Value Smile PPO

Policy for Individuals and Families

This dental Policy is issued by Blue Shield of California Life & Health Insurance Company ("Blue Shield Life"), to the Insured whose identification cards are issued with this Policy. 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 with the identification cards, 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 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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Summary of Benefits and Insured’s Copayments

The following chart outlines specific Dental procedures covered by the Plan and the Insured’s Copayment Responsibility for those procedures. Services are listed with the American Dental Association (ADA) Current Dental Terminology 2009 procedure codes.

For dental Services received from a Participating Dentist, the Insured will be responsible for the amount indicated under the column, “In Network Member Pays:”.

For dental Services received from a Non-Participating Dentist, the Plan will reimburse the Insured up to the maximum amount listed under the column, “Out-of-Network Max. Plan Payment” and the Insured will be responsible for the remainder of the Dentist’s billed charges.

Note: See the end of this Summary of Benefits for an important benefit footnote.

<table>
<thead>
<tr>
<th>ADA CODE</th>
<th>PROCEDURE</th>
<th>In Network Member Pays:</th>
<th>Out-of-Network Max. Plan Payment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0120</td>
<td>Periodic oral exam (Every 6 months)</td>
<td>$0</td>
<td>$16</td>
</tr>
<tr>
<td>0140</td>
<td>Limited oral evaluation – problem focused</td>
<td>$0</td>
<td>$24</td>
</tr>
<tr>
<td>0150</td>
<td>Comprehensive oral evaluation</td>
<td>$0</td>
<td>$40</td>
</tr>
<tr>
<td>0210</td>
<td>Intraoral radiographs – complete series (including bitewings)</td>
<td>$0</td>
<td>$56</td>
</tr>
<tr>
<td>0220</td>
<td>Intraoral periapical radiograph – first film</td>
<td>$0</td>
<td>$16</td>
</tr>
<tr>
<td>0230</td>
<td>Intraoral periapical radiograph – each additional film</td>
<td>$0</td>
<td>$8</td>
</tr>
<tr>
<td>0240</td>
<td>Intraoral occlusal radiograph</td>
<td>$0</td>
<td>$28</td>
</tr>
<tr>
<td>0270</td>
<td>Bitewing radiograph – single film</td>
<td>$0</td>
<td>$14</td>
</tr>
<tr>
<td>0272</td>
<td>Bitewing radiograph – two films</td>
<td>$0</td>
<td>$20</td>
</tr>
<tr>
<td>0274</td>
<td>Bitewing radiograph – four films</td>
<td>$0</td>
<td>$24</td>
</tr>
<tr>
<td>0330</td>
<td>Panoramic x-ray</td>
<td>$0</td>
<td>$40</td>
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<tr>
<td>0431</td>
<td>Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities</td>
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<td>$25</td>
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<tr>
<td>0460</td>
<td>Pulp vitality tests</td>
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<td>0470</td>
<td>Diagnostic casts</td>
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<td>$40</td>
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<tr>
<td>1110</td>
<td>Prophylaxis (Adult) Every 6 months</td>
<td>$0</td>
<td>$48</td>
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<tr>
<td>1120</td>
<td>Prophylaxis (Child) Every 6 months</td>
<td>$0</td>
<td>$34</td>
</tr>
<tr>
<td>1201</td>
<td>Topical application of fluoride including prophylaxis (Every 6 months) (Covered through age 15)</td>
<td>$0</td>
<td>$35</td>
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<tr>
<td>1203</td>
<td>Topical application of fluoride excluding prophylaxis (Every 6 months) (Covered through age 15)</td>
<td>$0</td>
<td>$15</td>
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<tr>
<td>1205</td>
<td>Topical application of fluoride including prophylaxis (Every 6 months) (Covered age 16 and above)</td>
<td>$0</td>
<td>$48</td>
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<tr>
<td>1206</td>
<td>Topical fluoride varnish (covered through age 15)</td>
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<tr>
<td>ADA CODE</td>
<td>PROCEDURE</td>
<td>In Network Member Pays:</td>
<td>Out-of-Network Max. Plan Payment:</td>
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<td>----------</td>
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<td>-------------------------</td>
<td>----------------------------------</td>
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<tr>
<td>Preventive (Cleanings and Fluoride) (^1) continued</td>
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<td></td>
<td></td>
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<tr>
<td>1351</td>
<td>Sealant application per tooth (Covered through age 15) Maximum of 4 per molar every 5 years</td>
<td>$0</td>
<td>$22</td>
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<tr>
<td>1510</td>
<td>Space maintainer – fixed – unilateral</td>
<td>$0</td>
<td>$148</td>
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<tr>
<td>1515</td>
<td>Space maintainer – fixed – bilateral</td>
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<td>Space maintainer – removable – unilateral</td>
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<td>$200</td>
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<td>1525</td>
<td>Space maintainer – removable – bilateral</td>
<td>$0</td>
<td>$228</td>
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<td>1550</td>
<td>Recementation of space maintainer</td>
<td>$0</td>
<td>$25</td>
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<td>Additional Coverage for Women during Pregnancy (^1)</td>
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<tr>
<td>1110</td>
<td>Prophylaxis (Adult) Every 6 months</td>
<td>$0</td>
<td>$48</td>
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<tr>
<td>Minor Restorative (Fillings)</td>
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<tr>
<td>2140</td>
<td>Amalgam – permanent, one surface, primary or permanent</td>
<td>$35</td>
<td>$28</td>
</tr>
<tr>
<td>2150</td>
<td>Amalgam – permanent, two surfaces, primary or permanent</td>
<td>$43</td>
<td>$34</td>
</tr>
<tr>
<td>2160</td>
<td>Amalgam – permanent, three surfaces, primary or permanent</td>
<td>$53</td>
<td>$42</td>
</tr>
<tr>
<td>2161</td>
<td>Amalgam – permanent, four surfaces, primary or permanent</td>
<td>$68</td>
<td>$54</td>
</tr>
<tr>
<td>2330</td>
<td>Resin – one surface (anterior) including acid etch</td>
<td>$37</td>
<td>$30</td>
</tr>
<tr>
<td>2331</td>
<td>Resin – two surfaces (anterior) including acid etch</td>
<td>$56</td>
<td>$44</td>
</tr>
<tr>
<td>2332</td>
<td>Resin – three surfaces (anterior) including acid etch</td>
<td>$68</td>
<td>$54</td>
</tr>
<tr>
<td>2335</td>
<td>Resin – four or more surfaces (anterior) involving incisal angle including acid etch</td>
<td>$68</td>
<td>$54</td>
</tr>
</tbody>
</table>

