

# Medicare Supplement Vision DUO

## Blue Shield of California Life & Health Insurance Company

### **Policy**

For

Medicare Supplement Subscribers

An Independent Licensee of the Blue Shield Association



# Medicare Supplement Vision DUO

## Policy for Medicare Supplement Subscribers

This vision Policy is issued by Blue Shield of California Life & Health Insurance Company ("Blue Shield Life"), to the Insured 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.

### NOTICE TO NEW SUBSCRIBERS

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, 601 12<sup>TH</sup> STREET, OAKLAND, CA 94607. Immediately upon such delivery or mailing, the Policy shall be deemed void from the beginning, and Premiums paid will be refunded.

### IMPORTANT!

**No Insured 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.**

**TABLE OF CONTENTS**

<b><u>PART</u></b>	<b><u>PAGE</u></b>
Summary of Benefits .....	6
Introduction to the Medicare Supplement Vision DUO Plan .....	8
Waiting Period .....	8
Continuity of Care by a Terminated Provider.....	8
Financial Responsibility for Continuity of Care Services .....	8
Premiums .....	8
Conditions of Coverage .....	8
<b>Enrollment</b> .....	<b>8</b>
<b>Limitation on Enrollment</b> .....	<b>9</b>
<b>Duration of the Policy</b> .....	<b>9</b>
<b>Renewal of the Policy</b> .....	<b>9</b>
<b>Termination / Reinstatement of the Policy</b> .....	<b>9</b>
Benefits .....	10
Covered Services and Supplies.....	10
General Exclusions and Limitations .....	11
<b>Reductions - Third Party Liability</b> .....	<b>12</b>
General Provisions.....	13
<b>Confidentiality of Personal and Health Information</b> .....	<b>13</b>
<b>Right to Receive Confidential Communications</b> .....	<b>13</b>
<b>Access to Information</b> .....	<b>14</b>
<b>Independent Contractors</b> .....	<b>14</b>
<b>Entire Policy: Changes</b> .....	<b>14</b>
<b>Time Limit on Certain Defenses</b> .....	<b>14</b>
<b>Grace Period</b> .....	<b>14</b>

<b>Payment of Benefits</b> .....	<b>15</b>
<b>Legal Actions</b> .....	<b>15</b>
<b>Organ and Tissue Donation</b> .....	<b>15</b>
<b>Endorsements and Appendices</b> .....	<b>15</b>
<b>Notices</b> .....	<b>15</b>
<b>Commencement or Termination of Coverage</b> .....	<b>15</b>
<b>Legal Process</b> .....	<b>15</b>
<b>Notice</b> .....	<b>15</b>
<b>Customer Services</b> .....	<b>16</b>
<b>Grievance Process</b> .....	<b>16</b>
<b>California Department of Insurance Review</b> .....	<b>16</b>
<b>Definitions</b> .....	<b>17</b>
<b>Notice Informing Individuals about Nondiscrimination and Accessibility Requirements</b> .....	<b>18</b>

## Summary of Benefits

The following chart outlines specific vision procedures covered by the Plan and the Allowances for those procedures.

### Blue Shield Life Summary of Benefits

Procedure	Allowance	
	Participating Providers	Non-Participating Providers
	Services are covered in full except as noted otherwise with a Copayment and a maximum Allowance. Insureds are responsible for all charges in excess of these Allowances.	Services are covered up to the following Allowances. Insureds are responsible for all charges in excess of these amounts.
<b>Comprehensive examination <sup>1</sup></b>		
Comprehensive examination	100%	\$50
<b>Lenses</b>	Note: Lenses are covered less a \$25 Copayment for materials. This Copayment is applicable per prescription and per Insured.	
Single Vision	100%	\$43
Bifocal	100%	\$60
Trifocal	100%	\$75
Aphakic or Lenticular Monofocal or Multifocal	100%	\$104
<b>Contact Lenses</b>	Note: Contact Lenses are covered less a \$25 Copayment for materials. This Copayment is applicable per prescription and per Insured.	
Non-Elective (Medically Necessary) Contact Lenses (one pair) – Hard or Soft Lenses <sup>1,3</sup>	\$500	\$200
Elective (Cosmetic or Convenience) Contact Lenses (one pair) – Hard or Soft Lenses <sup>1,3</sup>	\$120 <sup>4</sup>	\$100 <sup>4</sup>
<b>Frames</b>	Note: There is no Copayment for frames.	
Frames	\$100 <sup>5</sup>	\$40

### SUMMARY OF BENEFITS FOOTNOTES

<sup>1</sup> The comprehensive examination Benefit does not include the contact lens exam service; however the contact lens Allowance maybe used towards fit and evaluation.

<sup>2</sup> Each pair of lenses includes Pinks #1 and #2 tints in the Allowance and up to 60 mm in size.

<sup>3</sup> See the Benefit section for explanation of non-elective (medically necessary) and elective contact lenses. Prior authorization from the contracted Vision Plan Administrator (VPA) is required for non-elective contact lenses.

<sup>4</sup> Allowance toward the cost is in lieu of eyeglass lenses— the difference between the Allowance and the provider’s charge is the responsibility of the Insured, whether dispensed by a Participating Provider or by a Non-Participating Provider.

<sup>5</sup> Frames are covered in full, less any Copayment, up to the Allowance as described in the Summary of Benefits. The Insured is responsible for the additional costs above the Allowance.

Note: The difference between the Allowance 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's responsibility, whether dispensed by a Participating Provider or Non-Participating Provider. Participating Providers allow a selection of frame styles that retail up to the Allowance with lenses that fit an eye size less than 61 millimeters. If a more expensive frame is selected, the Insured is responsible for the additional retail cost above the Allowance. If the lenses are 61 millimeters or over, any difference between the Allowance and the provider's charge is the Insured's responsibility. Contact lenses, in lieu of frames and lenses, are covered up to the Allowance as described in the Summary of Benefits.

## **Introduction to the Medicare Supplement Vision DUO Plan**

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

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 Insurance, 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.

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

### **Waiting Period**

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

### **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.

### **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 4700

Whittier, CA 90607-4700

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**

#### **Enrollment**

1. Enrollment of Subscribers is not effective until Blue Shield Life approves an application and accepts the applicable Premiums. Only Blue Shield Life can approve applications.
2. 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 Subscriber 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 Subscriber fail or refuse to provide these documents or information to Blue Shield Life, coverage under this Plan may be cancelled.



## **Limitation on Enrollment**

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

## **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 maximums, are effective after 60 days notice to the Subscriber's address of record with Blue Shield Life.

## **Renewal 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. 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.
6. Termination of the Subscriber's Medicare Supplement coverage.

## **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.

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 30 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 30 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. If the Plan issues a conditional receipt for the Premium tendered, the Policy will be reinstated upon approval of such application by the Plan or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the Plan has previously notified the Insured in writing of its disapproval of such application.

7. Termination by Blue Shield Life if Subscriber is No Longer Enrolled in Medicare Supplement:

This Agreement shall terminate on the date the Subscriber is no longer enrolled in Medicare Supplement. Blue Shield Life shall refund the prepaid dues, 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 dues refund any amounts

paid by Blue Shield Life for benefits paid or payable by Blue Shield Life prior to the termination date.

### **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 as listed in the Summary of Benefits. Insureds are responsible for any Copayments and all charges in excess of any Allowance.

### **Covered Services and Supplies**

Covered Services under this Medicare Supplement Vision DUO Plan 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.

The comprehensive examination Benefit does not include the contact lens exam service; however, the contact lens Allowance may be used towards a contact lens fit and evaluation. You are responsible for requesting this information from your provider.

You are responsible for a Copayment (as stated in the Summary of Benefits) for the purchase of frames, lenses or contact lenses. The Insured is responsible for the additional costs above the Allowance.

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

eyeglass lenses includes Pinks #1 and #2 tints in the Allowance and up to 60 mm in size.

One frame in a 24 consecutive-month period.

Note: The difference between the Allowance 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's responsibility, whether dispensed by a Participating Provider or a Non-Participating Provider. Participating Providers allow a selection of frame styles that retail up to the Allowance with lenses that fit an eye size less than 61 millimeters. If a more expensive frame is selected, the Insured is responsible for the additional retail cost above the Allowance. If the lenses are 61 millimeters or over, any difference between the Allowance and the provider's charge is the Insured's responsibility.

One Pair of non-elective (medically necessary) contact lenses, which are lenses covering the following conditions: aphakia, aniridia, anisometropia, corneal transplant, high ametropia, nystagmus, keratoconus, heredity corneal dystrophies and other eye conditions that make contact lenses necessary. Benefits are provided in lieu of eyeglass lenses once every 24 consecutive-months or at a 12-month interval if the examination indicates a Prescription Change. Prior authorization from the contracted VPA is required.

Elective Contact Lenses up to the Benefit Allowance (chosen for cosmetic reasons or for convenience) when provided in lieu of eyeglass lenses 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 fit and evaluation. You are responsible for requesting this information from your provider.

## **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. However, the VPA does offer a discount on replacement or additional frames;
3. Any eye examination required by an employer as a condition of employment;
4. Medical or surgical treatment of the eyes;
5. 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 has been paid 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;
6. Services required by any government agency or program, Federal, state, or subdivision thereof;
7. 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; and
8. Comprehensive examination Benefit does not include a fit and evaluation exam for contact lenses.

### **Payment of Benefits**

Prior to service, the Insured should consult their Benefit information for coverage details. The Insured should make an appointment with a Participating Provider identifying themselves as a Blue Shield Life/VPA Insured.

The Participating Provider will submit a claim for Covered Services online or by claim form. Participating Providers will accept the Plan's payment as payment in full except as noted in the Summary of Benefits. When services are provided by a Non-Participating Provider, the provider may submit the claim or the Insured can follow the "How to Submit an Insured Re-imbusement Form" found on the VPA website or contact VPA Customer Service at 1-800- 877-7195. The claim can be submitted via the online portal or submitted to the following address:

Vision Service Plan

P O Box 385018

Birmingham, AL 35238-5018

Participating Provider payments go directly to the Participating Providers. If the Insured receives services from a Non-Participating Provider, you have the option of having payments sent directly to the Non-Participating Provider or sent directly to you.

Every Participating Provider's contract stipulates the Insured 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 is responsible for any amount the plan does not pay. However, if an Insured is receiving services from a Participating Provider as of the date that such provider's contract is terminated, the Insured's responsibility to that provider for services rendered subsequent to that termination date shall be no greater than it was for services rendered immediately 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 appropriate provision for the assumption of such services by another Participating Provider; or
3. The date that coverage for such Insured is terminated.

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.

### **Notice and Proof of Claim**

In the event a Participating Provider does not bill Blue Shield Life directly, you should use a Blue Shield Life 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 a claim, Blue Shield Life will send you a 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 by sending Blue Shield Life written proof of claim as described in the *Payment of Benefits* section.

### **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 <http://www.blueshieldca.com>. You may also obtain this information from the VPA by calling the telephone number listed in this vision Benefit.

### **Reductions - Third Party Liability**

If an Insured 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, provide the Benefits of this Policy and have an equitable right to restitution, reimbursement, or other available remedy to recover the amounts Blue Shield Life paid for services provided to the Insured on a fee-for-service basis from any recovery (defined below) obtained by or on behalf of the Insured, from or on behalf of the third party responsible for the injury or illness or from uninsured/underinsured motorist coverage.

Blue Shield Life's right to restitution, reimbursement, or other available remedy is against any recovery the Insured receives as a result of the injury or illness, including any amount awarded to or received by way of court judgment, arbitration award, settlement or other arrangement, from any third party or third party insurer, or from uninsured or underinsured motorist coverage, related to the illness or injury (the "Recovery"), without regard to whether the Insured has been "made whole" by the Recovery. Blue Shield Life's right to restitution, reimbursement, or other available remedy is with respect to that portion of the total Recovery that is due Blue Shield Life for the Benefits it paid in connection with such injury or illness, calculated in accordance with California Civil Code section 3040.

The Insured is required to:

1. Notify the Plan in writing of any actual or potential claim or legal action which such

Insured 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 Benefits 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 underinsured motorist coverage; and,
4. Provide the Plan with a lien in the amount of Benefits actually paid. The lien may be filed with the third party, the third party's agent or attorney, or the court, unless otherwise 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'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.

## **General Provisions**

### **Assignability**

The coverage and Benefits of this Plan are assignable to Participating and Non-Participating Providers. To be entitled to Covered Services, the Insured must be a Subscriber who has maintained enrollment under the terms of this Policy.

### **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 Office  
P. O. Box 272540  
Chico, CA 95927-2540

#### **Toll-Free Telephone Number:**

1-888-266-8080

#### **E-mail Address:**

[Privacy@blueshieldca.com](mailto:Privacy@blueshieldca.com)

### **Right to Receive Confidential Communications**

Blue Shield of California communications may contain your protected health information (PHI). You can ask to have Blue Shield communications with your PHI sent directly to you at to a confidential mailing address, email address, or telephone number. A confidential communications request (CCR) should be submitted in writing to Blue Shield of California at the mailing address, email address, or fax number at the bottom of this section. A CCR request form, available by going to [blueshieldca.com/privacy](http://blueshieldca.com/privacy) and clicking on "privacy forms," may be used when submitting a CCR in writing, but it is not required.

Notice about confidential communications requests:

Blue Shield of California shall notify subscribers that they may request a confidential communication pursuant to the following and how to make the request.

Blue Shield of California shall permit subscribers to request, and shall accommodate requests for, confidential communication in the form and format requested by the individual, if it is readily producible in the requested form and format, or at alternative locations.

Blue Shield of California may require the subscriber to make a request for a confidential communication in writing or by electronic transmission.

The confidential communications request shall be valid until the subscriber submits a revocation of the request or a new confidential communication request is submitted.

The confidential communications request shall apply to all communications that disclose medical information or provider name and address related to receipt of medical services by the individual requesting the confidential communication.

A confidential communications request may be submitted in writing to Blue Shield of California at the mailing address, email address, or fax number at the bottom of this page. Once in place, a valid CCR prevents Blue Shield from:

1. Requiring the protected individual to obtain the primary subscriber's authorization to receive sensitive services or submit a claim for sensitive services if the protected individual has the right to consent to care; and
2. Disclosing medical information relating to sensitive health services provided to a protected individual, absent an express written authorization of the protected individual receiving care.

You may return your completed and signed CCR form via one of these options:

Mail: Blue Shield of California Privacy Office,  
PO Box 272540, Chico CA, 95927-2540

Email: [privacy@blueshieldca.com](mailto:privacy@blueshieldca.com)

Fax: 1-800-201-9020

### **Access to Information**

Blue Shield Life may need information from 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 receiving or providing services.

### **Entire Policy: Changes**

This Policy, including the appendices, constitutes the entire agreement between parties. Any statement made by an Insured 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, or maximums 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 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 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.

### **Proof of Claim**

The VPA 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 was legally unable to notify the VPA.

### **Payment of Benefits**

#### **Time and Payment of Claims**

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

### **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.

### **Organ and Tissue Donation**

Many residents in the state of California are eligible to become organ and tissue donors. By deciding to be an organ and tissue donor, you can affect the well-being of one or more of the estimated 100,000 people in the United States of America who must face death daily while waiting for an organ transplant. One person on this list dies about every three hours – all the while waiting for an organ or tissue donation.

