Ultimate Vision 15/25/150

Blue Shield of California
Life & Health Insurance Company

Policy

Individual and Family Plan
(Intentionally left blank)
Ultimate Vision 15/25/150

Policy for Individuals and Families

This vision Policy is issued by Blue Shield of California Life & Health Insurance Company ("Blue Shield Life"), to the Insured Person who submitted a complete and appropriate application. In consideration of statements made in the application and timely payment of premiums, Blue Shield Life agrees to provide the Benefits of this Policy. This vision policy does not qualify as an essential health benefit as defined in Section 1302(b) of the Affordable Care Act.

NOTICE TO NEW INSURED PERSONS

Please read this Policy carefully. If you have questions, contact Blue Shield Life. You may surrender this Policy by delivering or mailing it within ten (10) days from the date it is received by you, to BLUE SHIELD LIFE, 50 BEALE STREET, SAN FRANCISCO, CA 94105. Immediately upon such delivery or mailing, the Policy shall be deemed void from the beginning, and premiums paid will be refunded.

IMPORTANT!

No Insured Person has the right to receive the Benefits of this Plan for services or supplies furnished following termination of coverage. Benefits of this Plan are available only for services and supplies furnished during the term it is in effect and while the individual claiming Benefits is actually covered by this Policy. Benefits may be modified during the term of this Plan as specifically provided under the terms of this Policy or upon renewal. If Benefits are modified, the revised Benefits (including any reduction in Benefits or the elimination of Benefits) apply for services or supplies furnished on or after the effective date of the modification. There is no vested right to receive the Benefits of this Plan.
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Blue Shield of California Life & Health Insurance Company

Ultimate Vision 15/25/150

SUMMARY OF BENEFITS

This Summary of Benefits describes vision plan Benefits and sets forth any Copayment that is the responsibility of the Insured Person for services received. Please refer to the “Benefits,” “Covered Services” and “General Exclusions and Limitations” sections for a description of the Benefits, condition, limitations and exclusions of this Policy.

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<td><strong>Comprehensive examination</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ophthalmologic</td>
<td>100%</td>
<td>$60</td>
</tr>
<tr>
<td>Optometric</td>
<td>100%</td>
<td>$50</td>
</tr>
<tr>
<td><strong>Lenses</strong></td>
<td></td>
<td></td>
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<tr>
<td>Single Vision</td>
<td>100%</td>
<td>$43</td>
</tr>
<tr>
<td>Bifocal</td>
<td>100%</td>
<td>$60</td>
</tr>
<tr>
<td>Trifocal</td>
<td>100%</td>
<td>$75</td>
</tr>
<tr>
<td>7.25 Diopter, or more</td>
<td>100%</td>
<td>$12</td>
</tr>
<tr>
<td>Lenticular or Aphakic Monofocal</td>
<td>100%</td>
<td>$120</td>
</tr>
<tr>
<td>Lenticular or Aphakic Multifocal</td>
<td>100%</td>
<td>$200</td>
</tr>
<tr>
<td>Prism 1 ½ to 4 Diopeters</td>
<td>100%</td>
<td>$10</td>
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<td>Prism 4 ½ to 10 Diopeters</td>
<td>100%</td>
<td>$16</td>
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<tr>
<td>Slab-off prism (per lens)</td>
<td>100%</td>
<td>$35</td>
</tr>
<tr>
<td><strong>Lens Options</strong></td>
<td></td>
<td></td>
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<tr>
<td>Polycarbonate Lenses</td>
<td>$100</td>
<td>$75</td>
</tr>
<tr>
<td>(only for Dependent children)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Progressive Lenses (no-line bifocals)</td>
<td>Up to a maximum of $140</td>
<td>Up to a maximum of $100</td>
</tr>
<tr>
<td>Anti-Reflective Lens Coating</td>
<td>Up to a maximum of $50</td>
<td>Up to a maximum of $35</td>
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<tr>
<td><strong>Photochromic Lenses:</strong></td>
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<tr>
<td>Single Vision</td>
<td>Up to a maximum of $115</td>
</tr>
<tr>
<td>Bifocal</td>
<td>Up to a maximum of $130</td>
</tr>
<tr>
<td>Trifocal</td>
<td>Up to a maximum of $150</td>
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<tr>
<td>Progressive</td>
<td>Up to a maximum of $200</td>
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<tr>
<td>Polycarbonate Photochromic single vision</td>
<td>Up to a maximum of $160</td>
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<tr>
<td>Lens for Dependent children</td>
<td>Up to a maximum of $95</td>
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<td></td>
<td>Up to a maximum of $110</td>
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<td></td>
<td>Up to a maximum of $150</td>
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<tr>
<td></td>
<td>Up to a maximum of $115</td>
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<td></td>
<td>Services are covered in full less any applicable Copayment for Materials. This Copayment is applicable per prescription and per Insured Person.</td>
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<td></td>
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<tr>
<td>Non- Elective (Medically Necessary) Contact Lenses (one pair) – Hard Lenses 1 &amp; 4</td>
<td>100%</td>
</tr>
<tr>
<td>Non- Elective (Medically Necessary) Contact Lenses (one pair) – Soft Lenses 1 &amp; 4</td>
<td>100%</td>
</tr>
<tr>
<td>Elective (Cosmetic or Convenience) Contact Lenses (one pair) – Hard or Soft Lenses 1 &amp; 4</td>
<td>$120$</td>
</tr>
<tr>
<td><strong>Frames</strong></td>
<td></td>
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<tr>
<td>Frames</td>
<td>$150$</td>
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<tr>
<td><strong>Plano Sunglasses</strong></td>
<td></td>
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<tr>
<td>Plano (Non-Prescription) Sunglasses 7</td>
<td>$150$</td>
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<td><strong>Supplemental Low-Vision Testing and Equipment:</strong></td>
<td></td>
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<td>Supplemental low vision testing and Equipment 8</td>
<td>75% coverage up to a maximum of $1,000 (Member Co-payment for Materials is not applicable).</td>
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<td><strong>Diabetes Management Referral</strong></td>
<td></td>
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<tr>
<td>Diabetes Management Referral 9</td>
<td>100%</td>
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FOOTNOTES