Footnote:

\(^1\) Services that are considered diagnostic or preventive by Blue Shield of California Life & Health Insurance Company, as listed in the Summary of Benefits, are not subject to the Calendar Year deductible.
Introduction to the Value Smile PPO
Blue Shield’s dental plans are administered by a Dental Plan Administrator (DPA) which is a dental care service plan and which contracts with Blue Shield to underwrite and administer the delivery of dental services through a network of Participating Dentists.

Before Obtaining Dental Care Services
You are responsible for assuring that the Dentist you choose is a Participating Dentist. Note: A Participating Dentist’s status may change. It is your obligation to verify whether the Dentist you choose is currently a Participating Dentist in case there have been any changes to the list of Participating Dentists. A list of Participating Dentists located in your area, can be obtained by contacting a Dental Plan Administrator at 1-888-679-8928. You may also access a list of Participating Dentists through Blue Shield Life’s internet site located at http://www.blueshieldca.com.

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

Choice of Dentists
The Value Smile PPO is specifically designed for you to use Participating Dentists. Participating Dentists agree to accept a Dental Plan Administrator’s payment, plus your payment of any applicable Deductible and Copayment, as payment in full for Covered Services. This is not true of Non-Participating Dentists.

Participating Dentists submit claims for payment after Dental Care Services have been rendered. Payments for these claims go directly to the Participating Dentist. You or your Non-Participating Dentists submit claims for reimbursement after services have been rendered. If you receive Dental Care Services from Non-Participating Dentists, you have the option of having payments sent directly to the Non-Participating Dentist or sent directly to you. A Dental Plan Administrator will notify you of its determination within 30 days after receipt of the claim.

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

You may access a Directory of Participating Dentists through Blue Shield Life’s Internet site located at http://www.blueshieldca.com. The names of Participating Dentists in your area may also be obtained by contacting a Dental Plan Administrator at 1-888-679-8928.

Participating Dentists
When you receive Covered Services from a Participating Dentist, you will be responsible for a fixed Copayment as outlined in the Summary of Benefits and Insured Copayments. Participating Dentists will file claims on your behalf. Services rendered for Diagnostic and Preventive Care will be paid at 100%, subject to certain limitations as specified in the section entitled Covered Services and Supplies.

Participating Dentists will be paid directly by the Plan, and have agreed to accept a Dental Plan Administrator’s payment, plus your payment of any applicable Deductible or Copayment, as payment in full for Covered Services.

If the Insured recovers from a third party the reasonable value of Covered Services rendered by a Participating Dentist, the Participating Dentist who rendered these services is not required to accept the fees paid by a Dental Plan Administrator as payment in full, but may collect from the Insured the difference, if any, between the fees paid by a Dental Plan Administrator and the amount collected by the Insured for these services.

