



## Complications of Surgery from Specific Eye Procedures

You are a Covered Person and eligible for coverage under the plan, if you are in the eligible class defined below. For benefits to be payable the Policy must be in force, the required premium must be paid and you must have undergone one of the Covered Procedures described below.

**Class Description:** All Qualified Patients of the Policyholder who undergo one or more of the Covered Procedures performed by the Policyholder on the Policyholder’s premises, a Hospital or an Accredited Surgical Center at which the Doctor has an affiliation.

**Period of Coverage:** You will be insured on the later of the Policy Effective Date or the date that you become eligible. Your coverage will end on the earliest of the date: 1) a claim is paid under the Policy; 2) the Policy terminates; 3) you are no longer eligible; or 4) the period ends for which premium is paid.

### Covered Activities

**Covered Procedures:** 1) Laser Refractive Eye Surgery or 2) Premium Intraocular Lens Replacement Surgery

### Description of Benefits

**Complication of Surgery Benefit:** We will pay a benefit if you undergo a Covered Procedure that results in any one of the Covered Losses set forth in the Schedule of Covered Losses below. The complication of surgery must result within 30 days of the date that a Covered Procedure is performed and must be reported to the Doctor performing the Covered Procedure or Us within 24 months of the date of the Covered Procedure. Benefits are payable only after you undergo all medically appropriate treatments including any Enhancements conducted by or referred by the Doctor who performed the Covered Procedure or recommended by the Company’s Independent Review Board. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses. The Benefit amount is a percentage of the Maximum Benefit shown below. For Complications of Laser Refractive Surgery the Maximum Benefit Amount is \$1,000,000. For Complications from Premium Intraocular Lens Replacement the Maximum Benefit Amount is \$500,000.

### Schedule of Covered Losses

Covered Loss	Benefit Amount
Loss of an eye.....	100% of the Maximum Benefit Amount
Legal Blindness .....	50% of the Maximum Benefit Amount
Best Corrected Binocular Vision in Both Eyes 20/50 or worse .....	25% of the Maximum Benefit Amount

“Loss of an eye” is the enucleation of a blind, painful eye which is then replaced with prosthesis.

“Legal Blindness” is defined in Social Security Administration rule of visual disorders in the Federal Register (71 FR 67037) on November 20, 2006 and effective February 20, 2007.

“Best Corrected Binocular Vision 20/50 or worse” is defined as an individual would have to stand 20 feet (6.1m) from an object to see it – with vision correction- with the same degree of clarity as a normally sighted person could from 50 feet using a standard Snellen methodology or must meet objective physiological testing norms, VGR or equivalent.

**Second Opinion Benefit:** We will pay 100% of the expenses for an accredited Patient Protection Plan specialist to provide a second opinion after a Covered Person has been diagnosed with a Covered Loss. We will pay up to \$125.00 toward the expenses for a non-accredited Patient Plan specialist to provide a second opinion after a Covered Person has been diagnosed with a Covered Loss.

**Accident Medical Expense Benefit:** We will pay an Accident Medical Expense Benefit for a Covered Expense from Injuries that result directly and independently from a Covered Accident that causes trauma to the eye.

Benefits are only payable

1. for Usual and Customary Charges incurred;
2. for those Medically Necessary Covered Expenses that you receive;
3. if the first incurred expenses occur within 30 days from the date of a Covered Procedure.
4. in excess of any other valid and collectible insurance

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

For Accidental Medical Expenses that occur after Laser Refractive Surgery the Maximum Benefit Amount is \$5,000. For Accidental Medical Expenses that occur after Premium Intraocular Lens Replacement the Maximum Benefit Amount is \$2,500.

“Covered Accident” means an accident that occurs within 30 days after the date of a Covered Procedure and results in an Injury.

“Covered Expenses” means expenses actually incurred by or on behalf of you for treatment, services and supplies as the result of an Injury due to a Covered Accident. A Covered Expense is deemed to be incurred on the date such treatment, service or supply that gave rise to the expense or the charge was rendered or obtained.