1 The comprehensive examination Benefit does not include fitting fees for contact lenses; however, the contact lens allowance may be used towards fitting fees.

2 Each pair of standard lenses includes Pink or Rose tint #1 or #2 in the allowance and up to 61 mm in size.

3 Benefit allowance is in lieu of standard lens Benefit.

4 See the Definitions section for the definition of Non-Elective (Medically Necessary) and Elective Contact Lenses. A report from the provider and prior authorization from the Vision Plan Administrator (VPA) is required.

5 Allowance toward the cost of contact lenses is in lieu of other eyewear Benefits—the difference between the allowance and the provider's charge is the responsibility of the Insured Person, whether dispensed by a Participating Provider or by a Non-Participating Provider. The online provider is a network provider and you may choose to use your Benefits online. Note, if you choose to take the eyeglasses you purchased online to your preferred eye care provider for fittings or adjustments, you may incur a fitting or adjustment fee which is not covered under your vision insurance plan.

6 When the Participating Provider uses wholesale or warehouse pricing, the maximum allowable frame allowance will be as follows: wholesale allowance: $75.47 – 99.06, warehouse allowance: $78.96 – 103.64. Note that this pricing replaces the frame allowance shown in the Summary of Benefits. If a more expensive frame is selected at a provider location that uses wholesale or warehouse pricing, the Insured Person is responsible for the additional cost above the wholesale or warehouse allowance. Participating Providers using wholesale or warehouse pricing are identified in the Directory of Participating Providers.

Note: The difference between the Allowable Amount under the Summary of Benefits and the charges for more expensive frame styles or unusual lenses, such as oversize, no-line bifocal, or a material other than ordinary plastic, will be the Insured Person's responsibility, whether dispensed by a Participating Provider or Non-Participating Provider. Participating Providers allow a selection of frame styles that retail up to [$75.00 - $150.00] with lenses that fit an eye size less than 61 millimeters. If a more expensive frame is selected, the Insured Person is responsible for the additional retail cost above the $100.00. If the lenses are 61 millimeters or over, any difference between the allowance and the provider's charge is the Insured Person's responsibility. Contact lenses, in lieu of frames and lenses, are covered up to an amount of $120.

7 The plano (non-prescription) sunglasses Benefit is for Insured Persons 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. 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 [12-24]-month period.

8 Low vision is a bilateral impairment to vision that is so significant that it cannot be corrected with ordinary eyeglasses, contact lenses, or intraocular lens implants. Although reduced central or reading vision is common, low vision may also result from decreased peripheral vision, a reduction or loss of color vision, or the eye’s inability to properly adjust to light, contrast, or glare. It can be measured in terms of visual acuity of 20/70 to 20/200. Equipment are special magnifiers that make print easier to read. A report from the provider and prior authorization from the VPA is required.

9 A diabetes management referral is a referral to a Blue Shield Life disease management program and is only available to Insured Persons with coverage under a Blue Shield of California or Blue Shield Life medical plan. Blue Shield Life’s disease management program is informed when, during the course of a normal eye exam, the patient is known to have, or felt to be at risk for diabetes.

Note: The name of the vision Plan describes an examination fee, a Materials Copayment, a frame allowance and, if applicable, a contact lens allowance. For example, “Vision Standard Plus 25/150/120” means $25 for the Materials Copayment/$150 allowance for frames/$120 allowance for contact lenses.
Introduction to the Blue Shield Life Ultimate Vision Plan

Blue Shield Life’s vision plans are administered by the Vision Plan Administrator (VPA). The VPA is a vision care service plan licensed by the California Department of Managed Health Care, which contracts with Blue Shield to administer delivery of eyewear and eye exams covered under this Vision Plan through a network of Participating Providers. The VPA also contracts with Blue Shield to serve as a claims administrator for the processing of claims for services received from Non-Participating Providers.

If you have questions about your Benefits, contact Blue Shield’s Customer Service before vision services are received.

