

**RAILROAD EMPLOYEES
NATIONAL VISION PLAN
1999**

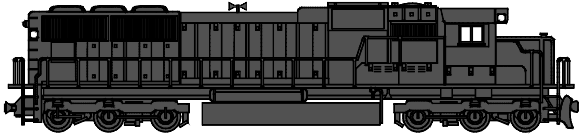


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I

Important Notice to Employees

This booklet describes The Railroad Employees National Vision Plan ("Plan"). The Plan was established effective January 1, 1999.

The benefits provided by the Plan are fully insured by Mid-Atlantic Vision Service Plan, Inc. ("VSP"), 3333 Quality Drive, Rancho Cordova, California 95670.

Among other things, this booklet provides information about Plan benefits and how to file a claim. If you have any questions, or want further information about those benefits or claim-filing procedures, please call VSP toll-free at (888)-877-4782.

VSP chose United HealthCare to help with some of the Plan administration, including sending eligibility information on to VSP. Therefore, it is essential that the information about you and your dependents collected by United HealthCare be accurate and up-to-date. When you have any changes in marital or dependent status, please report them by calling the number on the back of your health plan identification card. *However, when you have an address change, you **must** report that change promptly to your employer.*

Some of the terms used in this booklet are in bold print. These terms have special meanings under the Plan that are set forth in the Definitions section of this booklet.

II

Plan Highlights

Here is a brief statement of the highlights of the Plan. The rest of this booklet provides a fuller explanation of the Plan provisions. You should, of course, read the entire booklet carefully.

The Plan provides benefits only for the particular vision services and supplies outlined below. The benefits are subject to various exclusions, conditions, limitations, and maximum amounts. These are described on pages 28 - 29 of this booklet.

Vision care services and supplies covered by the Plan may be obtained from any **VSP Doctor** or **Non-VSP Provider**. When covered services and supplies are obtained from a **VSP Doctor**, however, the benefits provided by the Plan are greater than when the services and supplies are obtained from a **Non-VSP Provider**.

The benefits are designed to help foster visual wellness; consequently, you may have to pay extra if you choose certain cosmetic or elective eyewear options. Before selecting your eyewear, ask your doctor about what is and is not covered by the Plan.

The chart below lists the Plan's benefits. This is only a short outline. See pages 22 - 27 for a more complete description.

Covered Services and Supplies	VSP Doctor Benefit	Non-VSP Provider Benefit
One eye examination every 12 months, counting from the most recent Service Date	Covered in Full	Up to \$35

Covered Services and Supplies	VSP Doctor Benefit	Non-VSP Provider Benefit
<p>One pair of Visually Necessary eyeglass lenses and one pair of eyeglass frames for Corrective Lenses, every 24 months, counting from the most recent Service Date</p>		
Single Vision Lenses	Covered in Full	Up to \$25
Bifocal Lenses	Covered in Full	Up to \$40
Trifocal Lenses	Covered in Full	Up to \$55
Lenticular Lenses	Covered in Full	Up to \$80
Frames	Up to \$75 retail allowance	Up to \$35
<u>Elective contact lenses</u>	Up to \$105 allowance	Up to \$105
<p>One pair of Visually Necessary contact lenses, or one year's worth of 1-day, 7-day or 14-day Visually Necessary disposable contact lenses, every 24 months, counting from the most recent Service Date.</p>		

Covered Services and Supplies

VSP Doctor Benefit

Non-VSP Provider Benefit

Medically required contact lenses

Covered in Full with **Prior Authorization** from VSP

Up to \$210 with approval by VSP

One pair of **Visually Necessary** contact lenses, or one year's worth of 1-day, 7-day or 14-day **Visually Necessary** disposable contact lenses, every 24 months, counting from the most recent **Service Date**. Medically required contact lenses will be covered only under one of the following circumstances: (i) following cataract surgery; (ii) to correct extreme visual acuity problems that VSP determines cannot be corrected with spectacle lenses; (iii) to treat **Certain Conditions of Anisometropia**; or (iv) to treat **Keratoconus**.

III

Eligibility and Coverage

WHO IS ELIGIBLE

Employees

You are an **Eligible Employee** and therefore eligible for coverage under the Plan if you:

- are employed by a participating employer, and
- are represented by a participating railway labor organization, and
- have completed one or more years of service.

An employee will be regarded as having completed one year of service when he/she has completed 365 continuous days during which he/she has maintained an employment relationship with the same participating employer.

An explanation of WHEN COVERAGE STARTS appears on pages 9 - 10 of this booklet.

Dependents

Your **Eligible Dependents** are:

- (a) your wife or husband,
- (b) your unmarried children under 19 years of age,
- (c) your unmarried children 19 years of age but under 25 years of age, who legally reside with you, are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse and scholarships and the like,

and are registered students in regular, full-time attendance at an accredited secondary school, college or university or institution for the training of nurses, and

- (d) your unmarried children 19 years of age or over who legally reside with you, are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse and scholarships and the like, and have a permanent physical or mental condition which is such that they are unable to engage in any regular employment, provided that such disabling condition began prior to the date the child attained 19 years of age.

Your children include your own or adopted children (including children placed with you for adoption), plus any other child related to you by blood or marriage who depends on you for support and lives with you in a regular parent-child relationship, provided they qualify under (b), (c) or (d) above.

If you are eligible both as an employee and as the wife or husband of an employee, your total benefits will be limited as provided under COORDINATION OF BENEFITS (see pages 30 -33). If you are eligible both as an employee and as the child of an employee, your total benefits will be limited to your benefits as an employee. An employee who works for more than one participating employer cannot receive duplicate benefits.

