



VSP Vision Care® Plan

This document is a Summary Plan Description (SPD), as defined by the Employee Retirement Income Security Act of 1974 (ERISA), of the Toys“R”Us, Inc. VSP Vision Care® component of the Toys“R”Us, Inc. Health Benefits Plan (“Plan”). This SPD is a summary of the main features of the vision benefit component of the Plan in effect as of July 1, 2016. If there is any discrepancy between the information contained in this SPD and the Plan documents, the Plan documents will always govern. If there are legal rules that require changes that are not yet written into the Plan document, the Plan document will be interpreted by the Plan Administrator as including those legal rules.

Please note that nothing in this SPD is meant to imply a contract or guarantee of employment. Participation in the Plan does not preclude the Company from terminating your employment at any time, whether or not for cause, with or without notice.

Please read this document carefully and share the information with your family. If you have any questions about this Plan, please contact the **“R”Benefits Service Center** at **1-844-TRU-BENS**.

This Summary Plan Description supersedes and replaces any previous SPDs you have received describing the VSP Vision Care® Plan.

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Your VSP Vision Care® Plan Benefits at a Glance

Here are the highlights of the [VSP Vision Care® Plans](#). Benefits may be subject to certain limits and restrictions. Be sure to review the rest of this Summary Plan Description (SPD) for a more complete description of Plan benefits. This plan requires a separate election from your medical election. Expenses incurred (including copays, coinsurance and deductible amounts), under this plan do not apply to your medical and prescription drug plan, and vice versa.

For information about participation requirements, see [Eligibility and Enrollment](#); see [Administrative and Legal Information](#) for how to file a claim, continuation coverage, legal notices and where to obtain additional information.

VSP Vision Care® Plan	
Receive benefits	When you use a member and/or non-member doctor
Covered services	<ul style="list-style-type: none">• Annual eye exam• Prescription eyeglass (lenses & frame)• Prescription contact lenses

Covered Expenses

VSP has an extensive network of optometrists and ophthalmologists, conveniently located in medical offices and shopping centers close to your home or work. When you use a [VSP network doctor](#) your benefits are generally higher than if you receive vision care services [out-of-network](#) (see below).

For	Base Plan (In-network)	Buy-Up Plan (In-network)	Out-of-Network
Annual WellVision Exam®	100% after \$10 copay	100% after \$10 copay	Covered up to \$50
<p>Lenses (Single vision, lined bifocal, lined trifocal and lenticular)</p> <p>One pair each plan year, but not the cost of lens options – i.e., progressive lenses, tints, anti-reflective or scratch-resistant coatings, etc. – except polycarbonate lenses for dependent children, which are covered in full.</p>	100% after \$20 Material copay	<p>100% after \$20 Material copay</p> <p>Progressives Lenses are covered with a \$20 copay (this copay is separate from the material copay)</p>	<p>Single – up to \$50</p> <p>Lined Bifocal – up to \$75</p> <p>Lined Trifocal – Up to \$100</p>
Frame (one frame each plan year)	Covered Up to \$170 plus a 20% discount on the balance. Frame allowance is \$150. The allowance will increase by \$20 if member selects a featured frame brand	Covered up to \$220 plus a 20% discount on the balance. Frame allowance is \$200. The allowance will increase by \$20 if member selects a featured frame brand	Covered up to \$70

For	Base Plan (In-network)	Buy-Up Plan (In-network)	Out-of-Network
<p>Contact Lenses (one pair each plan year and the exam for their evaluation and/or fitting)</p> <ul style="list-style-type: none"> Elective (in lieu of lenses/frames) 	Covered up to \$150 for lenses with up to a \$60 copay for fitting and evaluation; plus a 15% discount on any professional fees for evaluation and fitting on any remaining balance.	Covered up to \$170 for lenses with up to a \$60 copay for fitting and evaluation; (plus a 15% discount on any professional fees for evaluation and fitting on any remaining balance.	Covered up to \$105
<ul style="list-style-type: none"> Visually necessary 	100% after \$20 copay	100% after \$20 copay	Covered up to \$210
<p>Low Vision Services</p> <ul style="list-style-type: none"> Supplemental testing (evaluation, testing, diagnosis and prescription of vision aids) 	100%*	100%*	Covered up to \$125*
<ul style="list-style-type: none"> Supplemental aids 	75%* of cost	75%* of cost	75%* of cost
<p>* Up to \$1,000 maximum benefit every two years for each covered person, for all low vision services combined.</p>			

In addition, you can obtain discounts on the following services when you use a [VSP network doctor](#).