Waiting Period

There is a ninety (90) day Waiting Period before any Benefits are available under this Plan. This Waiting Period begins on the Insured Person’s Effective Date of coverage.

Before Obtaining Vision Services:

You are responsible for assuring that the vision provider you choose is a Participating Provider. Note: A Participating Provider’s status may change. It is your obligation to verify whether the vision provider you choose is currently a Participating Provider in case there have been any changes to the list of Participating Providers. A list of Participating Providers located in your area can be obtained by contacting the VPA at 1-877-601-9083. You may also access a list of Participating Providers through Blue Shield’s Internet site located at http://www.blueshieldca.com.

Continuity of Care by a Terminated Provider

Insured Persons 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 Person is entitled to receive Covered Services from a terminated provider under the preceding Continuity of Care provision, and the provider has agreed to the VPA’s contractual terms and compensation rate, the responsibility of the Insured Person 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.

Premiums

Monthly premiums are as stated in the Appendix. Blue Shield Life offers a variety of options and methods by which you may pay your premiums. Please call Customer Service at the telephone number indicated on the last page of this booklet to discuss these options or visit the Blue Shield Life internet site at http://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.

Conditions of Coverage

Eligibility and Enrollment

1. To enroll and continue enrollment, an Insured Person must meet all of the eligibility requirements of the Plan.

2. Enrollment of Insured Persons or Dependents is not effective until Blue Shield Life approves an application and accepts the applicable premiums. Only Blue Shield Life can approve applications.

3. An applicant, upon completion and approval by Blue Shield Life of the application, is entitled to the Benefits of this Policy upon the Effective Date.

By completing an application, the Insured Person and/or Dependent(s) agrees to cooperate with Blue Shield Life by providing, or providing access to, documents and other information that the Plan may request to corroborate the information for coverage. If the Insured Person and/or Dependent(s) fail or refuse to provide these documents or information to Blue Shield Life, coverage under this Plan may be cancelled.

4. The Effective Date of the Benefits of a newborn child will be the date of birth if the Insured Person contacts Blue Shield Life at the Customer Service telephone number listed at the back of this booklet to have the newborn child added to this Policy as a Dependent. Such request must be made within 31 days of the newborn child’s date of birth. If a request to add the child as a Dependent is not made within 31 days of birth, the coverage for that child shall terminate on the 31st day at 11:59 p.m. Pacific Time.

If the Insured Person wishes to add a newborn child as a Dependent 32 or more days after birth, coverage will not be retroactive and there will be a gap in coverage. See Paragraph 6. below.

5. The Effective Date of Benefits for an adopted child will be the date the Insured Person or spouse or Domestic Partner has the right to control the child's health care, if the Insured Person requests the child be added to this Policy as a Dependent. Such request must be made within 31 days of the date the Insured Person, spouse, or Domes-
tic Partner has the right to control the child’s health care. If a request to add the child as a Dependent is not made within 31 days of the date the Insured Person, spouse, or Domestic Partner has the right to control the child’s health care, the coverage for that child shall terminate on the 31st day at 11:59 p.m. Pacific Time.

To add a child placed for adoption to this Policy as a Dependent, the Insured Person must contact Blue Shield Life at the Customer Service telephone number listed at the back of this booklet. The Customer Service Department will advise the Insured Person of the exact process for adding a child placed for adoption as a Dependent, including, but not limited to, the necessary documentation and how the documentation shall be submitted to Blue Shield Life. Enrollment requests for an adopted child must be accompanied by evidence of the Insured Person's or spouse's or Domestic Partner’s right to control the child’s health care, which includes a facility minor release report, a medical authorization form, or a relinquishment form.

If the Insured Person wishes to add a child placed for adoption as a Dependent 32 or more days after the date the Insured Person, spouse, or Domestic Partner has the right to control the child’s health care, coverage will not be retroactive and there will be a gap in coverage.

6. If a court has ordered that you provide coverage for your spouse or Domestic Partner, under your Plan, their coverage will become effective within 31 days of presentation of a court order.

7. The Insured Person can also add a Dependent under the age of 26 for a qualifying event as described below, as long as they apply during a period no longer than 63 days after any event listed below:

a. Losing Dependent coverage due to:
   i. The termination or change in employment status of this Dependent or the person through whom this Dependent was covered; or
   ii. The cessation of an employer’s contribution toward an employee or Dependent’s coverage; or
   iii. The death of the person through whom this Dependent was covered as a Dependent; or
   iv. Legal separation or divorce; or

b. Loss of coverage under the Healthy Families Program, the Access for Infants and Mothers Program, or the Medi-Cal Program; or

c. Adoption of the child; or

d. The child becomes a Resident of California during the month that was not the child’s birth month; or

e. The child is born as a Resident of California and did not enroll in the month of birth; or

f. The child is mandated to be covered pursuant to a valid state or federal court order (presentation of a court order by the district attorney, or upon presenta-

Please consider your options carefully by failing to maintain or renew coverage for a child for whom you are responsible. If you attempt to obtain new individual coverage for that child, the premium for the same coverage may be higher than the premium you pay now.