“Injury” means accidental bodily harm causing trauma to the eyes sustained by a Covered Person from a Covered Accident which is the direct cause, independent of disease or bodily infirmity. All injuries sustained by you in any one Covered Accident including all related conditions and recurrent symptoms of these injuries, are considered a single injury.

“Medically Necessary” means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed by a Doctor or furnished by a hospital; 3) performed in the least costly setting required by the Covered Person’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

“Usual and Customary Charge” means the average amount charged by most providers for the treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

**Extension of Accident Medical Expense Benefits:** We will extend Accident Medical Expenses Benefits for 3 months after a Covered Person’s coverage would otherwise end if on that date he or she is Totally Disabled as a result of a Covered Accident.

“Totally Disabled” means, due to an Injury from a covered Accident, a Covered Person;

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed cannot perform the usual and customary activities of a healthy person of like age and sex.
3. Any benefits payable under this provision will not exceed the Maximum Benefit Amount for Accidental Medical Expense Benefits set forth above.

**Exclusions and Limitations:** We will not pay any benefits for any loss or injury if a Covered Person:

1. pursues any action in law or equity against the Policyholder for a Covered Loss; or
2. files a claim for a Covered Loss under any insurance plan or self-insured plan covering the Policyholder; or
3. fails to submit a claim for a Covered Loss within 24 months from the date of a Covered Procedures

Also, we will not pay for any Complications of Surgery Benefit for a loss that is caused by, or results from:

1. potential negative outcomes and/or complications other than the Covered Losses described in this Description of Coverage. Negative outcomes and complications include, but are not limited to: reduced night vision; ghosting (a fainter second image of an object is seen) ; halos (lights appear as glare or surrounded by rings) ; starbursts (bright lights are seen as spiked circles of light); double vision (two overlapping images are seen at the same time); dry-eye syndrome (the eyes do not produce enough tears to stay moist and comfortable); loss of contrast vision; pain; diffuse lamellar keratitis; retinal detachments; and loss of vision that occurs from other sources including trauma to the eye after surgery.
2. corneal edema; corneal scarring; persistent epithelial defect; epithelial abrasion; interface epithelium; cap thinning, interface debris; epithelial in-growth; infectious keratitis; microbial keratitis; vitreous hemorrhage unless these complications result in a Covered Loss.
3. expenses associated with medical services including surgery expenses, enhancements expenses, additional opinion expenses, additional glasses or contact lenses expenses and corneal transplant expenses.

4. any loss that is not a direct result of the Covered Procedure, or services or procedures conducted after the Covered Procedure that was not authorized by a Doctor performing the Covered Procedure
5. a Covered Procedure performed by a Doctor who fails to meet the Company's underwriting criteria at the time the procedure is performed.
6. a loss where both eyes have a BCVA (Best Corrected Visual Acuity) better than 20/50.
7. intentionally self inflicted injury.
8. war or any act of war, whether declared or not.
9. commission of, or attempt to commit, a felony.
10. a Pre-existing Condition. "Pre-existing Condition" means an illness, disease, or other condition (except for the condition resulting in the recommendation for the Covered Procedure) of the Covered Person that in the 3-month period before the Covered Person's coverage became effective under the Policy:
  - a. first manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or
  - b. required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
  - c. was treated by a Doctor or treatment had been recommended by a Doctor.
11. the use of drugs, unless taken under the advice of, and as specified by a Doctor.
12. the Covered Person's failure to disclose any drug, whether prescribed or not, prior to the Covered Procedure.
13. any procedure performed outside of the U.S.
14. any procedure performed contrary to the advice of a Doctor attending the Covered Person.
15. experimental or investigative treatment or procedures. That is, treatment, a device or prescription medication that is recommended by a Doctor, but is not considered by the medical community as a whole, to be safe and effective for the condition for which the treatment, device or medication is being used. This exclusion includes any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time of the Covered Procedure.
16. any liability of a Doctor, including but not limited to any liability:
  - a. arising out of bodily injury, sickness, death or disease sustained by any person arising out of any act, error or omission in providing or failing to provide professional services. This includes the acts, errors and omission of anyone for whom the Doctor is responsible.
  - b. assumed by a Doctor under contract with any other party other than the arrangement between the Doctor and the Covered Person.
  - c. that is due to an association or affiliation to any business or professional organization.
  - d. arising from any dishonest, fraudulent, criminal, or malicious acts, whether intentional or negligent.
  - e. due to a violation of any anti-trust, price fixing, or restraint of trade law, whether based upon statute, common law or administrative directive.
  - f. under any unemployment, workers compensation, disability benefits, or similar law.
  - g. pursuant to any order of court, judge, arbitrator or arbitration panel, administrator, government agency or licensing body.

