

# Custom Lens Replacement Premium Plus Vision Plan (CLRP+)

*For the Treatment of Nearsightedness, Farsightedness, Astigmatism, and/or Presbyopia via Custom Lens Replacement. This Plan explains our commitment to your better vision under our Custom Lens Replacement Premium Plus Vision Plan (CLRP+).*

Name:

MRN:

## DEFINITIONS

These definitions apply only for this Plan.

- a. In this document, “us” or “our” or “we” or “CSLL” mean RLR Vision PLLC or Plano Vision PLLC, and their DBAs of ClearSight, ClearSight Center, and ClearSight LASIK and Lens (CSLL), and 43Vision.
- b. **Plan Goal Distance Vision (PGDV).** Before having Custom Lens Replacement (CLR), if a patient can read each letter on the 20/20 line of our distance vision chart with each eye separately (testing one eye at a time), even with their best glasses, we consider their Plan Goal Distance Vision to be 20/20 or better distance vision without glasses. However, if a patient cannot read every letter on the 20/20 line with each eye separately before their CLR procedure, even with their best glasses, they won't qualify for this plan's money-back commitment, and this PGDV definition won't apply. A qualified patient will be considered to have achieved PGDV if they can, without glasses, read most of the letters on the 20/20 line of our distance vision chart using either one eye alone or both eyes together at any time during the Post-Operative Period.
- c. **Post-Operative Period:** The 24 months immediately following your first refractive surgery procedure.
- d. **Enhancement:** A touch-up, fine-tuning, or retreatment surgery to improve your vision. It may or may not be the same type of procedure as the original procedure and will be performed only if our doctors believe, in their medical judgment, that it would be reasonably safe and effective. The cost to you, if any, is outlined below.
- e. **Procedure Fee:** Funds paid to us for your refractive surgery. Interest, finance charges, medications beyond the starter kit, and all other expenses are not part of the Procedure Fee.

**WHAT IS INCLUDED:** Your Procedure Fee includes your initial Custom Lens Replacement (CLR) procedure(s) and basic follow-up exams during the Post-Operative Period. It also includes any post-CLR YAG laser capsulotomy procedures and/or any LASIK or PRK procedures on the eye(s) covered by this plan that are necessary to optimize your CLR results before the end of the Post-Operative period. It also includes a starter kit of medications designed to cover the first three months of post-operative prescription eye drops. Lens rotations and exchanges are included and may be necessary, depending on your visual needs.

**WHAT IS NOT INCLUDED:** Your Procedure Fee does NOT include eyeglasses, contact lenses, punctum plugs, drops, or medications beyond those in the starter kit, replacement of lost starter kit medications, routine eye exams, or any exams or procedures needed due to disease, trauma, eye surgeries by doctors other than our doctors, or other causes not related to your procedure or which are outside of our control. This plan does not include any procedures other than the initial CLR procedures and any necessary YAG laser capsulotomy procedures, and any LASIK or PRK Enhancement procedures needed to optimize your CLR results as specified in this plan. This plan also does not cover any treatment of any non-covered eye. Eye exams after the Post-Operative Period will be performed at the then-current Post-Operative exam fees (currently \$195 per exam). This plan does not include the management or treatment of floaters, which is a degeneration and shrinking of the jelly in the back of the eye called the vitreous. Most people develop floaters naturally over time and they are part of the natural aging process. Lens Replacement or Cataract Surgery can increase the formation rate of floaters, especially in near-sighted people. Thankfully, most floaters do not need treatment as they resolve over time, but some do. Health insurance plans typically cover the management and removal of floaters.

This plan does not include the management and treatment of retinal detachment. The incidence of retinal detachment is higher in near-sighted people and occurs naturally with age. Having Cataract Surgery or Custom Lens Replacement could increase the risk. Health insurance plans typically cover the management and treatment of retinal detachment. We will refer you to a retinal specialist if a retinal detachment occurs.

## “20/20 OR IT’S FREE” MONEY BACK COMMITMENT PROVISION:

If our doctors determine that you meet the pre-CLR vision requirements as defined in the PGDV section above and are not excluded by the conditions and exclusions listed below, and our doctors determine that you have not achieved PGDV during the Post-Operative Period and that all Plan Conditions have

been met, we will refund your Procedure Fee and we will have no further obligations under this Plan. This goal will be considered met if you can read most letters on the 20/20 line of our standard **distance vision chart** using either one eye individually or both eyes together at any time during the Post-Operative Period. Refunds will only be issued once our doctors have determined that all follow-up care is complete and no further procedures or follow-up care are required of or by CSC. The time it takes to complete all follow-up care may differ for each patient. You must attend all follow-up care appointments recommended by your doctor to remain qualified for this money back provision. All refund requests must be made by the end of the Post-Operative Period. There will be no refunds for vision changes after the Post-Operative Period.