For more information on organ and tissue donation, or to register as a donor, visit the California Transplant Doctor Network's internet site at

<http://www.ctdn.org> or Donate Life California's internet site at <http://www.donatelifecalifornia.org>. You may also call the regional organ procurement agency in the city nearest you for additional information on organ and tissue donation.

### **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 Subscriber 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

601 12<sup>th</sup> Street

Oakland, CA 94607

### **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 Subscriber hereby expressly acknowledges its understanding that this Policy constitutes a contract solely between the Subscriber 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 Subscriber 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 Subscriber for any of the Plan's obligations to the Subscriber 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 Services**

If the Insured has a question about these vision Benefits, providers, services, or concerns regarding the quality of care or access to care that the Insured has experienced, the Insured may contact:

Blue Shield Life  
P. O. Box 272540  
Chico, CA 95927-2540

The Insured may also contact Blue Shield Life Customer Service.

### **Grievance Process**

A Subscriber who has a question about services, providers, Benefits, how to use this plan, or concerns regarding the quality of care or access to care that he has experienced, may call Blue Shield Life's Customer Service Department at the telephone number listed below.

The hearing impaired may contact Blue Shield Life's Customer Service Department through Blue Shield Life's toll-free TTY number, 711.

Customer Service can answer many questions over the telephone.

Subscribers, a designated representative, or a provider on behalf of the Subscriber, may contact the Blue Shield Life Customer Service Department by telephone, letter or online to request a review of an initial determination concerning a claim or service. If the telephone inquiry to the 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 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 Blue Shield Life Customer Service Department. If the Subscriber wishes, the Customer Service staff will assist in completing the grievance form. Completed grievance forms must be mailed to Blue Shield Life at the address provided below. The Subscriber may also submit the grievance to the Blue Shield Life Customer Service Department online by visiting <http://www.blueshieldca.com>.

1-800- 431-2809

Blue Shield Life

Attn: Appeals and Grievance

P. O. Box 5588

El Dorado Hills, CA 95762-0011

Blue Shield Life will acknowledge receipt of a written grievance within five (5) calendar days. Grievances are normally 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.

### **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 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 6:00 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](http://www.insurance.ca.gov).**

## **Definitions**

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

**Allowable Amount** – the maximum amount Blue Shield Life will pay for Covered Services. Unless specified for a particular service elsewhere in this Policy, the Allowable Amount is:

1. For Participating Providers, the Allowance agreed upon between Blue Shield Life and the VPA and which Participating Providers have agreed to accept as payment in full for Covered Services as set forth in the VPA contract.
2. For Non-Participating Providers, 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.

**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 is required to pay for specific services after meeting any applicable Deductible.

**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.

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

**Insured** – a Subscriber.

**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 the VPA contract.

**Plan** – the Medicare Supplement Vision DUO or Blue Shield of California Life & Health Insurance Company.

**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). The VPA is a vision care service plan, which contracts with Blue Shield Life 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.

# Blue Shield of California Life & Health Insurance Company

## Notice Informing Individuals about Nondiscrimination and Accessibility Requirements

### Discrimination is against the law

Blue Shield of California Life & Health Insurance Company complies with applicable state laws and federal civil rights laws, and does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability. Blue Shield of California Life & Health Insurance Company does not exclude people or treat them differently because of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability.

Blue Shield Life:

- Provides aids and services at no cost to people with disabilities to communicate effectively with us such as:
  - Qualified sign language interpreters
  - Written information in other formats (including large print, audio, accessible electronic formats and other formats)
- Provides language services at no cost to people whose primary language is not English such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Blue Shield Life Civil Rights Coordinator.