We will not pay Accident Medical Expense Benefits for any loss, treatment or service resulting from or contributed to by:

1. treatment by persons employer or retained by the Policyholder, or by any Immediate Family or member of the Covered Person's household.
2. treatment of sickness, disease or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances.
3. treatment of a detached retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment, whether or not caused by a Covered Accident.
4. mental and nervous disorders.
5. damage to or loss of dentures or bridges, or damage to existing orthodontic equipment.
6. expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofascial pain.
7. Injury paid by Workers' Compensation, Employer's Liability Laws or similar occupational benefits.
8. Injury or loss contributed to by the use of drugs unless administered by a Doctor.
9. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
10. any elective treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by Us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
11. eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.

12. expenses payable by any automobile insurance policy without regard to fault. (This exclusion does not apply in any state where prohibited).
13. conditions that are not caused by a Covered Accident.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

**Crime Victims Provision:** If the Covered Person is a victim of a violent crime and it is determined that the Covered Person is eligible under the Florida Crimes Compensation Act, any deductible and coinsurance provision of this Policy will not apply. The Covered Person must provide Us with a copy of the written notification concerning their status received from the Office of the Attorney General, Division of Victim Services, State of Florida.

**Definitions:** “**Covered Loss**” means a physical complication of surgery covered by the Policy and arising from a Covered Procedure. We will pay benefits for only one Covered Loss for each Covered Person. “**Covered Person**” means a Qualified Patient as defined in the eligibility section of the Policy for whom the scheduled procedure was registered with the Company prior to the surgery and the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person. “**Doctor**” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s immediate family or household. If, while covered under the Policy, a Doctor fails to meet the Company’s underwriting criteria or fails to report he or she is named as a defendant in a legal action within 30 days, insurance for any Covered Procedure may be excluded. “**Enhancements**” means additional surgical procedures conducted by or referred by the Doctor in regard to the initial procedure. “**Qualified Patient**” means a person who meets the Company’s underwriting criteria and who has not been diagnosed with certain diseases or eye conditions including, but not limited to, diabetes, active autoimmune, collagen vascular disorders, cataracts, glaucoma, diabetic retinopathy, retinal tear, detachment, macular degeneration, or has experienced loss of vision as a result of an accident involving trauma to the eye. If a patient is not registered prior to the date of the Covered Procedure, he or she will not be a Qualified Patient and will not be covered under the Policy. “**We, Our, Us**” means the insurance company underwriting this insurance or its authorized agent.

You must notify Patient Confidence Corporation of America within 24 months after the date of loss. A Covered Person will be required, at the Company’s expense, to undergo an examination by the Company’s Independent Medical Review Board to satisfy adequate proof of loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify you, your Doctor, and your patient registration number.

Underwritten by ACE American Insurance Company, 436 Walnut Street, Philadelphia, PA 19106

**Contact Information: For customer service, eligibility verification, and plan information or to file a claim contact: Vision Lock Patient Care Plan, Patient Confidence Corporation of America at 1-800-238-EYES (3937). Mail Claims to: Vision Lock Patient Care Plan, Patient Confidence Corporation of America, 860 East Swedesford Road, Wayne, PA 19087**

A third party vendor may provide services to you. Patient Confidence Corporation of America (PCCA) makes every effort to refer you to appropriate medical providers. It is not responsible for the quality or results of the service provided by independent providers. In all cases, the medical providers are not employees or agents of PCCA and the choice of provider is yours alone. PCCA assumes no liability for the services provided to you under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the health care professionals providing services to you.

The Description of Coverage is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the Policy issued to your Doctor. The Policy is subject to the laws of the state in which it was issued. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference.