

Disclosure

Specialty Duo Vision Plan

Disclosure for Medicare Supplement Members

An Independent Licensee of the Blue Shield Association

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blueshieldca.com

Blue Shield Life Disclosure Form: Specialty Duo Vision Plan For Medicare Supplement Members

This Disclosure Form is only a summary of your vision Plan. The Vision Policy should be consulted to determine the terms and conditions governing your coverage.

The Certificate of Insurance (COI) booklet describes the terms and conditions of coverage of your Blue Shield Life vision Plan. It is your right to view 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 benefit summary, summarizing key elements of the Blue Shield Life Vision Plan you are being offered, is provided with this Disclosure Form to assist you in comparing vision plans available to you.

IMPORTANT

If you opt to receive vision services that are not covered services under this Plan, a Participating Vision Provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with vision services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about vision coverage options, you may call member services at (888) 702-4171 or your insurance broker. To fully understand your coverage, you may wish to carefully review this Disclosure document.

Table of Contents

WAITING PERIOD	4
CHOICE OF PROVIDERS	4
CONTINUITY OF CARE BY A TERMINATED PROVIDER	4
FINANCIAL RESPONSIBILITY FOR CONTINUITY OF CARE SERVICES.....	4
PAYMENT OF BENEFITS	4
GRACE PERIOD	5
COVERED SERVICES AND SUPPLIES.....	5
GENERAL EXCLUSIONS AND LIMITATIONS	6
TERMINATION OF BENEFITS.....	7
UTILIZATION REVIEW	7
CLAIMS REVIEW.....	7
MONTHLY PREMIUMS	7
RENEWAL PROVISIONS	7
DURATION OF THE POLICY	8
TERMINATION / REINSTATEMENT OF THE POLICY	8
GRIEVANCE PROCESS.....	9
CALIFORNIA DEPARTMENT OF INSURANCE REVIEW.....	10
DEFINITIONS	10

PLEASE READ THE FOLLOWING INFORMATION SO THAT YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS YOUR VISION CARE MAY BE OBTAINED.

The Specialty Duo (Dental + Vision) Plan package for Medicare Supplement members consists of a dental plan and a vision plan which is offered at a package rate. This disclosure describes the Benefits of the Specialty Duo Vision Plan for Medicare Supplement members, the vision plan in the Specialty Duo (Dental + Vision) package for Medicare Supplement members.

Blue Shield Life's vision plans are administered by a Vision Plan Administrator (VPA) which is an entity that contracts with Blue Shield Life to administer delivery of eyewear and eye exams covered 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.

WAITING PERIOD

There is no waiting period before Benefits are available under this Plan.

CHOICE OF PROVIDERS

An Insured may select any licensed ophthalmologist, optometrist, or optician to provide Covered Services hereunder, including such providers outside of California. A Directory of Participating Providers is available on Blue Shield Life's internet site located at [/www.blueshieldca.com](http://www.blueshieldca.com). You may also obtain this information from the

VPA by calling the telephone number listed in this vision benefit.

CONTINUITY OF CARE BY A TERMINATED PROVIDER

Insureds who are being treated for acute conditions, serious chronic conditions, or who are children from birth to 36 months of age, or who have received authorization from a now-terminated provider for surgery or another procedure as part of a documented course of treatment can request completion of care in certain situations with a provider who is leaving a Vision Plan Administrator's network of Participating Providers. Contact Customer Service to receive information regarding eligibility criteria and the policy and procedure for requesting continuity of care from a terminated provider.

FINANCIAL RESPONSIBILITY FOR CONTINUITY OF CARE SERVICES

If an Insured is entitled to receive Covered Services from a terminated provider under the preceding Continuity of Care provision, the responsibility of the Insured to that provider for Covered Services rendered under the Continuity of Care provision shall be no greater than for the same Covered Services rendered by a Participating provider in the same geographic area.

PAYMENT OF BENEFITS

A Participating Provider will submit a claim for Covered Services online to the VPA 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 Allowed Amount under the Benefit Summary. Blue Shield Life will send payments directly to you. You are responsible for the difference between the Non-Participating Provider's charges and the Allowed Amount under the Benefit Summary, 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 Premium, the Subscriber is entitled to a grace period of 30 days for the payment of any Premium due. During this grace period, the Policy will remain in force. However, the Subscriber will be liable for payment of Premiums accruing

during the period the Policy continues in force.

COVERED SERVICES AND SUPPLIES

Covered Services under this Specialty Duo Vision Plan for Medicare Supplement members are limited to the following:

One comprehensive eye examination in a 12 consecutive-month period. A comprehensive examination represents a level of service in which a general evaluation of the complete visual system is made. The comprehensive services constitute a single service but need not be performed at one session. The service may include history, general medical observation, external and ophthalmoscopic examination, gross visual fields and basic sensorimotor examination. It often includes, as indicated: biomicroscopy, examination for cycloplegia or mydriasis, tonometry and usually determination of the refractive state unless known, or unless the condition of the media precludes this or it is otherwise contraindicated, as in presence of trauma or severe inflammation.

You are responsible for a Copayment (as stated in the Summary of Benefits) for the purchase of frames, lenses or contact lenses.

One pair of spectacle lenses in a 24 consecutive-month period or at a 12 month interval if the examination indicates a Prescription Change.

One frame in a 24 consecutive-month period.

One pair of non-elective (medically necessary) contact lenses, which are

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) when provided in lieu of other eyewear once every 24 consecutive months or at a 12 month interval if the examination indicates a Prescription Change. A report from the provider and prior authorization from the contracted VPA is required.

Elective Contact Lenses up to the benefit allowance (for cosmetic reasons or for convenience) when provided in lieu of other eyewear once every 24 consecutive months or at a 12 month interval if the examination indicates a Prescription Change.

The contact lens allowance may be used towards a contact lens fitting fee. You are responsible for requesting this information from your provider.

The plano (non-prescription) sunglasses benefit is for Employees only (not Dependents) and only for Employees who have had PRK, LASIK, or custom LASIK vision correction 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. The surgeon's note must be submitted with the claim for plano sunglasses. The plano sunglasses benefit is offered in lieu of the frame benefit, not in addition to the frame benefit. This benefit may only be obtained from Participating Providers and only once in a consecutive 24-month period.

GENERAL EXCLUSIONS AND

LIMITATIONS

GENERAL EXCLUSIONS

Unless exceptions to the following are specifically made elsewhere in this booklet, no Benefits are provided for:

1. Orthoptics or vision training, subnormal vision aids or non-prescription lenses for glasses when no Prescription Change 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 provided;
6. Contact lens exams, fittings, or evaluations, except as specifically provided;
7. 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;
8. Services required by any government agency or program, Federal, state, or subdivision thereof;

9. Services and materials for which the Subscriber is not legally obligated to pay, or services or materials for which no charge is made to the Subscriber;
10. Services not specifically listed as a benefit; and
11. Comprehensive examination benefit does not include fitting fees for contact lenses.

TERMINATION OF BENEFITS

Whenever this Policy provides for a date of commencement or termination of any part or all of the coverage herein, such commencement or termination shall be effective at 12:01 A.M. Pacific Time of the commencement date and as of 11:59 p.m. Pacific Time of the termination date.

UTILIZATION REVIEW

State law requires insurers to disclose to insureds and providers the process used to authorize or deny services under the plan.

Blue Shield Life has documented this process ("utilization review"), as required under Section 10123.135 of the California 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

The Plan reserves the right to review all claims to determine if any exclusions or limitations apply.

Blue Shield Life may use the Services of vision care consultants, peer review committees of professional societies, and other consultants to evaluate claims.

MONTHLY PREMIUMS

Monthly Premiums are as stated in the Vision Policy. Blue Shield Life offers a variety of options and methods by which you may pay your Premiums. Please call Customer Service to discuss these options or visit the Blue Shield Life internet site at www.blueshieldca.com.

Payments by mail are to be sent to:

Blue Shield Life
P.O. Box 51827

Los Angeles, CA 90051-6127

Additional Premiums may be charged in the event that a state or any other taxing authority imposes upon Blue Shield Life a tax or license fee, which is calculated upon, base Premiums or Blue Shield Life's gross receipts or any portion of either. Premiums may increase from time to time as determined by Blue Shield Life. You will receive 60 days written notice of any changes in the monthly Premiums for this Plan.

RENEWAL PROVISIONS

Blue Shield Life shall renew this Policy, except under the following conditions:

1. Non-Payment of Premiums;
2. Fraud, misrepresentations, or omission;
3. Termination of plan type by Blue Shield Life;

4. Subscriber moves out of California or the Subscriber is no longer a Resident of California;
5. If a bona fide association arranged for the Subscriber's coverage under this Policy, when that Subscriber's membership in the association ceases.

