

Blue Shield of California Life & Health Insurance Company Vision Disclosure Form

This disclosure form is only a summary of your vision Plan. The vision Policy which you can obtain from Blue Shield of California Life & Health Insurance Company (Blue Shield Life) should be consulted to determine the terms and conditions governing your coverage. The vision Policy is on file with Blue Shield Life and a copy will be furnished upon request.

The Policy describes the terms and conditions of coverage of your Blue Shield Life vision Plan. It is your right to review the Policy prior to enrollment in the vision Plan.

To obtain a copy of the Policy, or if you have questions about the Benefits of the Plan, please contact the vision customer service department at 1-877-601-9083. The hearing impaired may contact customer service by calling the 711.

Please read this disclosure form carefully and completely so that you understand which services are Covered Services, and the limitations and exclusions that apply to the Plan.

A Benefit Summary, summarizing key elements of your Blue Shield Life vision Plan, is also being provided to assist you in comparing vision plans available to you.

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Your Blue Shield of California Life & Health Insurance Company's (Blue Shield Life) vision Plan is administered by Medical Eye Services, Inc. (MESVision).

CHOICE OF PROVIDERS

You may obtain services from a list of Participating Providers by contacting customer service at 1-877-601-9083 or via our website www.blueshieldca.com.

Participating Providers receive payment directly from the Plan.

You may also obtain services from Non-Participating Providers. If you use a Non-Participating Provider, you will be required to

pay the providers bill at the time of service. You can get reimbursed by submitting a claim form or by logging on to www.blueshieldca.com.

PAYMENT OF BENEFITS

A Participating Provider will submit a claim for Covered Services on-line or by claim form. Participating Providers will accept Blue Shield Life's payment for Covered Services as payment in full except as noted in the Benefit Summary.

When Covered Services are provided by a Non-Participating Provider, you or the Non-Participating Provider must submit a Vision

Service Report Form (claim form C-4669-61) which can be obtained from our website located at www.blueshieldca.com. This form must be completed in full and submitted with all related receipts to:

Blue Shield Life
P.O. Box 25208
Santa Ana, California
92799-5208

Covered Services provided by a Non-Participating Provider are reimbursed up to the Allowance under the Benefit Summary. Blue Shield Life will send payments directly to you and you are responsible for payment to the Non-Participating Provider. You may also assign payment to the Non-Participating Provider who will then receive payment directly from Blue Shield Life. You are responsible for the difference between the Non-Participating Provider's charges and the Allowance under the Benefit Summary, as well as any applicable Copayment and charges for frames or lenses above the Allowance.

Information regarding your Benefits can be found by consulting your Benefit information or by calling Blue Shield Life's customer service at 1-877-601-9083.

Providers do not receive financial incentives or bonuses from Blue Shield Life.

GRACE PERIOD

After payment of the first Dues, the policyholder is entitled to a grace period of 31 days for the payment of any dues due. During this grace period, the Policy will remain in force. However, the policyholder will be liable for payment of dues accruing during the period the Policy continues in force.

PRINCIPAL BENEFITS AND COVERAGES

The Benefits of the Plan are listed in the Benefit Summary. Blue Shield payments for these services, if applicable, are also listed in the Benefit Summary.

PRINCIPAL EXCLUSIONS

Blue Shield Life does not cover services or Materials in connection with:

1. Orthoptics or vision training, subnormal vision aids or non-prescription lenses for glasses when no prescription is indicated;
2. Replacement or repair of lost or broken lenses or frames except as provided under this Policy;
3. Any eye examination required by an employer as a condition of employment;
4. Medical or surgical treatment of the eyes;
5. Contact lenses, except as specifically stated in the Benefit Summary;
6. Artistically painted lenses;
7. Plano (non-prescription) lenses; or
8. Services for or incident to any injury arising out of, or in the course of any employment for salary, wage or profit if such injury or disease is covered by workers' compensation law, occupational disease law or similar legislation. However, if Blue Shield Life provides payment for such services, it shall be entitled to establish a lien upon such other Benefits up to the amount paid by Blue Shield Life for the treatment of the injury or disease;
9. Services required by any government agency or program, federal, state, or subdivision thereof;
10. Services and Materials for which the Insured Person is not legally obligated to pay, or services or Materials for which no charge is made to the Insured Person; and
11. Services not specifically listed as a Benefit.