WHEN COVERAGE STARTS

Employees

- If you are an **Eligible Employee**, and if you rendered the **Requisite Amount of Compensated Service** during the immediately preceding month, you become covered on the ***first day of the calendar month beginning after you have completed one year of service. To complete one year of service, you must complete 365 continuous days during which***

you have maintained an employment relationship with the same participating employer.

- Once an **Eligible Employee** has become covered under the Plan, he/she will continue to be covered during each month following a month in which he/she renders the **Requisite Amount of Compensated Service** or receives the **Requisite Amount of Vacation Pay**.

If you are an **Eligible Employee** and your employment relationship terminates, you will no longer be an **Eligible Employee**, and your coverage will cease according to the provisions set forth under WHEN COVERAGE STOPS, on page 11.

If you return to service with the same employer in a covered position, you will be an **Eligible Employee** immediately upon your return and you will again have coverage on the **first day of the calendar month following the month** in which you again render the **Requisite Amount of Compensated Service**. If you begin service with another employer participating in the Plan, you will be considered a new employee and you will be an **Eligible Employee** again only when you have completed one year of service with your new employer. However, if after your employment relationship with your former employer had terminated you begin service with the new employer at the direction of your former employer or by reason of seniority with your former employer, you will be an **Eligible Employee** as soon as you begin service with your new employer, and coverage will begin on the first day of the calendar month following the month in which you render the **Requisite Amount of Compensated Service** for your new employer.

Dependents

Your **Eligible Dependents** become covered on the same day you become covered.

WHEN COVERAGE STOPS

All coverage stops when:

- your employer or labor organization stops participating in the Plan,
- the class of employees you belong to stops being included under the Plan, or
- the Plan discontinues.

In addition, except as provided in the section CONTINUATION OF COVERAGE AFTER YOU LAST RENDERED COMPENSATED

SERVICE on pages 12-17, all coverage will stop on the earlier of the following:

- the last day of the month following the month you last rendered the **Requisite Amount of Compensated Service** or received the **Requisite Amount of Vacation Pay**.
- the date your employment relationship ends.

Coverage for an individual dependent stops sooner when one of the following happens:

- a dependent child becomes covered as an **Eligible Employee** under the Plan,
- a dependent stops being an **Eligible Dependent**, or
- dependent coverage under the Plan is discontinued.

CONTINUATION OF COVERAGE AFTER YOU LAST RENDERED COMPENSATED SERVICE

Furloughed Employees

If you are an **Eligible Employee** AND you have rendered compensated service for three months, you and your **Eligible Dependents** will be covered under the Plan during any period of furlough until the end of the fourth month following the month in which you last rendered compensated service.

If you received vacation pay before the date on which you are furloughed but in a month subsequent to the month in which you last rendered compensated service, the continued coverage described above will be measured from the month in which you receive that vacation pay. Vacation pay received after you are furloughed will not continue coverage or benefits.

If you return to work before your coverage ends, you will continue to be covered during the month in which you return to work.

If you return to work after coverage ends, you will not be covered again until the month following the month in which you next render the **Requisite Amount of Compensated Service**.

If you become disabled before your coverage ends, please refer to the section below for Disabled Employees.

Suspended and Dismissed Employees

If you are suspended or dismissed after you became an **Eligible Employee** AND you have rendered compensated service for three months, you and your **Eligible Dependents** will be covered under the Plan during your suspension or after your dismissal until the end of the fourth month following the month in which you last rendered compensated service or, if you were suspended, the month in which you last received vacation pay, if later.

If you received vacation pay before the date on which you are dismissed but in a month subsequent to the month in which you last

rendered compensated service, the continued coverage described above will be measured from the month in which you receive that vacation pay. Vacation pay received after you are dismissed will not continue coverage or benefits.

If you return to work before your coverage ends, you will continue to be covered during the month in which you return to work.

If you return to work after your coverage ends, you will not be covered again until the month following the month in which you next render the **Requisite Amount of Compensated Service**.

If you are awarded full back pay for all time lost as a result of your suspension or dismissal, your coverage will be provided as if you had not been suspended or dismissed in the first place.

If you become disabled before your coverage ends, please refer to the section below for Disabled Employees.

Pregnant Employees

If you cease to render compensated service as a result of your pregnancy, you and your **Eligible Dependents** will be covered under the Plan until the end of the fifth month following the month in which you last rendered compensated service.

If you return to work before your coverage ends, you will continue to be covered during the month in which you return to work.

If you return to work after coverage ends, you will not be covered again until the month following the month in which you next render the **Requisite Amount of Compensated Service**.

Disabled Employees

If you cease to render compensated service solely as a result of disability, including disability due to your pregnancy, or if you become disabled by reason of pregnancy or otherwise before your coverage as a Furloughed, Suspended or Dismissed Employee ends, and provided in any case that you remain continuously

disabled, you and your **Eligible Dependents** will be covered under the Plan until the end of the calendar year next following the year in which you last rendered compensated service.

If you received vacation pay before the date on which you relinquished your employment rights for any reason but in a year subsequent to the year in which you last rendered compensated service, the continued coverage described above will be measured from the year in which you received that vacation pay. Vacation pay received after you relinquished your employment rights will not continue coverage or benefits.

If your disability ends before the end of the calendar year next following the year in which you last rendered compensated service or received vacation pay, your coverage will end when your disability ends, unless at that time you return to compensated service, in which event your coverage by reason of disability will continue until the end of the month in which your disability ends.

You may be required to submit proof of your disability to VSP. Failure to provide this proof of disability, when requested, will cause your coverage to end. VSP will determine the date that coverage terminated based on the most current disability information available.

Retired Employees

If you retire, you will be covered during the month following the month in which you last rendered compensated service.

If you received vacation pay before the date you relinquish your employment rights to retire, but in a month subsequent to the month in which you last rendered compensated service, the continued coverage described above will be measured from the month in which you received that vacation pay. Vacation pay

received after you relinquished your employment rights will not continue coverage or benefits.

Deceased Employees

If you die while covered, your **Eligible Dependents** will continue to be covered under the Plan until the end of the fourth month following your death.

Employees under Compensation Maintenance Agreements, etc.

All coverage will continue for as long as your employer is obligated, because of an agreement, statute, or order of a regulatory authority, to provide continued coverage of the kind provided under the Plan but only if your employer makes a payment for you as if you had rendered the **Requisite Amount of Compensated Service** during the prior month and you have not relinquished your employment rights.

Returning Veterans

If you had been an **Eligible Employee** and if you returned to compensated service for the same employer after completion of service in the armed forces of the United States or Canada, you will become an **Eligible Employee** and your coverage will begin on the day you first render compensated service upon your return.

Employees Taking Family or Medical Leave Pursuant to the Family and Medical Leave Act of 1993

Solely for purposes of determining coverage for you and your **Eligible Dependents** during the month immediately following any month in which you take a period of family or medical leave authorized and provided for under the Family and Medical Leave Act ("FMLA") enacted by Congress in 1993, such period of authorized leave will be treated as if it were a period during which you rendered compensated service. FMLA leave will not be treated as compensated service (i) for purposes of measuring any continued coverage described in this CONTINUATION OF

COVERAGE AFTER YOU LAST RENDERED COMPENSATED SERVICE section of your booklet, or (ii) for any purpose whatsoever if you are not covered under the Plan immediately prior to the beginning of the FMLA leave.

If you do not return to compensated service at the end of any period of family or medical leave, you will ordinarily be responsible for reimbursing your employer for its cost of continuing, during the period of leave, any Plan benefits that were in fact continued for you or your **Eligible Dependents** during your leave.

Contact your employer for more information about family or medical leave under the federal statute.

**SUMMARY OF CONTINUATION OF COVERAGE
IF YOU CEASE TO RENDER COMPENSATED SERVICE
(OTHER THAN CONTINUATION UNDER COBRA
OR THE FAMILY AND MEDICAL LEAVE ACT)**

Reason for Ceasing to Render Compensated Service	The Date Coverage Terminates (See Note 1)
Furlough, Suspension or Dismissal	End of fourth month following the month in which you last rendered compensated service or received vacation pay. (See Note 2)
Leave of Absence	End of month following the month in which you last rendered the Requisite Amount of Compensated Service or received the Requisite Amount of Vacation Pay .
Employment Relationship Terminates other than for Retirement or by Dismissal	Date of termination of employment relationship. (See Note 3)
Employment Relationship Terminates for Retirement	End of month following the month in which you last rendered compensated service or received vacation pay. (See Note 4)
Disability - Inability to Perform Work in your Regular Occupation	The earlier of the date your disability ends, or the end of the calendar year following the year you last rendered compensated service or received vacation pay.
Pregnancy	End of fifth month following the month in which you last rendered compensated service.

Notes:

1. For complete information concerning termination of coverage, including modifications of the provisions outlined above, see the section of this booklet entitled ELIGIBILITY AND COVERAGE beginning on page 8.
2. For a Furloughed Employee, vacation pay must be received prior to furlough. For a Dismissed Employee, vacation pay must be received prior to severance of the employment relationship.
3. In the event an **Eligible Employee** dies while covered, coverage for **Eligible Dependents** continues to the end of the fourth month following the month in which the **Eligible Employee** died.
4. For a Retired Employee, vacation pay must be received prior to the relinquishment of rights for retirement.

OPTIONAL CONTINUATION OF COVERAGE UNDER THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

United HealthCare Railroad Administration (COBRA), 450 Columbus Boulevard, P.O. Box 150453, Hartford, CT 06115-0453, administers the provisions set forth below concerning your right to continue Plan coverage pursuant to Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, sometimes known as "COBRA".

Qualifying Events

If the benefits under this Plan would stop because of any of the following qualifying events:

- you cease to render the **Requisite Amount of Compensated Service** for any reason (except in the case of dismissal because of gross misconduct),
- you die,
- your marriage is dissolved, or
- your dependent child stops being an **Eligible Dependent**,

the individual(s) losing coverage may, as qualified beneficiaries, elect to continue Plan benefits, at their own expense, subject to the provisions below.

Period of Continued Coverage

COBRA coverage will continue for the period starting on the date of the qualifying event and ending at the earliest of the following:

- 18 months from the date you ceased to render (other than by reason of your death) the **Requisite Amount of Compensated Service**,

- 29 months from the date you ceased to render the **Requisite Amount of Compensated Service**, instead of the 18-month period stated above, for you or for any dependent who is disabled at any time during the first sixty (60) days of such person's COBRA coverage. To be eligible for this additional 11 months of coverage, you must obtain a determination of such disability under Title II or Title XVI of the Social Security Act, or that the disabled person has a total and permanent disability entitling him or her to an annuity under the Railroad Retirement Act. This determination must be made before the end of the 18-month period stated above, and, you must notify United HealthCare of the determination within 60 days from the date it was made. The additional 11 months of coverage will apply not only to the disabled individual but also to any **Covered Family Members**.
- 36 months, for affected dependent(s), from the date you ceased to render the **Requisite Amount of Compensated Service**, instead of the 18-month period stated above, if during that 18-month period you die, your marriage is dissolved or your dependent child stops being an **Eligible Dependent**.
- 36 months after you die, your marriage is dissolved or your dependent child stops being an **Eligible Dependent**.
- the date on which you first become, after your election of COBRA continuation coverage, entitled to **Medicare**; however, if you cease to render the **Requisite Amount of Compensated Service** within 18 months after you become entitled to **Medicare**, your **Eligible Dependents** may continue COBRA coverage for 36 months from the date you became entitled to **Medicare**.
- the date you first become, after your election of COBRA continuation coverage, covered under another employer's group health plan, unless that plan has a pre-existing condition limitation that applies to you.
- the date you fail to provide the payment required to continue COBRA coverage.