DURATION OF THE POLICY

This Policy shall be renewed upon receipt of prepaid Premiums. Renewal is subject to Blue Shield Life's right to amend this Policy. Any change in Premiums or benefits, including but not limited to Covered Services, Deductible, Copayment, coinsurance, and Calendar Year Maximum Payment, are effective after 60 days notice to the Subscriber's address of record with Blue Shield Life.

TERMINATION / REINSTATEMENT OF THE POLICY

This Policy may be terminated or cancelled as follows:

1. Termination by the Subscriber:
A Subscriber desiring to terminate this Policy shall give Blue Shield Life 30 days written notice.
2. Termination by Blue Shield Life through cancellation:
Blue Shield Life may cancel this Policy immediately upon written notice for the following reasons:
 - a. Fraud or deception in obtaining, or attempting to obtain, benefits under this Policy;
 - b. Knowingly permitting fraud or deception by another person in connection with this Policy,

such as, without limitation, permitting someone to seek benefits under this Policy, or improperly seeking payment from Blue Shield Life for benefits provided;

- c. Abusive or disruptive behavior which: (1) threatens the life or well being of Blue Shield Life personnel and providers of Services; or (2) substantially impairs the ability of Blue Shield Life to arrange for Services to the Insured; or (3) substantially impairs the ability of providers of Service to furnish Services to the Insured or to other patients; or

Cancellation of the Policy under this section will terminate the Policy effective as of the date that written notice of termination is mailed to the Subscriber. It is not retroactive to the original Effective date of the Policy.

3. Termination by Blue Shield Life if Subscriber moves out of California:

Blue Shield Life may cancel this Policy upon thirty (30) days written notice if the Subscriber 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 this 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 Nonpayment of Premiums:

Blue Shield Life may cancel this 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, the plan will provide written notice of non-payment and will terminate coverage no sooner than 30 days after the date of the written notice. You will be liable for all Premiums accrued while this Policy continues in force including those accrued during this 30 day grace period. Within five (5) business days of canceling 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 nonpayment of Premiums the Plan

will permit reinstatement of the Policy or coverage twice during any twelve-month period, 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 not received within the required 15 days, or if the Policy is cancelled more than twice during the preceding twelve-month period, then the Plan is not required to reinstate you, and you will need to reapply for coverage. In this case, the Plan may impose different Premiums and consider your medical condition.

The Benefits and rates of the Plan are subject to change following at least 60 days' written notice by Blue Shield Life. Benefits for Services or supplies furnished on or after the Effective Date of any change in Benefits will be provided based on the change.

GRIEVANCE PROCESS

Subscribers, a designated representative, or a provider on behalf of the Subscriber, may contact the Vision Customer Service Department by telephone, letter or online to request a review of an initial determination concerning a claim or service. Subscribers may contact the Vision Customer Service Department at the telephone number as noted below. If the telephone inquiry to the Vision Customer Service Department does not resolve the question or issue to the Subscriber's satisfaction, the Subscriber may request a grievance at that time, which the Vision

Customer Service Representative will initiate on the Subscriber's behalf.

The Subscriber, a designated representative, or a provider on behalf of the Subscriber, may also initiate a grievance by submitting a letter or a completed "Grievance Form". The Subscriber may request this Form from the Vision Customer Service Department. If the Subscriber wishes, the Vision Customer Service staff will assist in completing the grievance form. Completed grievance forms must be mailed to a Vision Plan Administrator at the address provided below. The Subscriber may also submit the grievance to the Vision Customer Service Department online by visiting www.blueshieldca.com.

1-877-601-9083

Vision Plan Administrator

P. O. Box 25208

Santa Ana, CA 92799-5208

A Vision Plan Administrator will acknowledge receipt of a written grievance within five (5) calendar days. Grievances are resolved within 30 days.

The grievance system allows Subscribers to file grievances for at least 180 days following any incident or action that is the subject of the Subscriber's dissatisfaction. See the previous Customer Service section for information on the expedited decision process.

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 711 to receive complaints regarding health insurance from either the insured or his or her provider. If you

have a complaint against Blue Shield Life, you should contact Blue Shield Life 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 Blue Shield Life, you may call the Department's toll-free telephone number from 8am – 6pm, Monday – Friday (excluding holidays. You may also submit a complaint in writing to:

California Department of Insurance
Consumer Communications Bureau
300 S. Spring Street, South Tower
Los Angeles, CA 90013 or through the website www.insurance.ca.gov

DEFINITIONS

Blue Shield Life — Blue Shield of California Life & Health Insurance Company, a California corporation licensed as a life and disability insurer.