Limitation on Enrollment

1. Insured Persons must be Residents of California. Upon change of residence to another jurisdiction, this Policy will terminate.

2. Dependent Benefits shall be discontinued as of the following, except as specifically set forth in the definition of Dependent in the section entitled Definitions:
   a. The date the Dependent child attains age 26;
   b. The date the Dependent spouse or Domestic Partner enters a final decree of divorce, annulment, or dissolution, or termination of domestic partnership or marriage from the Insured Person.

3. If the Insured Person seeks to add a Dependent under age 26 to the Policy other than a Dependent described in the paragraphs 3, 4, 5, 6 or 7 of the section entitled Enrollment, this will result in Blue Shield Life recomputation or reassigning the appropriate premiums based on underwriting review of the Dependent.

4. If an Insured Person commits any of the following acts, he will immediately lose eligibility to continue enrollment:
   a. Abusive or disruptive behavior which: (1) threatens the life or well-being of Blue Shield Life personnel or providers of services; or (2) substantially impairs the ability of Blue Shield Life to arrange for services to the Insured Person; or (3) substantially impairs the ability of providers of service to furnish services to the Insured Person or to other patients.
   b. Failure or refusal to provide Blue Shield Life access to documents and other information necessary to determine eligibility or to administer Benefits under the Plan.

Duration of the Policy

The plan contract is issued for a one year period.

Reissue of the Policy

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. Insured Person moves out of California or the Insured Person is no longer a Resident of California;
Cancellation of the Policy for non-payment of premiums:

5. If a bona fide association arranged for the Insured Person’s coverage under this Policy, when that Insured Person’s membership in the association ceases.

Termination / Reinstatement of the Policy

This Policy may be terminated or cancelled as follows:

1. Termination by the Insured Person:

An Insured Person 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 with five (5) days written notice for the following reasons:

   a. Fraud or deception in obtaining, or attempting to obtain, Benefits under this Policy; or
   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.

Cancellation of the Policy under this section will terminate the Policy five (5) days 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 Insured Person moves out of California:

Blue Shield Life may cancel this 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 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 non-payment 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, then coverage will end 30 days after the date for which these premiums are due. 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 non-payment 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.

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.

Benefits

Blue Shield Life will pay for Covered Services rendered by Participating Providers in full less the applicable Copayment shown in the Summary of Benefits.

For Covered Services rendered by Non-Participating Providers, Blue Shield Life will pay up to the amounts listed in the Summary of Benefits. The Insured Person will be responsible for all charges in excess of those amounts plus the applicable Copayment.

Covered Services and Supplies

The Policy provides Benefits for the following services:

1. One comprehensive eye examination in a consecutive 12 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 sensori-
motor 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 for the annual comprehensive eye examination [and for the purchase of frames, lenses or contact lenses] as stated in the Summary of Benefits.

3. One of the following in a consecutive [12-24] month period [or at a 12 month interval if the examination indicates a Prescription Change]
   a. One pair of lenses, or
   b. 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). A report from the provider and prior authorization from the VPA is required, or

   Elective Contact Lenses up to the Benefit allowance (for cosmetic reasons or for convenience) when provided in lieu of other eyewear. The contact lens allowance may be used towards a contact lens fitting fee. You are responsible for requesting this information from your provider.

5. Low vision is a bilateral impairment to vision that is so significant that it cannot be corrected with ordinary eyeglasses, contact lenses, or intraocular lens implants. Although reduced central or reading vision is common, low vision may also result from decreased peripheral vision, a reduction or loss of color vision, or the eye’s inability to properly adjust to light, contrast, or glare. It can be measured in terms of visual acuity of 20/70 to 20/200. The need for supplemental low vision testing is triggered during a comprehensive eye exam. The supplemental low vision testing may only be obtained from Participating Providers and only once in a consecutive 12 month period. A report from the provider and prior authorization from the VPA is required.

6. The plano (non-prescription) sunglasses Benefit is only for Insured Persons 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 [12 or 24]-month period.

7. One diabetes management referral per calendar year to a Blue Shield disease management program for Insured Persons enrolled in a Blue Shield of California or Blue Shield Life medical plan. The VPA will notify Blue Shield disease management program, subsequent to the annual comprehensive eye exam, when you are known to have or be at risk for diabetes.

**General Exclusions and Limitations**

**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, contact 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 under this policy;
6. Artistically painted lenses;
7. Plano (non-prescription) lenses;
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;
11. Services not specifically listed as a Benefit; and
12. Comprehensive examination Benefit does not include fitting fees for contact lenses.

**Payment of Benefits**

Prior to service, the Insured Person should consult their Benefit information for coverage details. The Insured Person may locate a Participating Provider by calling the VPA’s Customer Service Department at 1-877-601-9083 or online at www.blueshieldca.com. The Insured Person should make an appointment with a Participating Provider identifying themselves as a Blue Shield Life/VPA Insured Person. The Particip-
ipating Provider will submit a claim for Covered Services on
line or by claim form obtained from the VPA.