#### CONDITIONS AND EXCLUSIONS:

The Money Back provision of this plan does not apply if the patient:

- a. is not having both eyes treated with CLR at ClearSight;
- b. is not able to read all letters on the 20/20 line of our distance visual acuity chart with each eye individually before having CLR at ClearSight;
- c. is not willing to follow the surgeon's recommendation regarding the intra-ocular lenses or recommended laser vision correction, YAG Capsulotomy, or intra-ocular lens exchanges the surgeon believes would provide the patient's best vision;
- d. has previously had radial keratotomy (RK), Astigmatic Keratotomy (AK), or similar incisional refractive surgery;
- e. has previously had Conductive Keratoplasty;
- f. has a history of "lazy eye" (amblyopia) or eyes turning inward (esotropia) or eyes turning outward (exotropia);
- g. has previously had, currently has, or develops during the Post-Operative Period any retinal diseases (such as retinopathies, maculopathies, or other retinal diseases) as they may prevent 20/20 correctable vision;
- h. has previously had, currently has, or develops during the Post-Operative Period any front of the eye diseases (such as keratoconus, ectasia, or other corneal abnormalities) as they may prevent 20/20 correctable vision.

This money back commitment provision does not promise that you will achieve a specific level of near vision after CLR because the ideal near vision goal often varies from patient to patient. Our doctors will do their best to demonstrate the level of near vision you can expect after CLR and to help you achieve that level of near vision or even better.

This money back commitment provision should not be viewed as a medical guarantee but as a demonstration of our doctor's commitment to and confidence in their ability to help you achieve your best vision. We promise to work as hard as possible to help you achieve your best possible vision and, for those who qualify, back our promise with our "20/20 or its free" money back commitment provision. Exceptions to, or exclusion from, our money back commitment provision should not be viewed as a guarantee that you won't obtain 20/20 vision or that we will not work as hard as we can to help you achieve your best possible vision. Before your CLR procedure, our doctors will discuss the level of vision you can expect from their recommended course of treatment, and our goal will be to meet or exceed that expectation.

PLAN CONDITIONS: The following conditions may jeopardize the achievement and/or maintenance of better vision and will result in Plan termination:

- a. Failure to provide accurate and complete preoperative and/or post-operative information.
- b. Failure to follow preoperative and/or post-operative instructions.
- c. Failure to schedule and keep all post-operative appointments recommended by our doctors.
- d. Failure to use prescribed medications as directed.
- e. Failure to complete the entire course of treatment, including enhancements, as recommended by our doctors.
- f. Alcohol abuse and/or illegal drug use.
- g. Trauma or disease or other causes affecting vision which are outside of our control.
- h. Improper nutrition, including low calorie dieting.

Coverage will also be terminated in the event:

- i. You fail to maintain any procedure payment or financing agreements in a current status.
- j. We cease providing refractive surgery services. In such event, the patient acknowledges that CSC, their employees, agents, and all others are released from all obligations of this Plan.

IMPORTANT NOTES: Having CLR may not eliminate your need for glasses as it is possible to have CLR and still require glasses for fine print, dim light, extended sessions of near vision use, night driving, and other activities. Further, achieving improved vision should not be construed as relieving you from

satisfying any requirements for having a valid license to operate a motor vehicle. Medical and surgical outcomes cannot be guaranteed. This Plan does not guarantee that you will achieve or maintain any specific visual outcome, nor does it guarantee against complications. This Plan simply offers to provide services as outlined herein. This Plan, Modification, and/or Addendum, if applicable, together with your medical records (including patient information sheets, informed consents, and similar forms), represents the entire agreement between us and may not be amended or modified except by signed written agreement.

PATIENT TO INITIAL EACH STATEMENT BELOW:

- \_\_\_\_\_ “I understand this Plan is not a guarantee that I will achieve a specific visual outcome, and I accept the fact that I may achieve Better Vision and still require glasses for some activities.
- \_\_\_\_\_ “I have been given the opportunity to ask questions about this plan, and my questions have been answered to my satisfaction.”
- \_\_\_\_\_ “I have read, understand, and agree to the terms of this Plan and acknowledge receipt of a copy of this Plan.”
- \_\_\_\_\_ “It has been determined the patient qualifies to have CLR on: \_\_\_\_\_ eye(s).”

Patient’s Signature:

Verified By:

Physician’s Signature:

(Note: This Plan is not valid unless signed by the physician.)