- the date your employer ceases to provide any group health plan to any employee.

Election Period

A qualified beneficiary has 60 days to elect to continue coverage under COBRA. The 60-day period begins on the later of:

- the date Plan coverage would have stopped due to the qualifying event, or
- the date an election form detailing the option to continue coverage is sent to the qualified beneficiary.

You may elect to continue coverage for yourself and your dependents who would also lose coverage because of the same qualifying event. If you do not elect to continue coverage for your dependents, they may elect to continue coverage on their own.

Notification Requirements

Your employer will notify United HealthCare if you die or cease to render the **Requisite Amount of Compensated Service**.

The dependent losing coverage must notify United HealthCare within 60 days after either of the following qualifying events:

- your marriage is dissolved.
- a dependent child stops being an **Eligible Dependent**.

Any notice to United HealthCare must be in writing and must be sent to:

United HealthCare
Railroad Administration (COBRA)
450 Columbus Boulevard
P.O. Box 150453
Hartford, CT 06115-0453

A form to use for this notice may be obtained by calling United HealthCare toll free at 1-800-842-5252. However, the call will not be accepted as notice. Notice must be sent in writing to the address shown above.

United HealthCare will send the appropriate election form to you or to the dependent eligible for COBRA continuation coverage within 14 days after receiving this notice.

If a person who, while covered under the Plan pursuant to COBRA, has a newborn child or a child is placed with that person for adoption, the child may be added to the person's COBRA coverage. United HealthCare should be notified within thirty (30) days from the date of the child's birth or placement for adoption.

Other Continuation of Coverage Provisions

Under certain circumstances, your coverage may be continued without cost to you for all or part of the 18, 29 or 36 month continuation period (see CONTINUATION OF COVERAGE AFTER YOU LAST RENDERED COMPENSATED SERVICE at pages 12 - 17). Coverage can be continued under COBRA for the remainder of the 18, 29 or 36 month continuation period by making the required payments.

If in doubt as to whether or not there has been a qualifying event, call United HealthCare's toll free telephone number (1-800-842-5252).

IV

Benefits

The Plan pays the benefits described in this section with respect to certain, specific, vision services and supplies provided to **Covered Family Members**. The benefits provided by the Plan apply separately to each **Covered Family Member**.

The Plan does not provide benefits for all vision care, and there are limitations, exclusions, and stated maximum benefit amounts. These are described on this and subsequent pages in this booklet.

The Plan pays different levels of benefits depending upon whether you obtain covered services and supplies from a **VSP Doctor** or from a **Non-VSP Provider**. To receive the highest benefit level, you must receive the covered services and supplies from a **VSP Doctor**.

This Plan is designed to cover *visual needs* rather than *cosmetic materials*. When you select any of the following options, the benefit provided by the Plan will be the applicable benefit for eyeglass lenses and eyeglass frames described below under the heading "Covered Services and Supplies", and you will be responsible for paying the additional costs for the options you select. These costs will be based upon VSP patient option prices or, if you select something that is not listed below, according to the provider's usual and customary fees.

1. Oversize lenses (56 mm and over).
2. Photochromic lenses.
3. Tinted lenses except Pink #1 and Pink #2.
4. Progressive J and K (CR-39 plastic and glass only) lenses.

5. Progressive flat top lenses.
6. UV (ultraviolet) protected lenses.
7. Anti-reflective coating.
8. Scratch coating.

COVERED SERVICES AND SUPPLIES

The following services and supplies are the only services and supplies for which the Plan pays any benefits. They are sometimes referred to in this booklet as "covered services and supplies."

Eye Examination Benefit

- One eye examination every 12 months, counting from the most recent **Service Date**. This examination consists of a complete vision analysis, including an appropriate examination of visual functions and the prescription of corrective eyewear where indicated.
 - If you go to a **VSP Doctor**, this examination is covered in full.
 - If you go to a **Non-VSP Provider** for an examination, the benefit provided by the Plan is the amount you actually pay for the examination up to, but no more than, \$35.

Eyeglass Lens and Frame Benefit

- One **Visually Necessary** pair of eyeglass lenses (or two **Visually Necessary** separate eyeglass lenses) every 24 months, counting from the most recent **Service Date** and one pair of eyeglass frames for **Corrective Lenses** every 24 months, counting from the most recent **Service Date**, along with any associated professional services. This benefit includes the prescribing and ordering of lenses; the selection, and proper fitting and adjustment, of frames; verification of the accuracy of finished lenses; and subsequent adjustments to frames to maintain comfort and efficiency.

