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

This disclosure form is only a summary of your vision plan. The group policy which you can obtain from your employer should be consulted to determine the terms and conditions governing your coverage. The group policy is on file with your employer and a copy will be furnished upon request.

The Certificate of Insurance (COI) booklet describes the terms and conditions of coverage of your Blue Shield of California Life & Health Insurance Company vision plan. It is your right to review the COI prior to enrollment in the vision plan.

To obtain a copy of the COI, 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 1-877-735-2929.

Please read this disclosure form carefully and completely so that you understand which services are covered vision care services, and the limitations and exclusions that apply to the plan.

A Summary of Benefits, summarizing key elements of your Blue Shield of California Life & Health Insurance Company vision plan, and other Blue Shield of California vision plans, 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 the Vision Plan Administrator (VPA).

#### 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 <a href="https://www.blueshieldca.com">www.blueshieldca.com</a>. 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 obtaining a claim form from your employer or by logging on to <a href="https://www.blueshieldca.com">www.blueshieldca.com</a>.

#### PAYMENT OF BENEFITS

A Participating Provider will submit a claim for covered services online 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 Summary of Benefits.

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:

Vision Plan Administrator Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111

Covered services provided by a non-participating provider are reimbursed up to the Allowed Amount under the Summary of Benefits. Blue Shield Life will send payments directly to you and you are responsible for payment to the non-participating provider. You may assign

payment to the non-participating provider who then will receive payment directly from the VPA. You are responsible for the difference between the non-participating provider's charges and the Allowed Amount under the Summary of Benefits, as well as any applicable copayment and charges for frames or lenses above the Allowed Amount.

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

Blue Shield Life will provide benefits for the following services:

- 1. One comprehensive eye examination in a 12 consecutive-month period.
- 2. One of the following in a 12 or 24 consecutive-month period.
  - a. One pair of eyeglasses including a pair of spectacle lenses and a frame, or
  - b. Elective Contact Lenses up to the benefit Allowance (selected for cosmetic reasons or for convenience), or
  - c. one pair of non-elective (medically necessary) contact lenses following cataract surgery; or when contact lenses are the only means to correct visual acuity to 20/40 for keratoconus or 20/60 for

anisometropia; or for certain conditions of myopia (12 or more diopters), hyperopia (7 or more diopters) or astigmatism (over 3 diopters)

- d. one pair of plano (non-prescription) sunglasses when the member who have had PRK, LASIK, or custom LASIK vision correction laser surgery. An eye exam by a Participating Provider or a note from the surgeon who performed the laser surgery is required to verify laser surgery.
- With selected plan purchases, one contact lens evaluation (for one set of standard contact lenses) when provided as part of the annual comprehensive exam with up to two follow up fittings in a 12 consecutivemonth period.
- 4. With selected plan purchases, additional elective contact lens materials Allowance up to the benefit amount once in a 12 or 24 consecutive-month period.

#### PRINCIPAL EXCLUSIONS

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

- Orthoptics or vision training, subnormal vision aids or nonprescription lenses for glasses;
- 2. replacement or repair of lost or broken lenses or frames;
- 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 Summary of Benefits; or
- 6. 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 actually paid or reimbursed by workers' compensation law, occupational disease law or similar legislation. 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

#### **TERMINATION OF BENEFITS**

Your coverage will terminate on the earliest of:

- 1. the date the policy is terminated;
- 2. the last day of the Insurance Month in which you request termination;
- the last day of the last month for which premiums are paid on your behalf;
- the date you cease to be in a class of employees which is eligible for coverage under the policy;
- with respect to any particular benefit, the date that portion of the policy providing such benefit terminates;
- 6. the date on which your employment or membership, (as applicable) with the group policyholder terminates; or
- 7. the date you enter the armed services of any state or country on active duty; except for duty of 30 days or less for training in the reserves or national guard.

Ceasing active work is deemed termination of employment and results in termination of coverage; except as follows:

- If you are disabled due to illness or injury, then coverage may be continued during the disability for up to 12 months; provided premium payments are made on your behalf.
- If active work ceases due to a temporary lay off, an approved leave of absence, or a military leave, then coverage may be continued after the lay off or leave began (provided premium payments are being made on your behalf).