If you believe that Blue Shield Life has failed to provide these services or discriminated in another way on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability, you can file a grievance with:

### Blue Shield of California Life & Health Insurance Company Civil Rights Coordinator

**P.O. Box 629007**

**El Dorado Hills, CA 95762-9007**

**Phone: (844) 831-4133 (TTY: 711)**

**Fax: (844) 696-6070**

**Email: [BlueShieldCivilRightsCoordinator@blueshieldca.com](mailto:BlueShieldCivilRightsCoordinator@blueshieldca.com)**

You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You may also contact the California Department of Insurance if you believe that Blue Shield of California Life & Health Insurance Company has failed to provide these services or discriminated in another way on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability. You can file a grievance with:

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

Phone: (1-800-927-HELP (4357) or TDD 1-800-482-4833)

Complaint forms are available at [www.insurance.ca.gov/01-consumers/101-help](http://www.insurance.ca.gov/01-consumers/101-help)

Blue Shield of California Life & Health Insurance Company  
601 12<sup>th</sup> Street, Oakland, CA 94607



If you believe that you have not been provided these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue SW.  
Room 509F, HHH Building  
Washington, DC 20201

(800) 368-1019; TTY: (800) 537-7697

Complaint forms are available at [www.hhs.gov/ocr/office/file/index.html](http://www.hhs.gov/ocr/office/file/index.html).

# Notice of the Availability of Language Assistance Services Blue Shield of California Life & Health Insurance Company

**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. For more help call the CA Dept. of Insurance at 1-800-927-4357. English

**Servicios de idiomas sin costo.** Puede obtener un intérprete. Le pueden leer documentos y que le envíen algunos en español. Para obtener ayuda, llámenos al número que figura en su tarjeta de identificación o al 1-866-346-7198. Para obtener más ayuda, llame al Departamento de Seguros de CA al 1-800-927-4357. Spanish

**免費語言服務。**您可獲得口譯員服務。可以用中文把文件唸給您聽，有些文件有中文的版本，也可以把這些文件寄給您。欲取得協助，請致電您的保險卡所列的電話號碼，或撥打 1-866-346-7198 與我們聯絡。欲取得其他協助，請致電 1-800-927-4357 與加州保險部聯絡。Chinese

**Các Dịch Vụ Trợ Giúp Ngôn Ngữ Miễn Phí.** Quý vị có thể được nhận dịch vụ thông dịch. Quý vị có thể được người khác đọc giúp các tài liệu và nhận một số tài liệu bằng tiếng Việt. Để được giúp đỡ, hãy gọi cho chúng tôi tại số điện thoại ghi trên thẻ hội viên của quý vị hoặc 1-866-346-7198. Để được trợ giúp thêm, xin gọi Sở Bảo Hiểm California tại số 1-800-927-4357. Vietnamese

무료 통역 서비스. 귀하는 한국어 통역 서비스를 받으실 수 있으며 한국어로 서류를 낭독해주는 서비스를 받으실 수 있습니다. 도움이 필요하신 분은 귀하의 ID 카드에 나와있는 안내 전화: 1-866-346-7198번으로 문의해 주십시오. 보다 자세한 사항을 문의하실 분은 캘리포니아 주 보험국, 안내 전화 1-800-927-4357번으로 연락해 주십시오. Korean

**Walang Gastos na mga Serbisyo sa Wika.** Makakakuha ka ng interpreter o tagasalin at maipababasa mo sa Tagalog ang mga dokumento. Para makakuha ng tulong, tawagan kami sa numerong nakalista sa iyong ID card o sa 1-866-346-7198. Para sa karagdagang tulong, tawagan ang CA Dept. of Insurance sa 1-800-927-4357 Tagalog