TERMINATION OF BENEFITS

The Policy may be terminated or cancelled as follows:

1. Termination by the Insured Person:

An Insured Person desiring to terminate the Policy shall give Blue Shield Life 30 days written notice.

2. Termination by Blue Shield Life through cancellation:

Blue Shield Life may cancel the Policy with five (5) days written notice for the following reasons:

- a. Fraud or deception in obtaining, or attempting to obtain, Benefits under the Policy; or
- b. Knowingly permitting fraud or deception by another person in connection with the Policy, such as, without limitation, permitting someone to seek Benefits under the Policy, or improperly seeking payment from Blue Shield Life for Benefits provided.

Cancellation of the Policy under this section will terminate the Policy five (5) days after the date that written notice of termination is mailed to the Insured Person. It is not retroactive to the original Effective Date of the Policy.

3. Termination by Blue Shield Life if the Insured Person moves out of California:

Blue Shield Life may cancel the Policy upon thirty (30) days written notice if the Insured Person moves out of California. See the section entitled Transfer of Coverage for additional information.

Within 30 days of the notice of cancellation under sections 2 or 3 above, Blue Shield Life shall refund the prepaid premiums, if any, that Blue Shield Life determines will not have been earned as of the termination date. Blue Shield Life reserves the right to subtract from any such premiums refund any amounts paid by Blue Shield Life for Benefits paid or payable by Blue Shield Life prior to the termination date.

4. Termination by Blue Shield Life due to withdrawal of the Policy from the market:

Blue Shield Life may terminate the Policy together with all like Policies to withdraw it from the market. In such instances you will be given 90 days written notice and the opportunity to enroll in any other

individual vision Policy without regard to health status-related factors.

5. Cancellation of the Policy for non-payment of premiums:

Blue Shield Life may cancel the Policy for failure to pay the required premiums, when due. If the Policy is being cancelled because you failed to pay the required premiums when due, then coverage will end 30 days after the date for which these premiums are due. You will be liable for all premiums accrued while the Policy continues in force including those accrued during this 31 day grace period.

Within five (5) business days of canceling the Policy, the Plan will mail you a Notice Confirming Termination of Coverage, which will inform you of the following:

- a. That the Policy has been cancelled, and the reasons for cancellation; and
- b. The specific date and time when coverage for you ended.

6. Reinstatement of the Policy after termination for non-payment:

If the Policy is cancelled for non-payment of premiums the Plan will permit reinstatement of the Policy or coverage once per Calendar Year without requiring an application, without a change in premiums and without consideration of your medical condition, if the amounts owed are paid within 15 days of the date the Notice Confirming Termination of Coverage is mailed to you.

If your request for reinstatement and payment of all outstanding amounts is received after the required 15 days, or if the Policy is cancelled more than once per Calendar Year, then the Plan is not required to reinstate you, and you will need to submit an application for coverage. In this case, any receipt of premium payments will be conditional upon Blue Shield Life's approval of your new application.

Based on your new application, the Plan may impose different premiums and consider your medical condition. If your application is approved, your Policy will

be reinstated. If your application is denied, Blue Shield Life will notify you in writing of the disapproval. If you have not received notification of your application status, Blue Shield Life will reinstate your Policy 45 days after the conditional receipt of premiums.

UTILIZATION REVIEW

State law requires that vision plans disclose to Insured Persons and health plan providers the process used to authorize or deny health care services under the Plan.

Blue Shield Life has documented this process ("utilization review"), as required under Section 1363.5 of the California Health and Safety Code.