Lenses

- If you get **Corrective Lenses** from a **VSP Doctor**, they are covered in full except for non-covered lens options, which are described at pages 22 - 23.
- If you get **Corrective Lenses** from a **Non-VSP Provider**, the benefit provided by the Plan is the amount you actually pay for them up to, but no more than,
 - \$25 for single vision lenses,
 - \$40 for bifocal lenses,
 - \$55 for trifocal lenses, and
 - \$80 for **Lenticular Lenses**

Frames

- If you get a frame for your **Corrective Lenses** from a **VSP Doctor**, the Plan will provide a \$75 allowance towards the retail price of the frame.
- If you get a frame for your **Corrective Lenses** from a **Non-VSP Provider**, the Plan will reimburse you in the amount you actually pay for the frame up to, but no more than, \$35.

Contact Lens Benefit

- One **Visually Necessary** pair of contact lenses (or two **Visually Necessary** separate contact lenses), or one year's worth of 1-day, 7-day or 14-day disposable contact lenses, every 24 months, counting from the most recent **Service Date**, along with any evaluation, fitting and other associated professional services and supplies. *This benefit is provided in lieu of and not in addition to the eyeglass lens and frame benefit described above. During any 24 month period, you may receive either the eyeglass lens and frame benefit or this contact lens benefit, but not both.*

Contact Lenses from a VSP Doctor

- **Elective contact lenses.** A \$105 allowance will be provided towards the contact lens evaluation, fitting costs and materials. Any costs exceeding this allowance are your responsibility.
- **Medically required contact lenses.** When prescribed by a **VSP Doctor** and **Prior Authorization** from VSP is obtained, medically required contact lenses are covered in full if one of the following conditions are met:
 - (i) following cataract surgery;
 - (ii) to correct extreme visual acuity problems that VSP determines cannot be corrected with spectacle lenses;
 - (iii) to treat **Certain Conditions of Anisometropia**; or
 - (iv) to treat **Keratoconus**.

*The VSP Doctor must receive **Prior Authorization** from VSP for medically required contact lenses.*

Contact Lenses from a Non-VSP Provider

- **Elective contact lenses.** The benefit provided by the Plan is the amount you actually pay for the covered services and supplies up to, but no more than, \$105.
- **Medically required contact lenses.** If your **Non-VSP Provider** establishes to the satisfaction of VSP that the services and supplies are provided (i) following cataract surgery; (ii) to correct extreme visual acuity problems that **VSP** determines cannot be corrected with spectacle lenses; (iii) to treat **Certain Conditions of Anisometropia**; or (iv) to treat **Keratoconus**, the benefit provided by the Plan is the amount you actually pay for the covered services and supplies up to, but no more than, \$210. Written documentation from a **Non-VSP Provider** must be submitted to VSP for review along with receipts for the supplies and services involved.

EXCLUSIONS

The Plan provides no benefits for any of the following services and supplies:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than $\pm .38$ diopter power); or two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Plan which are lost or broken, 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.
- Corrective vision treatment of an experimental nature.

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits for covered services and supplies that you get from a **VSP Doctor**, you should first contact the **VSP Doctor**, identify yourself as a Plan participant under the VSP program, and provide the employee's social security number. The **VSP Doctor** will contact VSP to verify your coverage. If you are a **Covered Family Member**, VSP will authorize the **VSP Doctor** to provide the covered services and supplies. If you need to locate a **VSP Doctor**, call VSP at (888-877-4782) or visit VSP's world wide web site at www.vsp.com.

When you receive covered services and supplies from a **Non-VSP Provider**, you will be asked by the Provider to pay his or her entire bill at the time the services are rendered. To obtain Plan benefits with respect to such covered services and supplies, you will need to file a claim for reimbursement with VSP. Part VII of this booklet tells you, among other things, how to do that.

RELEASE OF VISION INFORMATION

As a condition for receiving benefits under the Plan, each **Covered Family Member** specifically authorizes:

- any vision care provider to release vision information to VSP that VSP considers necessary to enable it to accurately determine what benefits are payable under the Plan, and
- VSP to release vision information to any other person or organization that is authorized by the Plan to receive it and that requests such information to enable it to accurately determine what benefits are payable under the Plan.

V

General Exclusions

The Plan does not cover any expense for services, supplies or treatment relating to, arising out of, or given in connection with, the following:

- Another Railroad Plan - services and supplies for which an **Eligible Dependent** is entitled as an **Eligible Employee** to benefits in connection with **Another Railroad Health and Welfare Plan**.
- Armed Forces - services or supplies furnished, paid for, or for which benefits are provided or required, by reason of the past or present service of any person in the armed forces of a government.
- Broken Appointments - expenses incurred for failure to keep a scheduled visit with a **VSP Doctor or Non-VSP Provider**.
- Canadian Residents - services or supplies received by you or your **Eligible Dependent** to the extent that you or your **Eligible Dependent** are, because of your residence in Canada or Canadian law, precluded from obtaining insurance by non-governmental insurance carriers providing for payment of benefits for such services and supplies.
- Dependent Children - a dependent child's expenses if the child is receiving benefits for the same expenses under the Plan as an **Eligible Employee**.
- Dependent's Work Related Injury or Sickness - services or supplies for which your **Eligible Dependent** is entitled to indemnity under any workers' compensation or similar law.
- Employer Facilities - services rendered through a medical or vision department, clinic, or similar facility provided or maintained by the individual's employer.
- Family Members - treatment given by a member of your family,

(your spouse and the children, brothers, sisters and parents of either you or your spouse).

- Forms - expenses incurred for the completion of any forms relating to claims for Plan benefits.
- No Legal Obligation - services and supplies which you are not legally required to pay or for which you would not have been charged but for the existence of coverage under the Plan. However, if the United States government or one of its agencies is authorized by law to charge the Plan for the services provided, then this exclusion will not apply.
- Non-Vision Treatment - services or supplies which are not vision services or supplies.