Non-Participating Dentists
When you receive Covered Services from a Non-Participating Dentist, you will be reimbursed up to a specified maximum amount as outlined in the Summary of Benefits and Insured Copayments. You will be responsible for the remainder of the Dentist’s billed charges. You should discuss this beforehand with your Dentist if he is not a Participating Dentist. Any difference between a Dental Plan Administrator’s or Blue Shield Life’s payment and the Non-Participating Dentist’s charges are your responsibility. Insureds are expected to follow the billing procedures of the dental office.

If your receive Covered Services from a Non-Participating Dentist, either you or your Dentist may file a claim using the dental claim form which may be obtained by calling Dental Insured Services at:

1-888-679-8928

Only claims for Benefits for Enhanced Dental Services for Pregnant Women should be sent to:

Blue Shield Life / CAT Team
Dental Plan Administrator
Coverage for Women during Pregnancy
425 Market Street, 12th Floor
San Francisco, CA  94105

Claims for all other Covered Services rendered by Non-Participating Dentists, should be sent to:

Blue Shield Life
P. O. Box 272590
Chico, CA  95927-2590

Continuity of Care by a Terminated Dentist
Insureds who are being treated for acute dental conditions, serious chronic dental conditions, or who are children from birth to 36 months of age, or who have received authorization from a now-terminated Dentist for dental surgery or another...
Financial Responsibility for Continuity of Care Services
If an Insured is entitled to receive Covered Services from a terminated Dentist under the preceding Continuity of Care provision, the responsibility of the Insured to that Dentist for Covered Services rendered under the Continuity of Care provision shall be no greater than for the same Covered Services rendered by a Participating Dentist 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 1-800-431-2809 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 thirty (30) days written notice of any changes in the monthly Premiums for this Plan.

Conditions of Coverage

Enrollment
1. Enrollment of Subscribers or Dependents 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 and/or Dependant(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 Subscriber and/or Dependant(s) fail or refuse to provide these documents or information to Blue Shield Life, coverage under this Plan may be cancelled.

3. The Effective Date of the Benefits of a newborn child will be the date of birth if the Subscriber 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 32nd day.

If the Subscriber wishes to add a newborn child as a Dependent 32 or more days after birth, Blue Shield Life will require the submission of a completed application and the child will be subject to medical underwriting. This may result in the child being declined coverage by Blue Shield Life.

4. The Effective Date of benefits for an adopted child will be the date the Subscriber or spouse or Domestic Partner has the right to control the child’s health care, if the Subscriber requests the child be added to this Policy as a Dependent. Such request must be made within 31 days of the date the Subscriber, spouse, or Domestic 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 Subscriber, spouse, or Domestic Partner has the right to control the child’s health care, the coverage for that child shall terminate on the 32nd day.

To add a child placed for adoption to this Policy as a Dependent, the Subscriber 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 Subscriber on 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 Subscriber’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 Subscriber wishes to add a child placed for adoption as a Dependent 32 or more days after the date the Subscriber, spouse, or Domestic Partner has the right to control the child’s health care, Blue Shield Life will require the submission of a completed application, and the child will be subject to medical underwriting. This may result in the child being declined coverage by Blue Shield Life.

5. If a court has ordered that you provide coverage for your spouse or Domestic Partner, or Dependent child, under your Plan, their coverage will become effective within 31 days of presentation of a court order by the district attorney, or upon presentation of a court order or request by a custodial party, as described in subdivision (j) of Section
14124.93 of the Welfare and Institutions Code or Medi-Cal program.

Limitation on Enrollment
1. Subscribers 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 Subscriber.

Duration of the Policy
This Policy shall be renewed upon receipt of prepaid Premiums. Renewal is subject to Blue Shield Life's right to amend this Policy. Any change in Premiums or benefits, including but not limited to Covered Services, Deductible, Copayment, coinsurance, and Calendar Year Maximum Payment, are effective after 30 days notice from date of mailing 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.

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;

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

3. Termination by Blue Shield Life if Subscriber moves out of California:
   Blue Shield Life may cancel this Policy upon thirty (30) days written notice if the Subscriber moves out of California. See the section entitled Transfer of Coverage for additional information.

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

Blue Shield Life may terminate this Policy together with all like Policies to withdraw it from the market. In such instances you will be given 90 days written notice and the opportunity to enroll in any other individual dental 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, then coverage will end retroactively back to the last day of the month for which Premiums were paid. This retroactive period will not exceed 60 days from the date of mailing of the Notice Confirming Termination of Coverage. The Plan will notify you in a Prospective Notice of Cancellation if your Premiums have not been received. This notice will provide you with the following information:

a. That Premiums due have not been paid and that the Policy will be cancelled if you do not pay the required Premium within 15 days from the date the Prospective Notice of Cancellation is mailed;

b. The specific date and time when coverage for you and all of your Dependents will end if Premiums are not paid;

c. Information regarding the consequences of any failure to pay the Premiums within 15 days.