Calendar Year — a period beginning on January 1 of any year and terminating on January 1 of the following year.

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

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

Dependent —

1. A Subscriber's legally married spouse who is:
 - a. Resident of California; and
 - b. Not covered for benefits as a Subscriber; and
 - c. Not legally separated from the Subscriber; or
2. A Subscriber's Domestic Partner, who is:
 - a. Not covered for Benefits as a Subscriber; and
 - b. A Resident of California.
3. A Subscriber's, spouse's, or Domestic Partner's child (including any stepchild or child placed for adoption or any other child for whom the Subscriber, spouse, or Domestic Partner has been appointed as a non-temporary legal guardian by a court of appropriate legal jurisdiction) not covered for benefits as a Subscriber who is:
 - a. Resident of California (unless a full-time student); and
 - b. Less than 26 years of age (or less than 18 years of age if the child has been enrolled as a result of a court ordered non-temporary legal guardianship); or
4. If coverage for a Dependent child would be terminated because of the attainment of age 26 and the Dependent child is disabled, benefits for such Dependent will be continued upon the following conditions:
 - a. The child must be chiefly dependent upon the Subscriber, spouse, or Domestic Partner for support and maintenance and be incapable of self-sustaining employment by reason of physically or mentally disabling injury, illness, or condition;
 - b. The Subscriber, spouse, or Domestic Partner submits to the Plan a Physician's written certification of disability within 60 days from the date of the Plan's request; and
 - c. Thereafter, certification from a Physician is submitted to the Plan on the following schedule:
 - i. Within 24 months after the month when the Dependent would otherwise have been terminated; and
 - ii. Annually thereafter on the same month when certification was made in accordance with item (1) above. In no event will coverage be continued beyond the date when the Dependent child becomes ineligible for coverage under this Plan for any reason other than attained age.

And who has been enrolled and accepted by Blue Shield Life as a Dependent and has maintained membership in accordance with this Policy.

Note: Children of Dependent children (i. e. grandchildren of the Subscriber, spouse, or Domestic Partner) are not Dependents unless the Subscriber, spouse, or Domestic Partner has adopted or is the legal guardian of the grandchild.

Domestic Partner — an individual who is personally related to the

Subscriber by a domestic partnership that meets the following requirements:

1. Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring;
2. Both persons have filed a Declaration of Domestic Partnership with the California Secretary of State. California state registration is limited to same sex Domestic Partners and only those opposite sex partners where one partner is at least 62 and eligible for Social Security based on age.

The domestic partnership is deemed created on the date the Declaration of Domestic Partnership is filed with the California Secretary of State.

Emergency Services – Services provided for an unexpected dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Placing the patient's health in serious jeopardy;
2. serious impairment to bodily functions;
3. serious dysfunction of any bodily organ or part.

Effective Date — the date an applicant meets all enrollment and prepayment requirements and is accepted by Blue Shield Life.

Insured — a Subscriber or Dependent.

Non-Participating Provider — a licensed ophthalmologist, optometrist, or dispensing optician who has not certified and not accepted the terms of the Policy.

Participating Provider — a licensed ophthalmologist, optometrist, or optician who has certified his willingness to accept the terms and conditions and compensations as payment in full for Covered Services as set forth in this vision benefit.

Plan — the Specialty Duo Vision Plan for Medicare Supplement members or Blue Shield of California Life & Health Insurance Company

Premiums — the monthly prepayment that is made to the Plan on behalf of each Insured.

Prescription Change — any of the following:

1. A change in prescription of 0.50 diopter or more; or
2. A Shift in axis of astigmatism of 15 degrees; or
3. A difference in vertical prism greater than 1 prism diopter; or
4. A change in lens type (for example contact lenses to glasses or single vision lenses to bifocal lenses).

Resident of California — an individual who spends in the aggregate more than 180 days each year within the State of California and has not established a permanent residence in another state or country.

Subscriber — an individual who satisfies the eligibility requirements of this Policy, and who is enrolled and accepted by the Plan as a Subscriber,

and has maintained Plan membership in accord with this Policy.

Vision Plan Administrator (VPA) — Blue Shield Life has contracted with the Plan's Vision Plan Administrator (VPA) to administer delivery of eyewear and eye exams covered under this Plan through a network of Participating Providers. The 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.