- Lens Options - Average 35-40% off other lens options such as scratch-resistant or anti-reflective coating and progressive lenses.

Extra Savings and Discounts:

- Glasses and Sunglasses - 30% off additional glasses and sunglasses, including lens options, from the same [VSP](#) doctor on the same day as your WellVision Exam. Or get 20% off from any [VSP](#) doctor within 12 months of your last WellVision Exam.
- Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details.
- Retinal Screening - Guaranteed pricing on retinal screening as an enhancement to your WellVision Exam.
- Laser Vision Correction - Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any [VSP](#) doctor.

Diabetic Eyecare Plus Program - Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your [VSP](#) doctor for details. Copays apply.

Laser vision correction – visit www.vsp.com to:

- Get details about the program, laser vision correction and discount pricing
- Learn what to expect during surgery
- Download questions to ask your doctor
- Review and download Frequently Asked Questions about the procedure
- Find a network doctor.

After surgery, you can also use the Plan frame allowance (if eligible) toward the purchase of non-prescription sunglasses from any [network doctor](#).

Emergency Care

Vision care to treat a medical condition due to illness or injury is not covered under the [VSP Vision Care](#)® Plan. These services may be covered under your medical plan. For assistance with non-medical emergencies – such as lost, stolen or broken glasses – contact [VSP](#) directly.

Using a Network Doctor

To use a [VSP network doctor](#) (member doctor), follow these steps:

- Locate a network optometrist or ophthalmologist by contacting [VSP](#) online at www.vsp.com or by calling [VSP](#) Member Services at **1-800-877-7195**.
- When you make your appointment, identify yourself as a [VSP](#) member (you do not need an ID card).
- When you visit the doctor you pay the applicable copay. The doctor will bill [VSP](#) for the claim. You do not have to submit any claim forms.

Using an Out-of-network Doctor

If your doctor is not part of the [VSP](#) network, you pay the full cost for vision care services at the time you receive them. You must submit a claim for reimbursement within six months of the date of service. Your claim must include the following:

- An itemized receipt
- The name, address and phone number of the [out-of-network doctor](#)
- Our Company name and group number – Toys“R”Us, Inc. Group Number 12206591
- Your name, address and phone number
- The patient's name and birth date
- The patient's relationship to you.

Keep a copy of your claim and receipts and mail the originals to:

VSP
Attn: Out-of-Network Claims
P.O. BOX 385018
Birmingham, AL 35238

For information regarding claim filing deadlines, determinations and appeals, see [Administrative and Legal Information](#).

Expenses Not Covered

The VSP Vision Care® Plan does *not* cover the following expenses:

- Anti-reflective coating
- Blended lenses
- Color coating
- Cosmetic lenses
- Frames not fully covered by the Plan allowances
- Laminated lenses
- Mirror coating
- Optional cosmetic processes
- Oversize lenses
- Photochromic or tinted lenses (other than Pink #1 and Pink #2)
- Progressive multifocal lenses
- Scratch coating
- UV (ultraviolet) protected lenses.

If you elect any of the above options, the Plan will pay benefits only for the covered frames or lenses. You will be responsible for the additional cost.

In addition, there are no benefits for professional services or materials for:

- Costs above the Plan benefit
- Experimental corrective vision treatment
- Medical or surgical treatment of the eyes
- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than +/- .50 diopter power); or two pair of glasses in lieu of bifocals
- Replacement of lost or broken frames or lenses (more frequently than the Plan allows)
- Other services and materials not listed as covered Plan benefits.

Coverage during Approved Leaves of Absence

See [Eligibility and Enrollment](#) for information concerning continuation of benefits during an approved leave of absence.

In the Event of Your Death

If you die while you are an active team member covered under the [VSP](#) Vision Care® Plan, your covered dependents will receive 60 days of COBRA coverage at no cost. At the end of the 60 days, continued coverage is available for up to an additional 34 months at full COBRA (See Continuation of Coverage on next page) rates.