VI

Coordination of Benefits

These provisions will coordinate the benefits payable under this Plan with benefits payable under other plans.

You or any **Eligible Dependent** may be covered under another Plan. It may be sponsored by another employer who makes contributions or payroll deductions for it. The other plan could also be a government or tax-supported program.

Coordination of Benefits does not apply to:

- **Another Railroad Health and Welfare Plan,**
- an individual insurance policy which a person may purchase with his/her own funds, or
- benefit plans paid for through payroll deductions unless the plan is an employer-sponsored plan.

How Does Coordination Work

One of the plans involved will pay benefits first. Such plan is Primary. The other plans will pay benefits next. These plans are Secondary.

If this Plan is Primary, it will pay benefits first, and benefits under this Plan will not be reduced because benefits are payable under other plans.

If this Plan is Secondary, benefits payable under this Plan may be reduced because of benefits payable by other plans Primary to this Plan. This reduced amount of benefits will in no event be greater than the amount this Plan would pay if it were Primary and will consist of cash allowances with respect to eye examinations, lenses and frames that will be used to pay up to, but no more than, the excess of A over B where

A = 100% of the reasonable and customary amount

charged to the patient for whom the claim is made for services or supplies part or all of which are covered by this Plan; and

- B = The benefits payable by the other plan or plans. (Some plans may provide benefits in the form of services and supplies rather than cash payments. If this is the case, their cash value will be used.)

Which Plan is Primary

To pay claims, VSP must find out which plan is Primary and which plans are Secondary.

There are rules to find out which plan is Primary and which plans are Secondary. The rules that usually apply are as follows:

- A plan which has no coordination of benefits provision will be Primary to a plan which does have such a provision.
- A plan which covers the person as an employee, whether active, laid-off, retired or inactive for any other reason, will be Primary to a plan which covers the same person as a dependent.
- If a person is covered as a dependent under two or more plans, then the plan which covers that person as a dependent of the person whose birthday is earlier in the calendar year will be Primary to a plan which covers that person as a dependent of a person whose birthday is later in the calendar year.
- If the **Eligible Employee** under this Plan is also covered as a laid-off or retired employee under another plan, then this Plan will be Primary to that other plan provided the other plan has this same rule.
- If a determination of which plan is Primary cannot be made by any of the above rules, then the plan which has covered the person for the longest time will be Primary to all other plans.

If the birthday rule above would apply except that the other plan does not have the same rule based on birthday, then the rule in the other plan will determine which plan is Primary.

If the birthday rule above would apply except that the person is covered as a dependent under two or more plans of divorced or separated parents, then the rule that applies depends upon whether there is a court order giving one parent financial responsibility for the dental expenses of the dependent child.

If there is no court decree, the plan of the parent with custody will be Primary to the plan of the parent without custody. Further, if the parent with custody has remarried, the order of payment will be as follows:

- The plan of the parent with custody will pay benefits first.
- The plan of the step-parent with whom the child lives will pay benefits next.
- The plan of the parent without custody will pay benefits last.

If there is a court decree, then the plan of the parent with financial responsibility will be Primary to any other plan.

Whether or not there is a court decree, this Plan will not cover a step-child of an **Eligible Employee** with whom the child does not live.

If a husband or wife is covered under this Plan both as an **Eligible Employee** and as an **Eligible Dependent**, then this Plan will be treated as two separate plans, and the rules previously stated will be used to determine which plan is Primary and which plan is Secondary.

If a person is covered under this Plan as an **Eligible Dependent** of two **Eligible Employees**, the **Eligible Dependent** benefits will be paid on behalf of each **Eligible Employee** as if there were two separate plans, and the rules previously stated will be used to determine which plan is Primary and which plan is Secondary.

You may have to give information about any other plans when you file a claim. VSP has the right to release or obtain any information and make or recover any payments it considers necessary in order to administer the rules set forth above.

VII

Definitions

These definitions apply when the following terms are used in this booklet.

Another Railroad Health and Welfare Plan

An employee welfare benefit plan established pursuant to agreement between a railroad or railroads and a labor organization or labor organizations other than this Plan or a hospital association plan.

Certain Conditions of Anisometropia

A condition of unequal refractive state for the two eyes, where one eye requires a lens correction that is at least two diopters different, in both the sphere and the cylinder, from the other eye.

Corrective Lenses

Lenses with at least $\pm.38$ diopter power.

Covered Family Members

Those **Eligible Employees** and their **Eligible Dependents** who are covered under the Plan.

Eligible Dependent

- (a) your wife or husband,
- (b) your unmarried children under 19 years of age,
- (c) your unmarried children 19 years of age but under 25 years of age, who legally reside with you, are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse and scholarships and

the like, and are registered students in regular, full-time attendance at an accredited secondary school, college or university or institution for the training of nurses,

- (d) your unmarried children 19 years of age or over who legally reside with you, are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse and scholarships and the like, and have a permanent physical or mental condition which is such that they are unable to engage in any regular employment; provided that such disabling condition began prior to the date the child attained 19 years of age.

Your children include your own or adopted children, plus any other child who depends on you for support and lives with you in a regular parent-child relationship, provided they qualify under (b), (c) or (d) above.

Eligible Employee

An **Eligible Employee** is an employee who is:

- employed by a participating employer,
- represented by a participating Railway Labor Organization, and
- has completed one or more years of service.

An employee will be regarded as having completed one year of service when he/she has completed 365 continuous days during which he/she has maintained an employment relationship with the same participating employer.