To request a copy of the document describing this utilization review process, call the vision customer service department at 1-877-601-9083.

CLAIMS REVIEW

Blue Shield Life reserves the right to review all claims to determine whether any exclusions or limitations apply.

Blue Shield Life may use the services of physician consultants, peer review committees or professional societies and other consultants to evaluate claims.

RENEWAL PROVISIONS

The vision Policy is issued for a one year period.

MONTHLY PREMIUMS

Blue Shield Life offers a variety of options and methods by which you may pay your premiums. Please call customer service at 1-877-601-9083 to discuss these options or visit the Blue Shield Life website at www.blueshieldca.com.

The initial premiums are payable on the effective date of this vision Plan, and subsequent dues are payable on the same date of each succeeding month.

The premiums of this Plan are subject to change following at least 60 days written notice by Blue Shield Life.

OTHER CHARGES

Copayments, Benefit Levels and Maximums

Certain Benefits of this vision Plan require the application of Copayments and charges in excess of Benefit maximums and/or may be subject to maximum payments. Please refer to the Benefit Summary to find information regarding the maximums that are applicable to the Plan.

PLAN CHANGES

The Benefits of this Plan are subject to change following at least 60 days' written notice by Blue Shield Life.

GRIEVANCE PROCESS

Blue Shield Life has established a grievance procedure for receiving, resolving, and tracking Insured Persons' grievances.

The Insured Person, a designated representative, or a provider on behalf of the Insured Person, may contact the customer service department by telephone, letter, or online to request a review of an initial determination concerning a claim or service. An Insured Person may contact Blue Shield Life at 1-877-601-9083. The hearing impaired may contact customer service by calling the 711. If the telephone inquiry to customer service does not resolve the question or issue to the Insured Person's satisfaction, the Insured Person may request a grievance at that time, which the customer service representative will initiate on the person's behalf.

Blue Shield Life will acknowledge receipt of a grievance within 5 calendar days. Grievances are resolved within 30 days. The grievance system allows Insured Persons to file grievances within 180 days following any incident or action that is the subject of the Insured Person's dissatisfaction.

External Independent Medical Review

If your grievance involves a claim for services for which coverage was denied by Blue

Shield Life or by a contracting provider in whole or in part on the grounds that the service is not medically necessary, you may choose to make a request to the Department of Insurance to have the matter submitted to an independent agency for external review in accordance with California law. You normally must first submit a grievance to Blue Shield Life and wait for at least 30 days before you request external review; however, if your matter would qualify for an expedited decision, you may immediately request an external review following receipt of notice of denial. You may initiate this review by completing an application for external review, a copy of which can be obtained by contacting customer service. The Department of Insurance will review the application and, if the request qualifies for external review, will select an external review agency and have your records submitted to a qualified specialist for an independent determination of whether the care is medically necessary. You may choose to submit additional records to the external review agency for review. There is no cost to you for this external review. You and your physician will receive copies of the opinions of the external review agency. The decision of the external review agency is binding on Blue Shield Life; if the external reviewer determines that the service is medically necessary, Blue Shield Life will promptly arrange for the service to be provided or the claim in dispute to be paid. This external review process is in addition to any other procedures or remedies available to you and is completely voluntary on your part; you are not obligated to request external review. For more information regarding the external review process, or to request an application form, please contact customer service.

California Department Of Insurance Review

The California Department of Insurance is responsible for regulating health insurance. The Department's Consumer Communications Bureau has a toll-free number 1-800-927-HELP (4357) or TDD 1-800-482-4833 to receive complaints regarding health insurance from either the Insured Person or his or her provider. If you have a

complaint against your insurer, you should contact the insurer first and use their grievance process. If you need the Department's help with a complaint or grievance that has not been satisfactorily resolved by the insurer, you may call the Department's toll-free telephone number from 8am – 6pm, Monday – Friday (excluding holidays). You may also submit a complaint via the website www.insurance.ca.gov
Error! Hyperlink reference not valid. or in writing to:

California Department of Insurance
Consumer Communications Bureau
300 S. Spring Street, South Tower
Los Angeles, CA 90013

CONFIDENTIALITY OF PERSONAL AND HEALTH INFORMATION

Blue Shield Life is committed to protecting your personal and health information in each of the settings in which such information is received or exchanged.