#### **UTILIZATION REVIEW**

State law requires that vision plans disclose to members 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 group policy is issued for a one year period.

#### MONTHLY PREMIUMS

The monthly premiums for you and your dependents are indicated in your employer's group policy. Check with your employer regarding the share you may be required to pay. 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.

All premiums required for coverage for you and your dependents will be handled through your employer and must be paid to Blue Shield Life.

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

#### **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 Summary of Benefits 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 to your employer.

#### **Declining Coverage**

Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require review of your medical history that could result in higher premium or you could be denied coverage entirely.

### Continuation of Coverage: COBRA

If your employment with your current employer ends, you and your covered dependents may qualify for continued group coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985. Please refer to the COI for information regarding your eligibility for COBRA.

## Small Employer Cal-COBRA Coverage

State law provides that members who enroll in a group plan and later lose eligibility may be entitled to continuation of group coverage. Please refer to the COI for information regarding your eligibility for Cal-COBRA.

#### **GRIEVANCE PROCESS**

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

The insured, a designated representative, or a provider on behalf of the insured, 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 may contact Blue Shield Life at 1-877-601-9083. The hearing impaired may contact customer service by calling the 1-877-735-2929. If the telephone inquiry to customer service does not resolve the question or issue to the insured's satisfaction, the insured may request a arievance 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 insureds to file grievances within 180 days following any incident or action that is the subject of the insured'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 application form, please contact customer service.

## California Department Of Insurance Review

The California Department of Insurance is responsible for regulating 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 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

http://interactive.web.insurance.ca.

**gov/contactCSD/ContactUs.jsp** 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 member, 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 members 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 member and need more detailed information about Blue Shield Life's Corporate Confidentiality policy, it is available on Blue Shield Life's Web site at <a href="https://www.blueshieldca.com">www.blueshieldca.com</a> 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:

 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. 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.

**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.

Vision Plan Administrator (VPA) — Bl∪e Shield of California Life & Health Insurance Company has contracted with the Plan's Vision Plan Administrator (VPA). The contracted VPA is a vision care service plan licensed by the California Department of Insurance, which contracts with Blue Shield Life to administer delivery of Covered Services under this Vision Plan through a network of Participating Providers. The contracted VPA also contracts with Blue Shield Life to serve as a claims administrator for the processing of claims for services received from Non-Participating Providers.



### **NOTICES AVAILABLE ONLINE**

#### **Nondiscrimination and Language Assistance Services**

Blue Shield complies with applicable state and federal civil rights laws. We also offer language assistance services at no additional cost.

View our nondiscrimination notice and language assistance notice: **blueshieldca.com/notices**. You can also call for language assistance services: **(866) 346-7198 (TTY: 711)**.

If you are unable to access the website above and would like to receive a copy of the nondiscrimination notice and language assistance notice, please call Customer Care at (888) 256-3650 (TTY: 711).

#### Servicios de asistencia en idiomas y avisos de no discriminación

Blue Shield cumple con las leyes de derechos civiles federales y estatales aplicables. También, ofrecemos servicios de asistencia en idiomas sin costo adicional.

Vea nuestro aviso de no discriminación y nuestro aviso de asistencia en idiomas en <u>b</u>lueshieldca.com/notices. Para obtener servicios de asistencia en idiomas, también puede llamar al (866) 346-7198 (TTY: 711).

Si no puede acceder al sitio web que aparece arriba y desea recibir una copia del aviso de no discriminación y del aviso de asistencia en idiomas, llame a Atención al Cliente al **(888) 256-3650 (TTY: 711)**.

#### 非歧視通知和語言協助服務

Blue Shield 遵守適用的州及聯邦政府的民權法。同時,我們免費提供語言協助服務。

如需檢視我司的非歧視通知和語言幫助通知,請造訪 blueshieldca.com/notices。您還可致電尋求語言協助服務: (866) 346-7198 (TTY: 711)。

如果您無法造訪上述網站,且希望收到一份非歧視通知和語言幫助通知的副本,請致電客戶服務部,電話: (888) 256-3650 (TTY: 711)。