**Անվճար Լեզվական Ծառայություններ:** Դուք կարող եք թարգմանի ձեռք բերել և փաստաթղթերը ընթերցել տալ ձեզ համար հայերեն լեզվով: Օգնության համար մեզ զանգահարեք ձեր ինքնության (ID) տոմսի վրա նշված կամ 1-866-346-7198 համարով: Լրացուցիչ օգնության համար 1-800-927-4357 համարով զանգահարեք Կալիֆորնիայի Ապահովագրության Բաժանմունք: 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. Если вам требуется дополнительная помощь, звоните в Департамент страхования штата Калифорния (Department of Insurance), по телефону 1-800-927-4357. 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、ID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。更なるお問い合わせは、カリフォルニア州保険庁、1-800-927-4357までご連絡ください。Japanese

**خدمات مجانی مربوط به زبان.** میتوانید از خدمات یک مترجم شفاهی استفاده کنید و بگوئید مدارک به زبان فارسی برایتان خوانده شوند. برای دریافت کمک، با ما از طریق شماره تلفنی که روی کارت شناسائی شما قید شده است و یا این شماره 1-866-346-7198 تماس بگیرید. برای دریافت کمک بیشتر، به CA Dept. of Insurance (اداره بیمه کالیفرنیا) به شماره 1-800-927-4357 تلفن کنید. Persian

**ਮੁਫਤ ਭਾਸ਼ਾ ਸੇਵਾਵਾਂ:** ਤੁਸੀਂ ਦੁਬਾਰੀਏ ਦੀਆਂ ਸੇਵਾਵਾਂ ਹਾਸਲ ਕਰ ਸਕਦੇ ਹੋ ਅਤੇ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਸੁਣ ਸਕਦੇ ਹੋ। ਕੁਝ ਦਸਤਾਵੇਜ਼ ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਭੇਜੇ ਜਾ ਸਕਦੇ ਹਨ। ਮਦਦ ਲਈ ਤੁਹਾਡੇ ਆਈਡੀ (ID) ਕਾਰਡ 'ਤੇ ਦਿੱਤੇ ਨੰਬਰ 'ਤੇ ਜਾਂ 1-866-346-7198 'ਤੇ ਸਾਨੂੰ ਫੋਨ ਕਰੋ। ਵਧੇਰੇ ਮਦਦ ਲਈ ਕੈਲੀਫੋਰਨੀਆ ਡਿਪਾਰਟਮੈਂਟ ਆਫ ਇਨਸੂਰੈਂਸ ਨੂੰ 1-800-927-4357 'ਤੇ ਫੋਨ ਕਰੋ। Punjabi

**សេវាកម្មភាសាភាគីតិច្នៃ្យ** អ្នកអាចទទួលបានអ្នកបកប្រែភាសា និងអានឯកសារជូនអ្នកជា ភាសាខ្មែរ ។ សម្រាប់ជំនួយ សូមទូរស័ព្ទមកលើឯខ្ញុំតាមលេខដែលមានបង្ហាញលើប័ណ្ណសំគាល់ខ្លួនរបស់អ្នក ឬលេខ 1-866-346-7198 ។ សម្រាប់ជំនួយបន្ថែមទៀត សូមទូរស័ព្ទទៅក្រសួងធានារ៉ាប់រងរដ្ឋកាលីហ្វ័រញ៉ា តាមលេខ 1-800-927-4357 Khmer

**خدمات ترجمة بدون تكلفة.** يمكنك الحصول علي مترجم و قراءة الوثائق لك باللغة العربية. للحصول علي المساعدة، اتصل بنا علي الرقم المبين علي بطاقة عضويتك أو علي الرقم 1-866-346-7198. للحصول علي المزيد من المعلومات، اتصل بإدارة التأمين لولاية كاليفورنيا علي الرقم 1-800-927-4357. Arabic

