to a Non-Participating Doctor, services may be secured from any optometrist, ophthalmologist and/or dispensing optician. This plan then becomes an indemnity plan which reimburses according to a schedule of fixed allowances. The Participant should first pay the doctor his/her full fee. VBA will then reimburse the Participant in accordance with the following schedule. THIS

IS NO ASSURANCE THAT THE SCHEDULE WILL BE SUFFICIENT TO PAY THE FULL COST OF THE EXAMINATION OR THE MATERIALS.

Availability of services and materials under this reimbursement schedule is subject to the same time limits and co-payment as those described for panel services.

SCHEDULE OF BENEFITS FOR A NON-PARTICIPATING DOCTOR

PROFESSIONAL FEES:	PLAN REIMBURSES
• Vision Exam	\$40.00
MATERIALS	
• Single Vision Lenses	\$40.00
• Bifocal Lenses	\$50.00
• Blended "No-Line" Bifocal Lenses	\$50.00
• Trifocal Lenses	\$75.00
• Progressive Lenses	\$75.00
• Lenticular Lenses	\$100.00
• 1 yr Scratch Protection	N/A
• Polycarbonate Lens Materials	N/A
• Frame	\$50.00
CONTACT LENSES <i>(includes the vision exam allowance)</i>	
• Medically Necessary	\$300.00
• Cosmetic	\$150.00

Determination of "necessary" versus "cosmetic" contact lenses under the Non-Participating reimbursement schedule will be consistent with Participating Doctor services. Reimbursement for contact lenses is in lieu of all benefits, including examination and material services.

The lens allowance is for two (2) lenses; if only one (1) lens is needed, the allowance will be one-half (1/2) the pair allowance.

The amounts shown are maximum. The actual amount to be paid in reimbursement to the Participant shall be the lesser of the maximum shown in the schedule for service, the amount charged, or the amount usually charged by the provider of such services to his/her private patients as determined by VBA.

Reimbursement benefits are not assignable.

ARTICLE V: PROCEDURE FOR USING THE PLAN

To obtain vision care, a Participant should request a benefit form by calling **1-800-432-4966** or by visiting **www.visionbenefits.com**. If eligible for vision care under this Plan, a benefit form will be sent to the Participant along with a list of Participating Doctors in the Participant's area.

CAUTION: Participants should not make an appointment for vision care until the benefit form is obtained.

The Participant selects the doctor of his/her choice from a list of Participating Doctors accompanying the benefit form and makes an appointment for an examination. The benefit form should be presented by the Participant on the first visit.

Services must begin prior to the expiration date indicated on the benefit form.

When the examination has been completed, the doctor will require the signature of the Participant in the space provided on the form. The Participant pays only the co-payment (if any) to the doctor for the services covered by the Plan and for any additional services secured. The doctor will complete the form and mail it to VBA. VBA will pay the Participating Doctor directly according to its agreement with the doctor.

NOTE: when services are obtained from a provider who is not a VBA Participating Doctor, the Participant shall pay the provider the full fee. The Participant will be reimbursed in accordance with the reimbursement schedule as shown in Article IV. The itemized statement(s) of charges should be sent to VBA along with the benefit form.

ARTICLE VI: PRINCIPAL EXCLUSIONS AND LIMITATIONS OF BENEFITS

EXTRA COST

The VBA Vision Plan is designed to cover visual needs rather than cosmetic materials. When a Participant selects any of the following extras, the Plan will pay the basic cost of the allowed lenses and frames, and the Participant will pay the additional costs for the extras selected or requested as outlined on the benefit schedule.

- Progressive/No-Line multifocal lenses
- Contact Lenses (except as noted elsewhere herein)
- Photochromic Lenses
- Tinted Lenses
- Hi-Index lenses
- The coating of the lens or lenses (except 1 yr scratch protection)
- The laminating of a lens or lenses
- A frame that costs more than the plan allowance
- Rimless Frames

NOT COVERED

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplement testing, plano (non-prescription) lenses; glasses secured when there is not prescription change; or two (2) pair of glasses in lieu of bifocals.
- Lenses and frames furnished under this Plan which are lost or broken will not be replaced except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes
- Any eye examination, or any corrective eye wear, required by an employer as a condition of employment including, but not limited to, industrial or safety glasses
- Services or materials compensated under Worker's Compensation Laws or by any first party benefits paid under the Participant's automobile insurance or by any catastrophic loss benefits paid by the catastrophic loss trust fund.