Participating Providers will accept Blue Shield Life’s pay-
ment as payment in full except as noted in the Schedule of
Benefits. When services are provided by a Non-Participating
Provider, the Insured Person must submit a Vision Service
Report (claim form C-4669-61) which may be obtained from
our website at www.blueshieldca.com. This form must be
completed in full and submitted with all related receipts to:
Blue Shield Life
Vision Plan Administrator
P O Box 25208
Santa Ana, CA 92799-5208

Information regarding Insured Person Non-Participating
Provider Benefits may be found by consulting the Insured
Person’s Benefit information or by calling Blue Shield Life /
VPA Customer Service at 1-877-601-9083.

The Insured Person will be responsible for any difference be-
tween the amount billed by a Non-Participating Provider and
the amount paid by Blue Shield Life. The VPA will may pay-
ment directly to a Participating Provider or to the Insured
Person for the services of a Non-Participating Provider. A listing
of Participating Providers may be obtained from the VPA by
calling the telephone number listed in this Policy.

Every Participating Provider’s contract stipulates the Insured
Person shall not be responsible to the Participating Provider
for compensation with respect to any services to the extent
they are provided in this vision Benefit. When services are
provided by a Non-Participating Provider, the Insured Person
is responsible for any amount Blue Shield Life does not pay.
However, if an Insured Person is receiving services from a
Participating Provider as of the date that such provider’s con-
tract is terminated, the Insured Person’s responsibility to that
provider for services rendered subsequent to that termination
date shall be no greater than it was for services rendered im-
mediately prior to that termination date, until the first to occur
of the following:

1. The date that the services being rendered by such
providers are completed;
2. The date that Blue Shield Life makes reasonable and ap-
propriate provision for the assumption of such services by
another Participating Provider; or
3. The date that coverage for such Insured Person is ter-
ninated.

Participating Providers submit claim for payment after their
services have been received. If you receive services from a
Non-Participating Provider, you or your provider may also
submit claims for payment after services have been received.

PLEASE READ THE FOLLOWING INFORMATION SO
YOU WILL KNOW FROM WHOM OR WHAT GROUP OF
PROVIDER, CARE MAY BE OBTAINED.

Choice of Providers

An Insured Person may select any licensed ophthalmologist,
optometrist, or optician to provide Covered Services hereun-
der, including such providers outside of California. A Direc-
tory of Participating Providers is available on Blue Shield
You may also obtain this information from the VPA by call-
ing the telephone number listed in this vision Benefit.

Reductions - Third Party Liability

If an Insured Person is injured or becomes ill due to the act or
omission of another person (a “third party”), the Plan shall,
with respect to services required as a result of that injury, pro-
vide the Benefits of this Policy and have an equitable right to
restitution, reimbursement, or other available remedy to re-
cover the amounts Blue Shield paid for services provided to
the Insured Person on a fee-for-service basis from any recov-
ery (defined below) obtained by or on behalf of the Insured
Person, from or on behalf of the third party responsible for the
injury or illness or from uninsured/underinsured motorist cov-

Blue Shield’s right to restitution, reimbursement, or other
available remedy is against any recovery the Insured Person
receives as a result of the injury or illness, including any
amount awarded to or received by way of court judgment, ar-
bitratement award, settlement or other arrangement, from any
third party or third party insurer, or from uninsured or un-
derinsured motorist coverage, related to the illness or injury (the
“Recovery”), without regard to whether the Insured Person
has been “made whole” by the Recovery. The amount Blue
Shield Life seeks as restitution, reimbursement, or other avail-
able remedy will be calculated in accordance with California
Civil Code Section 3040.

The Insured Person is required to:

1. Notify the Plan in writing of any actual or potential claim
or legal action which such Insured Person expects to
bring or has brought against the third party arising from
the alleged acts or omissions causing the injury or illness,
not later than 30 days after submitting or filing a claim or
legal action against the third party; and,
2. Agree to fully cooperate with the Plan to execute any
forms or documents needed to enable Blue Shield Life to
enforce its right to restitution, reimbursement, or other
available remedies; and,
3. Agree in writing to reimburse Blue Shield Life for Bene-
fits paid by Blue Shield Life from any Recovery when the
Recovery is obtained from or on behalf of the third party
or the insurer of the third party, or from uninsured or un-
derinsured motorist coverage; and,
4. Provide the Plan with a lien in the amount of Benefits ac-
tually paid. The lien may be filed with the third party, the
third party's agent or attorney, or the court, unless other-
wise prohibited by law; and,
5. Periodically respond to information requests regarding
the claim against the third party, and notify Blue Shield
Life, in writing, within ten (10) days after any Recovery has been obtained.

An Insured Person's failure to comply with items 1. through 5., shall not in any way act as a waiver, release, or relinquishment of the rights of the Plan.