**Cov Kev Pab Txhais Lus Tsis Them Nqi.** Koj yuav thov tau kom muaj neeg los txhais lus rau koj thiab kom neeg nyeem cov ntawv ua lus Hmoob. Yog xav tau kev pab, hu rau peb ntawm tus xov tooj nyob hauv koj daim yuaj ID los sis 1-866-346-7198. Yog xav tau kev pab ntxiv hu rau CA lub Caj Meem Fai Muab Kev Tuav Pov Hwm ntawm 1-800-927-4357 Hmong

บริการทางภาษาอย่างไม่เสียค่าใช้จ่าย คุณสามารถรับบริการจากล่าม รวมถึงให้เจ้าหน้าที่อ่านเอกสารให้คุณฟัง หรือส่งเอกสารบางส่วนในภาษาของคุณไปหาคุณได้ หากต้องการความช่วยเหลือ กรุณาโทรศัพท์ตามหมายเลขที่ระบุอยู่ด้านหลังบัตรประจำตัวของคุณ หรือ ที่หมายเลข 1-866-346-7198 หากต้องการความช่วยเหลือเพิ่มเติม โปรดโทรมาที่ กรมการประกันภัยแห่งมลรัฐแคลิฟอร์เนียที่หมายเลข 1-800-927-4357 Thai

निःशुल्क भाषा सेवाएँ। आप एक दुभाषिया की सेवा प्राप्त कर सकते हैं। आप दस्तावेजों को पढ़वा के सुन सकते हैं और कुछ को अपनी भाषा में स्वयं को भिजवा सकते हैं। सहायता के लिए, अपने ID कार्ड पर दिए गए नंबर पर, या 1-866-346-7198 पर हमें फ़ोन करें। अधिक सहायता के लिए कैलीफोर्निया बीमा विभाग (CA Dept. of Insurance) को 1-800-927-4357 पर फ़ोन करें। Hindi

**Doo bááh ílínígó saad bee yát'i' bee aná'áwo'.** Díí shá ata'halne'dooígí hólo'qdoos nínízingo éí bííghah. Naaltsoos naanináhájeehígí shich'í' yíidooltah éí doodagó ła' shich'í' ádoolníí nínízingo bííghah. Shíká a'doowof nínízingo nihich'í' béesh bee hodílnih dóó námbóo éí díí ninaaltsoos doot'í'zhígí bee néího'dílzínígí bine'déé' bikáá' éí doodagó éí (866)346-7198jí' hodílnih. Hózhó shíká anáá'doowof nínízingo éí díí béeso ách'áqah naa'nil bíí haz'áqjí' 1-800-927-4357jí' hodílnih. Navajo

**ບໍລິການແປພາສາໂດຍບໍ່ເສຍຄ່າ.** ທ່ານສາມາດຂໍເອົາຜູ້ແປພາສາໄດ້. ທ່ານສາມາດຂໍໃຫ້ອ່ານເອກະສານໃຫ້ທ່ານຟັງ ແລະ ສົ່ງເອກະສານບາງຢ່າງທີ່ເປັນພາສາຂອງທ່ານ. ສໍາລັບຄວາມຊ່ວຍເຫຼືອ, ໃຫ້ໂທຫາພວກເຮົາຕາມເບີໂທລະສັບທີ່ມີ ໃນບັດປະຈໍາຕົວຂອງທ່ານ ຫຼື ໂທຫາເບີ1-866-346-7198. ສໍາລັບຄວາມຊ່ວຍເຫຼືອເພີ່ມເຕີມໂທຫາ ພະແນກ ປະກັນໄພ ຂອງລັດຄາລິຟໍເນຍໄດ້ທີ່ເບີ1-800-927-4357. Laotian

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

**Vision Customer Service Telephone Numbers:**

Blue Shield Life  
Vision Plan Administrator  
1-800- 877-7195

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

**Vision Customer Service Correspondence Addresses:**

Blue Shield Life  
P. O. Box 272540  
Chico, CA 95927-2540

Claims for all other Covered Services should be sent to:

Vision Service Plan  
Attn: Claims Services  
P. O. Box 385018  
Birmingham, AL 35238-5018