- Broken, lost or stolen lenses, contact lenses or frames
- Services or materials rendered by a provider other than an Ophthalmologist, Optometrist, or Optician acting within the scope of his or her license
- Services rendered after the date the Participant ceases to be covered under this Contract, except when vision materials ordered before coverage ended are delivered and the services are rendered to Participant within 31 days from the date of such order.

Regardless of the Optical Necessity, benefits are not available more frequently than that which is specified in the Benefit Schedule.

ARTICLE VII: CORDINATION OF BENEFITS

If a Participant is covered under another plan which provides all or some of the benefits provided under this plan, the amount of benefits under this plan will be reduced by the amount of benefits for the same services paid under the other plan.

If a Participant is covered under another plan, the benefits payable under this plan will not be reduced if the person making the claim is covered under this contract as the participant and under the other plan as a dependent.

When parents are divorced and the parent with the custody of the child has remarried, the benefits of the plan which covers the child as a dependent of the parent with custody shall be primary and determined before the benefits of a plan which covers that child as a dependent of the step-parent, and the benefits of a plan which covers that child as a dependent of the step-parent will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody, provided eligibility requirements have been met.

Payment is made in accordance to the "birthday" rule adopted by most insurance carriers. This means that if a claim is submitted for a dependent child with two coverages, the plan of the spouse whose birthday comes earlier in the year is primary and determines allowable benefits first. In no case will VBA pay in excess of its total contractual obligation, if it were the only carrier involved.

ARTICLE VIII: CLAIM APPEAL PROCEDURES

APPEALS

If a claim received for payment is denied based on the criteria set forth in the Schedule of Benefits for that plan, a notice of denial will be sent to the member and/or appropriate provider(s). Members have the right of appeal, and must file their appeal in writing within 90 calendar days after the date of the original denial notice with Vision Benefits of America. If, after the initial appeal, the denial is upheld, the member has the right to a final appeal with the Plan Sponsor, which must be received in writing within 60 days of the date of the most recent denial.

ARTICLE IX: DEFINITIONS

Anisometropia – A condition of unequal refractive state for two eyes; one eye requiring a different lens correction than the other.

Participant – The Participant, eligible spouse, and eligible unmarried child(ren) (if dependent coverage is provided) of the Plan Sponsor contracting for the program.

Benefit Form – A multi-part form prepared for a Participant who meets the eligibility requirements provided VBA by Subscriber

Claim – A benefit form that has been presented to a Participating or Non-Participating Doctor at the time the Participant secures services.

Coated Lenses – A substance which is added to a finished lens on one or both surfaces.

Keratoconus – A developmental or dystrophic deformity of the cornea in which it becomes coned-shaped, due to a thinning and stretching of the tissue in its central area.

Materials – Lenses, frame, low vision aids, contact lenses.

Orthoptics – The teaching and training process for the improvement of visual perception and coordination of the two eyes for efficient and comfortable binocular vision.

Participant – The eligible enrolled employee and dependents, if applicable.

Participating Provider – means an Ophthalmologist, Optician or Optometrist who has elected to enter into a contract with Vision Benefits of America.

Photochromic Lenses – Lenses which change color with intensity of sunlight.

Professional Service – Examination, material selection, fitting of glasses, related adjustments, etc.

Progressive/No-Line Multifocal Lenses – Bifocals which do not have a visible dividing line.

Subscriber or Plan Sponsor – “Subscriber” or “Plan Sponsor” refers to the entity that contracts with VBA on behalf of its Participant and in some cases is referred to as “Contract Holder”

Tinted Lenses – Lenses which have additional substance added to produce constant tint (e.g. pink, green, gray, blue, etc.)