Further, if the Insured Person receives services from a participating hospital for such injuries or illness, the hospital has the right to collect from the Insured Person the difference between the amount paid by Blue Shield Life and the hospital's reasonable and necessary charges for such services when payment or reimbursement is received by the Insured Person for medical expenses. The hospital's right to collect shall be in accordance with California Civil Code Section 3040.1

General Provisions

Confidentiality of Personal and Health Information

Blue Shield Life protects the confidentiality/privacy of your personal and health information. Personal and health information includes both medical information and individually identifiable information, such as your name, address, telephone number, or Social Security Number. Blue Shield Life will not disclose this information without your authorization, except as permitted by law.

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.

Blue Shield Life's policies and procedures regarding our confidentiality/privacy practices are contained in the "Notice of Privacy Practices", which you may obtain either by calling the Customer Service Department at the number listed in the back of this booklet or accessing Blue Shield Life's Internet site located at http://www.blueshieldca.com and printing a copy.

If you are concerned that Blue Shield Life may have violated your confidentiality/privacy rights, or you disagree with a decision we made about access to your personal and health information, you may contact us at:

Correspondence Address:
Blue Shield Life Privacy Official
P. O. Box 272540
Chico, CA 95927-2540

Toll-Free Telephone Number:
1-888-266-8080

E-mail Address:
BlueShieldca_Privacy@blueshieldca.com

Access to Information

Blue Shield Life may need information from medical providers, from other carriers or other entities, or from you, in order to administer Benefits and eligibility provisions of this Policy. You agree that any provider or entity can disclose to Blue Shield Life that information that is reasonably needed by Blue Shield Life. You agree to assist Blue Shield Life in obtaining this information, if needed, (including signing any necessary authorizations) and to cooperate by providing Blue Shield Life with information in your possession. Failure to assist Blue Shield Life in obtaining necessary information or refusal to provide information reasonably needed may result in the delay or denial of Benefits until the necessary information is received. Any information received for this purpose by Blue Shield Life will be maintained as confidential and will not be disclosed without your consent, except as otherwise permitted by law.

Independent Contractors

Providers are neither agents nor employees of the Plan but are independent contractors. In no instance shall the Plan be liable for the negligence, wrongful acts, or omissions of any person providing services.

Entire Policy: Changes

This Policy, including the appendices, constitutes the entire agreement between parties. Any statement made by an Insured Person shall, in the absence of fraud, be deemed a representation and not a warranty. No change in this Policy shall be valid unless approved by a corporate officer of Blue Shield Life and a written endorsement issued. No agent has authority to change this Policy or to waive any of its provisions.

Benefits, such as Covered Services, Calendar Year Benefits, Deductible, Copayment, Coinsurance, maximum per Insured Person Calendar Year Copayment/Coinsurance responsibility, or maximum per Insured Person Calendar Year Copayment/Coinsurance responsibility amounts are subject to change at any time. Blue Shield Life will provide at least 60 days written notice of any such change.

Benefits provided after the Effective Date of any change will be subject to the change. There is no vested right to obtain Benefits.

Time Limit on Certain Defenses

After an Insured Person has been covered under this Policy for two (2) consecutive years, Blue Shield Life will not use any omission, misrepresentation, or inaccuracy made by the applicant in an individual application to limit, cancel or rescind a Policy, deny a claim, or raise premiums.

Grace Period

After payment of the first premium, the Insured Person is entitled to a grace period of 30 days for the payment of any premium. During this grace period, the Policy will remain in force. However, the Insured Person will be liable for payment of premiums accruing during the period the Policy continues in force.

Notice and Proof of Claim

Notice and Claim Forms

In the event a Participating Provider does not bill Blue Shield Life directly, you should use a Blue Shield Life Insured Person's Statement of Claim form in order to receive reimbursement. To receive a claim form, written notice of a claim must be given to Blue Shield Life within 20 days of the date of service. If this is not possible, Blue Shield Life must be notified as soon as it is reasonably possible to do so.
When Blue Shield Life receives a Notice of Claim, Blue Shield Life will send you an Insured Person’s Statement of Claim form for filing proof of a claim. If Blue Shield Life fails to furnish the necessary claim forms within 15 days, you may file a claim without using a claim form by sending Blue Shield Life written proof of claim as described below.

If you receive Covered Services from a Non-Participating Provider, either you or the provider may file a claim using the claim form which may be obtained by calling 1-877-601-9083 or visiting the Blue Shield website at www.blueshieldca.com.

**Proof of Claim**
Blue Shield Life must receive written proof of claim within 90 days after the date of service for which claim is being made from a Participating Provider and no later than 180 days for claims from a Non-Participating Provider.

A claim will not be reduced or denied for failure to provide proof within this time if it is shown that it was not reasonably possible to furnish proof, and that proof was provided as soon as it was reasonably possible. However, no claim will be paid if proof is received more than one (1) year after the date of loss, unless the Insured Person was legally unable to notify Blue Shield Life.

**Payment of Benefits**

**Time and Payment of Claims**
Claims will be paid promptly upon receipt of written proof and determination that Benefits are payable.

**Payment of Claims**
Participating Providers will submit a claim for Covered Services on line or by claim form obtained from the VPA and are paid directly by Blue Shield Life.