Keratoconus

A development or dystrophic deformity of the cornea in which it becomes coneshaped due to a thinning and stretching of the tissue in its central area.

Lenticular Lenses

Lenses where the power is in the center of the lens and the edge of the lens is plain glass.

Medicare

The Health Insurance For The Aged and Disabled program under Title XVIII of the Social Security Act.

Non-VSP Provider

Any licensed optometrist, ophthalmologist or dispensing optician who has not contracted with VSP to provide vision care services and/or vision care materials to **Covered Family Members**.

Prior Authorization

An affirmative determination by VSP in response to a written request from a VSP Doctor for professional review of services and/or supplies deemed by that doctor as medically necessary (applies only to contact lenses). VSP will review and rule on each Prior Authorization on a case by case basis.

Requisite Amount of Compensated Service

Compensated service rendered on an aggregate of at least seven (7) calendar days during a calendar month, if you are covered under the Plan pursuant to a collective bargaining agreement that provides for such a "seven-day" rule; otherwise, compensated service rendered on a least one (1) day during the month. Where the seven-day rule governs, it will be applied in accordance with the terms of the collective bargaining agreement providing for it, including any side letter to such agreement dealing with application of the rule.

Requisite Amount of Vacation Pay

Vacation Pay received for an aggregate of at least seven (7) calendar days during a calendar month, if you are covered under the Plan pursuant to a collective bargaining agreement that provides for such a "seven-day" rule; otherwise, Vacation Pay received for at least one (1) day during the month. Where the seven-day rule governs, it will be applied in accordance with the terms of the collective bargaining agreement providing for it, including any side letter to such agreement dealing with application of the rule.

Service Date

The date specified to VSP by your **VSP Doctor** or **Non-VSP Provider** as the date on which the covered service was rendered.

Visually Necessary

Dispensing of lenses (contact or spectacle) by a VSP Doctor or Non-VSP Provider meeting a minimum prescription of $\pm .38$ diopter power.

VSP Doctor

An optometrist or ophthalmologist licensed to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of **Covered Family Members**.

VIII

Claim Information

How to File a Claim

When you get covered services and supplies from a **VSP Doctor**, you need not file a claim with VSP. The **VSP Doctor** will file the claim for you.

To file a claim for covered services and supplies you get from a **Non-VSP Provider**, you must send VSP the following documents and information:

- the **Non-VSP Provider 's** bill that includes a detailed list of the services and supplies you received and the charges for them.
- the patient's name, address, phone number, and date of birth.
- the **Eligible Employee's** social security number, employer, and the railway labor organization that represents him or her.
- the **Eligible Employee's** relationship to the patient (i.e., "self," "spouse," "child," etc.).

Claims must be submitted within one year of completion of services, and you should keep a copy of anything you send to VSP.

Please mail claims to:

Vision Service Plan
Attn: Non-VSP Provider Claims
P.O. Box 997100
Sacramento, CA 95899-7100

How to Appeal a Claim Denial

Informal Claim Review

If you do not agree with a claim denial, you may request that an informal review of your claim be made by VSP. The Explanation of Benefits that you will receive from VSP will set forth the reasons for the claim denial and the name, address and telephone number of the appropriate VSP office that will conduct the informal review of the claim denial if you request that such a review be made.

Formal Appeals from Claim Denials

If you are not satisfied with the informal review of your claim denial, you may make a formal appeal to VSP. All formal appeals must be in writing and sent to VSP at P.O. Box 997100, Sacramento, CA 95899-7100. A formal appeal must be submitted within sixty (60) days after the informal review of your claim has been completed. If you do not seek informal review within sixty (60) days after the claim was denied, your request for a formal appeal must be submitted before the earlier of sixty (60) days after your claim was denied or one hundred twenty (120) days after your claim was filed if it has not been acted upon by then.

You may submit additional information with your written request for formal appeal and you may request and receive copies of pertinent documents, although in some cases approval may be needed for the release of confidential information such as medical records. You may also submit issues and comments in writing.

VSP will make a decision upon your formal appeal within sixty (60) days after it receives the appeal. If additional information is required of you, the decision will be made within sixty (60) days of receipt of the required information. You will be notified of the decision in writing and this notice will specify the reasons for the decision and will be written in a manner calculated to be understood by you. The decision will be final.

Interpreting Plan Provisions

VSP has discretionary authority to determine whether and to what extent **Eligible Employees** and **Eligible Dependents** are entitled to benefits under the Plan and to construe all relevant terms, limitations and conditions set forth in this booklet or in any other document or instrument pursuant to which the Plan is established or maintained. VSP shall be deemed to have properly exercised this discretionary authority unless it has acted arbitrarily or capriciously.

Payment of Benefits

Benefits will be paid as soon as the necessary written proof to support the claim is received. Benefits will be paid directly to you. However, if you are a minor or otherwise legally unable to give a valid release, VSP has the right to pay any benefit directly to any of your relatives whom it may determine to be fairly entitled to the payment.

All payments made by or to VSP in connection with the coverage of employees located in Canada shall be made in U.S. dollars using the exchange rate in effect at the time the check for the payment is issued.

All payments made by or to VSP in connection with the coverage of employees located elsewhere (other than in Canada) shall be made in lawful money of the United States, which, at the time of payment, is legal tender for public and private debts.

Recovery of Overpayments

If a benefit payment is made by VSP, to or on behalf of any person, which exceeds the benefit amount such person is entitled to receive in accordance with the terms of the Plan, VSP has the right to require the return of the overpayment on request, or to reduce, by the amount of the overpayment, any future benefit payment made to or on behalf of that person or another person in his or her family. Such right does not affect any other right of recovery the Plan or VSP may have with respect to such overpayment.