When you complete an application for coverage, your signature authorizes Blue Shield Life to collect personal and health information that includes both your medical information and individually identifiable information about you such as your address, telephone number, or other individual information. If you become a Blue Shield Life Insured Person, this general consent allows Blue Shield Life to communicate with your physicians and other providers regarding treatment and payment decisions.

Blue Shield Life also participates in quality measurement activities that may require us to access your personal and health information. We have policies to protect this information from inappropriate disclosure and we release this information only if aggregated or encoded. We will not disclose, sell, or otherwise use your personal and health information unless permitted by law and to the extent necessary to administer the health plan. We will obtain written authorization from you to use your personal and health information for any other purpose. For any of our prospective or current Insured Persons unable to give

consent, we have a policy in place to protect your rights and that permits your legally authorized representative to give consent on your behalf. Blue Shield Life also will not release your personal and health information to your employer without your specific authorization, unless such release is permitted by law.

Through its contracts with providers, Blue Shield Life has policies in place to allow you to inspect your medical records maintained by your provider and, when needed, to include a written statement from you. You also have the right to review personal and health information that may be maintained by Blue Shield Life.

If you are a prospective, current, or former Insured Person and need more detailed information about Blue Shield Life's Corporate Confidentiality policy, it is available on Blue Shield Life's website at www.blueshieldca.com or by calling customer service.

A STATEMENT DESCRIBING BLUE SHIELD LIFE'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

DEFINITIONS

Whenever any of the following terms are capitalized in this vision Plan, they will have the meaning below:

Allowable Amount – the maximum amount Blue Shield Life will pay for Covered Services, or the provider's billed charge for those Covered Services, whichever is less. Unless specified for a particular service elsewhere in this Policy, the Allowable Amount is:

1. For a Participating Provider: the amount the Participating Provider and the contracted VPA have agreed by contract will be accepted as payment in full for the service(s) rendered; or
2. For a Non-Participating Provider: the amount is the lesser of the billed

charge or the Allowance for the Covered Service.

Allowance – A dollar amount available to apply towards Covered Services.

Benefit Summary – Defined as a document that summarizes vision plan(s) available to you, including a description of covered Benefits under each vision plan(s).

Calendar Year – a period beginning at 12:01 A.M. on January 1 of any year and ending at 12:01 A.M. January 1 of the next year.

Copayment – the amount that an Insured Person is required to pay for certain Covered Services.

Covered Services (Benefits) – only those services which an Insured Person is entitled to receive pursuant to the terms of the Policy.

Insured Person – an Insured Person or dependent who has completed an enrollment form approved by Blue Shield Life and for whom coverages provided by this Policy are in effect.

Materials – any type of lenses, including contact lenses (medically necessary or Elective), frames, and low vision aids.

MESVision – Medical Eye Services, Inc. (MESVision) makes available a contracted network of Participating Providers and administers claims on Blue Shield Life's behalf for eyewear and eye exams covered under this vision Plan. The MESVision address is: P.O. Box 25208, Santa Ana, California 92799-5208.

Non-Participating Provider – a licensed ophthalmologist, optometrist, or dispensing optician who has neither certified nor accepted the terms of the policy with Blue Shield Life nor of a service contract with the VPA.

Participating Provider – a licensed ophthalmologist, optometrist, or optician who has certified his willingness to accept Blue Shield Life's terms and conditions and compensations as payment in full for Covered Services.

Policy – an insurance policy issued by Blue Shield Life to the Insured Person.

Plan – the vision plan indicated on the cover of this document.