If the Insured Person receives services from a Non-Participating Provider, payment will be made directly to the Insured Person, and the Insured Person is responsible for payment to the Non-Participating Provider.

**Legal Actions**
No action at law in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of claim is required to be furnished.

**Endorsements and Appendices**
Attached to and incorporated in this Policy by reference are appendices pertaining to deductibles and premiums. Endorsements may be issued from time to time subject to the notice provisions of the section entitled Duration of the Policy. Nothing contained in any endorsement shall affect this Policy, except as expressly provided in the endorsement.

**Notices**
Any notice required by this Policy may be delivered by United States mail, postage prepaid. Notices to the Insured Person may be mailed to the address appearing on the records of Blue Shield Life and notice to Blue Shield Life may be mailed to:

Blue Shield Life
50 Beale Street
San Francisco, CA 94105

**Commencement or Termination of Coverage**
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.

**Legal Process**
Legal process or service upon Blue Shield Life must be served upon a corporate officer of Blue Shield Life.

**Notice**
The Insured Person hereby expressly acknowledges its understanding that this Policy constitutes a contract solely between the Insured Person and Blue Shield Life (hereafter referred to as "the Plan"), which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association ("Association"), an Association of independent Blue Cross and Blue Shield plans, permitting the Plan to use the Blue Shield Service Mark in the State of California and that the Plan is not contracting as the agent of the Association.

The Insured Person further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than the Plan and that neither the Association nor any person, entity or organization affiliated with the Association, shall be held accountable or liable to the Insured Person for any of the Plan's obligations to the Insured Person created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of the Plan, other than those obligations created under other provisions of this Policy.

**Customer Service**
If you have a question about services, providers, Benefits, how to use this Policy, or concerns regarding the quality of care or access to care that you have experienced, you may contact Blue Shield Life’s Customer Service Department at:

1-714-619-4660 or
1-877-601-9083

Blue Shield of California Life & Health Insurance Company
P. O. Box 25208
Santa Ana, CA 92799-5208
www.blueshieldca.com

The hearing impaired may contact the Customer Service Department through the toll-free TTY number, 1-800-241-1823.

Customer Service can answer many questions over the telephone.

**Grievance Process**
Insured Persons, a designated representative, or a provider on behalf of the Insured Person, 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. Insured Persons may contact the Vision Customer Service at the telephone number noted above. If the telephone inquiry to Vision 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 Vision Customer Service Representative will initiate on the Insured Person’s behalf.

The Insured Person, a designated representative, or a provider on behalf of the Insured Person, may also initiate a grievance by submitting a letter or a completed “Grievance Form”. The Insured Person may request this Form from the Vision Customer Service Department. If the Insured Person 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 Insured Person may also submit the grievance to the Vision Customer Service Department online by visiting http://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 Insured Persons to file grievances for at least 180 days following any incident or action that is the subject of the Insured Person’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 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 Blue Shield of California Life & Health Insurance Company, 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 8:00 a.m. to 5:00 p.m., Monday through 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, California 90013

Or through the website www.insurance.ca.gov.

Definitions
Whenever the following definitions are capitalized in this booklet, they will have the meaning stated below.

Allowable Amount – the VPA allowance (as defined below) for the service(s) rendered, or the provider’s billed charges, whichever is less. The VPA allowance is:

1. the amount the VPA has established as payment for the service(s) rendered in the provider’s geographic area, based upon such factors as the VPA’s evaluation of the value of the service(s) relative to the value of other services, market considerations, and provider charge patterns; or

2. such other amount as the Participating Provider and the VPA have agreed will be accepted as payment for the service(s) rendered.

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.

Coinsurance – the percentage of the Allowable Amount that an Insured Person is required to pay for specific services after meeting any applicable Deductible.

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 this Policy.

Dependent — an individual who is enrolled and maintains coverage under this Agreement, and who meets one of the following eligibility requirements, as:

1. A Dependent spouse is an individual who is legally married to the Insured Person, and who is not legally separated from the Insured Person.

2. A Dependent child is a child of, adopted by, or in legal guardianship of the Insured Person, spouse, or Domestic Partner, and who is not covered as an Insured Person. A child includes any stepchild, child placed for adoption, or other child for whom the Insured Person, spouse, or Domestic Partner has adopted or is the legal guardian of the grandchild.

3. If coverage for a Dependent child would be terminated because of the attainment of age 26, and the Dependent child is disabled and incapable of self-sustaining employ-
partnership is deemed created on the date the Declaration of Domestic Partnership is filed with the California Secretary of State.

and eligible for Social Security based on age. The domestic registration is limited to same sex domestic partners and only those opposite sex partners where one partner is at least 62 and prepayment requirements and is accepted by Blue Shield Life on the following schedule:

Domestic Partner - an individual who is personally related to the Insured Person by a registered domestic partnership. Both persons must 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.

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

Elective Contact Lenses — lenses that are chosen for cosmetic or convenience purposes. Elective contact lenses are not medically necessary.