Termination of Coverage

[VSP](#) Vision Care® Plan coverage stops when:

- You stop making the required contributions
- Your employment ends or you are transferred to an ineligible class of employment
- The Plan ends
- The Plan is amended to exclude the class of employees that includes you
- You are no longer eligible.

Your dependent's coverage ends when yours does or when he or she:

- Loses his or her eligibility due to age or change in marital status – except for a disabled child for whom coverage can continue (see [Eligibility and Enrollment](#) for more information)
- Becomes covered as an “R”Us team member.

Conversion Privilege

[VSP](#) Vision Care® offers individual plans for you and your family if your (or your dependent's) coverage under the Toys“R”Us, Inc. Plan ends. For information about available benefits and rates, visit www.vsp.com and select Become a Member or visit www.vspindividualvision.com or call **800-785-0699**.

Continuation of Coverage (COBRA)

Federal law (the Consolidated Omnibus Budget Reconciliation Act of 1985, commonly known as COBRA) requires that the VSP Vision Care® Plan offer team members and their families the opportunity for a temporary extension of coverage (called “continuation coverage”) when coverage under the VSP Vision Care® Plan would otherwise end due to certain circumstances. The following is a summary of your rights and obligations under the continuation coverage provisions of the law.

If coverage under the VSP Vision Care® Plan ends as a result of a “qualifying event,” you and/or your eligible family members can elect to continue coverage, as shown below.

Eligible Family Member	Qualifying Event	You can choose continuation coverage for up to
Team member	<ul style="list-style-type: none"> Reduction in your hours of employment or transfer to an ineligible class of employment termination of your employment (for reasons other than gross misconduct on your part) 	18 months
	<ul style="list-style-type: none"> The team member or a covered dependent is disabled at termination of employment or reduction in hours or within The first 60 days of continuation coverage 	29 months
Spouse or domestic partner of a covered team member	<ul style="list-style-type: none"> Termination of the team member’s employment (for reasons other than gross misconduct) Reduction in the team member’s hours of employment or transfer to an ineligible class of employment 	18 months
	<ul style="list-style-type: none"> The team member or a covered dependent is disabled at termination of employment or reduction in hours or within the first 60 days of continuation coverage 	29 months
	<ul style="list-style-type: none"> Death of the team member Divorce or legal separation from the team member, or the end of the team member’s domestic partnership 	36 months
Dependent child of a covered team member, the team member’s spouse or domestic partner*	<ul style="list-style-type: none"> Termination of parent’s employment (for reasons other than gross misconduct) Reduction in parent’s hours of employment or transfer to an ineligible class of employment 	18 months
	<ul style="list-style-type: none"> The team member or a covered dependent is disabled at termination of employment or reduction in hours or within the first 60 days of continuation coverage 	29 months
	<ul style="list-style-type: none"> Death of the team member parent Parents’ divorce or legal separation, or domestic partnership ends Child is no longer an eligible dependent 	36 months

Eligible Family Member	Qualifying Event	You can choose continuation coverage for up to
<p>* A child born to or placed with you for adoption during a period of continuation coverage is also eligible for continuation coverage.</p>		

If your qualifying event is termination of employment or reduction in hours of employment and you became entitled to Medicare less than 18 months before the date coverage ended, the maximum COBRA period for your enrolled dependents lasts until 36 months after the date you became entitled to Medicare.

Your Responsibilities under the Law

Under the law, you or your dependent has the responsibility to notify the [COBRA Administrator](#) of your divorce, legal separation, or a child losing dependent status under the [VSP Vision Care® Plan](#). You must notify the [COBRA Administrator](#) at **1-866-932-9379** within 60 days after the later of:

- The date of the qualifying event
- or*
- The date that you would lose coverage due to a qualifying event.

If notice is not made within this time period, you will lose your right to elect continuation coverage.

If you discontinue your spouse’s coverage in anticipation of a divorce or legal separation, COBRA continuation coverage will be available effective from the date of the divorce or legal separation (but not before that date). If you need help acting on behalf of an incompetent beneficiary, contact the [COBRA Administrator](#) for assistance.

Once the [COBRA Administrator](#) is notified of a qualifying event, the dependent(s) losing coverage will be notified of the right to choose COBRA continuation coverage.