Examinations

VSP will have the right and opportunity to have an ophthalmologist or optometrist of its choice examine any person for whom benefits have been requested. This examination may be made at any reasonable time while a claim for benefits is pending or under review. All examinations shall be done at VSP's expense.

Legal Action

No legal action can be brought to recover any Plan benefit after three (3) years from the deadline for filing the claim for such benefit.

Misstatements

In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

IX

Information Required by the Employee Retirement Income Security Act of 1974

The following information together with this booklet form the Summary Plan Description under the Employee Retirement Income Security Act of 1974, sometimes called "ERISA."

- Name of Plan:

The Railroad Employees National Vision Plan.

- Plan Identification Numbers:

Employer Identification Number (EIN): 52-2084181
Plan Number (PN): 509

- Plan Administrator:

National Carriers' Conference Committee
Suite 500
1901 L Street, N.W.
Washington, D.C. 20036 (Telephone (202) 862-7200)

The Plan Administrator has authority to control and manage the operation and administration of the Plan and is the agent for service of legal process.

The Plan was established and is maintained pursuant to collective bargaining agreements between participating employers and various railway labor organizations. The employers are represented in connection with the establishment and maintenance of the Plan by

the National Carriers' Conference Committee.

- You may obtain a complete list of the employers and of the railway labor organizations that have agreed to participate in the Plan. You may also obtain a copy of any collective bargaining agreement pursuant to which the Plan was established or is maintained. If you wish to obtain such a list or a copy of any such collective bargaining agreement, you should make your request in writing addressed to the National Carriers' Conference Committee. A reasonable charge may be made for the list or copy of an agreement that you request.
- The list of participating employers and labor organizations and the collective bargaining agreements will also be made available for examination upon your written request at the office of the National Carriers' Conference Committee, at the headquarters office of the labor organization that represents you, at each employer establishment in which at least 50 employees covered by the Plan customarily work, and at the meeting hall or office of each union local in which there are at least 50 members covered by the Plan.
- You may receive, without charge, from the Plan Administrator, upon written request to its address, information as to whether a particular employer participates in the Plan, as to whether a particular labor organization is a participating organization (and if so, its or their addresses), and as to whether such employer is a participating employer with respect to one or more groups of its employees who are represented by such organization. However, the Plan Administrator cannot inform you whether you as an individual employee are covered as a participant, because that information is subject to agreements between the respective employers and organizations, to which the Plan Administrator is not a party and as to which it is not informed.
- Type of administration of the Plan: Insured
 - Mid-Atlantic Vision Service Plan, Inc. (VSP) insures the payment of Plan benefits.

- The Plan's administration is governed by the terms of an insurance policy issued by VSP and by other Plan documents. The Summary Plan Description provides a description of your Plan benefits. In connection with benefits, the insurance policy and other plan documents give VSP the discretion to construe and interpret the terms of the Plan. If you do not agree with a determination made by VSP, you may request a review of your claim (see HOW TO APPEAL A CLAIM on page 35).

- Source of contributions to the Plan:

Employer contributions at least sufficient to enable the Plan to pay the premiums for the insurance of Plan benefits.

- Date of the end of the Plan Year:

Each Plan Year ends on December 31.

- Plan Termination:

The right is reserved in the Plan for the Plan Administrator to amend or modify the Plan in whole or in part at any time.

The Plan Administrator has the right to terminate the Plan at any time by delivery to participating employers and labor organizations of written notice of such termination, except as such right may be limited by obligations undertaken in collective bargaining agreements.

In the event of termination of the Plan, the assets of the Plan will be used towards payment of obligations of the Plan and any remaining surplus will be distributed in the manner determined by the Plan Administrator to best effectuate the purposes of the Plan in accordance with the applicable regulations under ERISA.

The Plan will terminate as to an employer effective as of the first day of the second calendar month beginning after

the month during which the employer failed to pay in full all amounts required by the Plan to be paid within the time specified in a notice of termination transmitted to the employer from the Plan Administrator or VSP.

- As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that you are entitled, without charge, to examine - at the office of the National Carriers' Conference Committee, at the headquarters office of the labor organization that represents you, at each employer establishment in which 50 or more employees covered by the Plan customarily work, and at the meeting hall or office of each union local in which there are 50 or more members covered by the Plan - all Plan documents, including the collective bargaining agreements pursuant to which the Plan was established and is maintained, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- You are also entitled to obtain copies of all Plan documents and other Plan information upon written request to the National Carriers' Conference Committee. A reasonable charge may be made for each copy of any document that you request.
- You are entitled to 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 financial report.
- In addition to creating rights for Plan participants, ERISA imposes duties upon the persons who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so 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 to prevent you from obtaining a benefit provided by the Plan or from exercising your rights under ERISA.

- 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 are denied a benefit under the Plan, either in full or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. You also have the right to file suit in a federal or a state court. If Plan fiduciaries are misusing the Plan's money, or if you are being discriminated against for asserting your rights, you have the right to file suit in a federal court or request assistance from the U.S. Department of Labor. 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 your rights under ERISA and the Plan, you should contact the National Carriers' Conference Committee, or your employing officer, your union representative, or the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, 200 Constitution Avenue, N.W., Washington, DC 20210.

* * *

If you have any questions about the terms of the Plan or about the proper payment of benefits, you may obtain more information from VSP. If you have any questions about whether you are covered, you may obtain that information from your employer.