Experimental or Investigational in Nature — any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized in accordance with generally accepted professional medical/vision standards as being safe and effective for use in the treatment of the illness, injury, or condition at issue. Services which require approval by the Federal government or any agency thereof, or by any State government agency, prior to use and where such approval has not been granted at the time the services or supplies were rendered, shall be considered Experimental or Investigational in Nature. Services or supplies which themselves are not approved or recognized in accordance with accepted professional medical/vision standards, but nevertheless are authorized by law or by a government agency for use in testing, trials, or other studies on human patients, shall be considered Experimental or Investigational in Nature.

Insurance Month — that period of time:
1. beginning at 12:01 A.M. Standard Time, at the Group Policyholder’s place of business on the first day of any calendar month; and
2. ending at 11:59 on the last day of the same calendar month.

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.

Non-Elective (Medically Necessary) Contact Lenses – 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).

Non-Participating Provider – a licensed ophthalmologist, optometrist, or dispensing optician who has not signed a service contract with the VPA.

Participating Provider – a (provider) who has agreed to accept Blue Shield Life’s payment, plus any applicable Insured Person Deductible, Copayment, Coinsurance, or amounts in excess of specified Benefit maximums, as payment in full for Covered Services provided to the Insured Person.

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

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.

Vision Plan Administrator (VPA) – a vision care service plan licensed by the California Department of Managed Health Care, which 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 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.
**Vision Plan Information Card** – a card mailed to the Insured Person that is not required to access care and is not a verification of eligibility in the vision Plan. The Vision Plan Information Card contains telephone numbers, a website address, and other information to assist the Insured Person and providers in obtaining benefit information as well as verify eligibility in the vision Plan.

**Waiting Period** – no Benefits are paid or otherwise available during the first ninety (90) consecutive days of coverage. Each Insured Person must satisfy this Waiting Period independently and it is calculated beginning on the Insured Person’s Effective Date of coverage.
Notice of the Availability of Language Assistance Services

No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call us at the number listed on your ID card or 1-866-346-7198. English

Servicios de idiomas sin costo. Puede obtener un intérprete. Le pueden leer documentos y los muestran en español. Para obtener ayuda, llámenos al número que figura en su tarjeta de identificación o al 1-866-346-7198. Spanish

免费语言服务。您可获得口译及服务。可以用中文把文件读给您听，有些文件有中文的版本，也可以把这些文件寄给您。欲取得协助，请致电您的保险卡列的电话号码，或拨打1-866-346-7198与我们联络。Chinese


무료 통역 서비스. 귀하는 한국어 통역 서비스를 받으실 수 있으며 한국어로 서류를 납득해주는 서비스를 받으실 수 있습니다. 도움이 필요한 분은 귀하의 ID 카드에 나와있는 연락 전화 1-866-346-7198 번으로 문의해 주십시오. Korean

Walang Gastos na mga Serbisyo sa Wika. Makakakuha ka ng interpreter o tagsalitang mahalaga mo sa Tagalog ang mga dokumento. Para makakuha ng tulong, tawagan kami sa numero ng nakabit sa iyong ID card o sa 1-866-346-7198. Tagalog

Միացական Լուծուցներ Համարումները: Դուք կհայտնաբերեք Օգտվեք այս ծրագրի համար դասական կենսագրի ամբողջ անձնական ինֆորմացիան (ID) նման գումարը համարում եք 1-866-346-7198 համարում: Armenian

Бесплатные услуги перевода. Вы можете воспользоваться услугами переводчика, и ваши документы прочтут для вас на русском языке. Если вам требуется помощь, звоните нам по номеру, указанному на вашей идентификационной карте, или 1-866-346-7198. Russian

無料の言語サービス 日本語で通訳をご提供し、書類をお読みします。サービスをご希望の方は、カード記載の番号または1-866-346-7198までお問い合わせください。Japanese

خدمات مترجمة متوفرة. إذا كنت محتاجًا إلى ترجمة، يمكنك استخدامنا، ويمكننا أيضاً استخدامك كترجمة للنصوص العربية باللغة العربية. يчен بناء على الرقم للمنين على بطاقة عضويتك أو على الرقم 1-866-346-7198. Arabic

IN WITNESS WHEREOF, Blue Shield of California Life & Health Insurance Company, through its duly authorized Officers, execute this Policy, to take effect on the Insured Person's Effective Date.

Seth A. Jacobs, Secretary
Blue Shield of California Life & Health Insurance Company

Lou Lombardo, President & Chief Executive Officer
Blue Shield of California Life & Health Insurance Company
Vision Customer Service Telephone Numbers:

Blue Shield Life
Vision Plan Administrator
1-877-601-9083

Blue Shield Life may be reached by calling 1-800-431-2809.

Vision Customer Service Correspondence Addresses:

Blue Shield Life
Vision Plan Administrator
Vision Customer Service
P. O. Box 25208
Santa Ana, CA 92799-5208

Claims for all other Covered Services should be sent to:

Blue Shield Life
P. O. Box 25208
Santa Ana, CA 92799-5208
Notes
(Intentionally left blank)