If you or your dependent continues coverage under COBRA, and that person’s marital status or mailing address changes, he or she must notify the [COBRA Administrator](#) on a timely basis.

Employer’s Responsibilities under the Law

Toys“R”Us, Inc. has the responsibility to notify the “R”Benefits Service Center in case of your death, termination of employment or reduction in hours, within 60 days of the event. Once the “R”Benefits Service Center is notified, the [COBRA Administrator](#) will notify you of your right to choose continuation coverage.

Choosing Continuation Coverage

If you choose continuation coverage, your coverage under the VSP Vision Care® Plan will be the same as it would have been had you not lost coverage. Your spouse or dependent children may elect to continue coverage, even if you do not make the election.

You have 45 days from the date of the initial election to make your first premium payment and any other premium payments that are due for periods of coverage that end before 45 days from the date of the election. Subsequent premiums are due on the premium due date, and must be paid in full within the 30-day grace period. The monthly premium is 102% of the full cost of coverage.

Note: Some states offer financial aid to help certain individuals pay for COBRA coverage. Contact your appropriate state agency regarding availability and eligibility requirements.

Duration of Coverage

The duration of COBRA coverage was explained earlier. However, VSP Vision Care® COBRA coverage may stop before then for any of the following reasons:

- Toys“R”Us, Inc. no longer provides vision coverage to any of its team members
- You do not pay the premium for continuation coverage in a timely manner
- You or your dependent becomes covered under another group vision plan (whether or not as an employee), unless that plan contains a provision that restricts the payment of benefits for a pre-existing condition that is not satisfied by the individual under the provisions of the Health Insurance Portability and Accountability Act of 1996.

Once continuation coverage stops, it cannot be reinstated. If you have any questions about the law, please contact the COBRA Administrator.

Continuation Coverage under the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA)

This federal law generally allows individuals called for military service to continue coverage for themselves and their dependents under the Plan. If you are on an approved military leave, you and your family can continue coverage for the duration of your leave – up to a maximum of five years – at the applicable team member contribution rate. If military service is longer than five years, you and your family may continue medical, dental, vision and Employee Assistance Program (EAP) coverage through COBRA.

If you don't continue your benefits during the leave or if you fail to make any of the required payments, you lose coverage as of the date you fail to make payment. You will receive information concerning your rights under COBRA at that time. When you return from leave, the benefits you had before your leave, or the benefits that are available upon your return from leave, will be reinstated as required by law unless you have made changes during Annual Enrollment or as a result of a qualified status change. If you do not return to employment, Toys“R”Us, Inc. may collect any unpaid contributions, as permitted by law. State law may provide additional rights.

For more information, including rates and time frames, contact the “R”Benefits Service Center.

Glossary of Key Terms

To help you understand how the VSP Vision Care® Plan works, you should familiarize yourself with the following key terms.

COBRA Administrator – ADP COBRA Services

Low vision services – Necessary professional services for severe visual problems not corrected with regular lenses.

VSP Network doctor (member doctor) – A licensed and qualified optometrist or ophthalmologist who has contracted with VSP Vision Care® to provide vision care services and/or vision care materials.

Out-of-network doctor (non-member doctor) – Any licensed and qualified optometrist, optician, ophthalmologist or vision care doctor who has not contracted with VSP Vision Care® to provide vision care services and/or vision care materials.

Plan year – The 12-month period beginning on July 1 and ending on June 30 of the following year, for which benefit elections are effective.

“R”Us Benefits.com - customized benefits website, where you can access benefits information and enroll online for Medical (including prescription drugs), Dental, Vision, Flexible Spending Accounts, Life Insurance, Accidental Death and Dismemberment Insurance, Spouse and Child Life Insurance, and Long-Term Disability. The site is available 24 hours a day, seven days a week.

“R”Benefits Service Center – Call **1-844-TRU-BENS**, Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time for assistance with benefit-related questions

Visually necessary – Services and materials necessary to restore or maintain a patient’s visual acuity and health and for which there is no less expensive professionally acceptable alternative.

VSP – VSP Vision Care®, the vision care doctor. For information or to find a network doctor, go to www.vsp.com/go/toysrus or contact VSP Member Services at **1-800-877-7195**.