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:

d. That the Policy has been cancelled, and the reasons for cancellation; and

e. The specific date and time when coverage for you and all your Dependents 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 the medical condition of you or any Dependent(s), 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 the Policy is cancelled for nonpayment of Premiums more than twice during the preceding twelve-month period, then the Plan is not required to reinstate you, and you will need to re-apply for coverage. In this case, the Plan may impose different Premiums and consider the medical condition of you and your Dependent(s).

Calendar Year Deductible

There is a Calendar Year Deductible of $25 that applies to all Covered Services and supplies furnished by Participating and Non-Participating Dentists. It is the amount that you must pay out of pocket before benefits will be provided for Covered Services. This Deductible applies each Calendar Year. This Deductible applies separately to each covered Insured, each Calendar Year.

Except as noted, the Calendar Year Deductible of $25 applies to all covered Services and supplies furnished by Participating and Non-Participating Dentists. It is the amount that you must pay out of pocket before benefits will be provided for Covered Services. This Deductible applies each Calendar Year.

1 The Calendar Year Deductible does not apply to those dental Services considered by Blue Shield Life to be diagnostic or preventive. Services that are considered diagnostic or preventive by Blue Shield Life are listed in the section entitled Summary of Benefits and Insured’s Copayments.

Calendar Year Maximum Payment

Your Plan pays up to a maximum of $500 each Calendar Year for Covered Services and supplies provided by any combination of Participating and Non-Participating Dentists.
No Benefits in excess of this amount will be provided to or on behalf of any Insured.

Covered Services and Supplies
Benefits of the Plan are provided for services customarily performed by licensed Dentists and oral surgeons for treatment of teeth, jaws and their dependent tissues.

The following services are Benefits when provided by a Dentist and when necessary and customary as determined by the standards of generally accepted dental practice. These Benefits are subject to the general limitations and exclusions of the Plan. Payments are subject to the dental benefit Deductible and to the Copayment amounts indicated in the Summary of Benefits and Insured’s Copayments.

Diagnostic, Preventive, and Minor Restorative Services
Please refer to the section entitled Summary of Benefits and Insured’s Copayments for information on fixed Copayments and maximum reimbursement amounts.

Enhanced Dental Benefits for Pregnant Women
Please refer to the section entitled Summary of Benefits and Insured’s Copayments for information on fixed Copayments and maximum reimbursement amounts.

This Plan provides additional or enhanced benefits for certain services for women who are pregnant. When the Benefits below are available, they are not subject to the Calendar Year Deductible.

One (1) additional routine adult prophylaxis including periodontal prophylaxis for gingivitis for women during pregnancy. Note: This prophylaxis is in addition to the prophylaxis provided under the section entitled Diagnostic, Preventive, and Minor Restorative Services.

General Exclusions and Limitations

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

1. Charges for services which are not listed in the Summary of Benefits;

2. Services incident to any injury or disease arising out of, or in the course of, any employment for salary, wage or profit if such injury or disease is covered by any workers' compensation law, occupational disease law or similar legislation. However, if a Dental Plan Administrator or 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 a Dental Plan Administrator or Blue Shield Life for the treatment of such injury or disease;

3. Charges for services performed by a close relative or by a person who ordinarily resides in the Subscriber's home;

4. Services or supplies provided in connection with a congenital anomaly (an abnormality present at birth) or developmental malformation (an abnormality which develops after birth). Congenital anomalies and developmental malformation include but are not limited to: cleft palate; cleft lip; upper or lower jaw malformations (e.g., prognathism); enamel hypoplasia (defective development); fluorosis (a type of enamel discoloration); treatment involving or required by supernumerary teeth; and anodontia (congenitally missing teeth);

5. All prescription and non-prescription drugs;

6. Services, procedures, or supplies which are not Dentally Necessary;

7. Services, procedures, or supplies which are Experimental or Investigational in nature or which do not have uniform professional endorsement;

8. Services, procedures or supplies which are purely cosmetic or elective in nature;

9. Temporary dental services. Charges for temporary services are considered an integral part of the final dental service and will not be separately payable;

10. Any procedure not performed in a dental office setting;

11. Dental services performed in a hospital or any related hospital fee;

12. Any service, procedure, or supply for which the prognosis for long term success is not reasonably favorable as determined by a Dental Plan Administrator and its dental consultants;
13. Services for which the Insured is not legally obligated to pay, or for Services for which no charge is made;

14. Treatment as a result of accidental injury including setting of fractures or dislocation;

15. Charges for dental appointments which are not kept, except as specified under the Summary of Benefits;

16. Charges for services incident to any intentionally self-inflicted injury;

17. Any service, procedure, or supply which is received or started prior to the patient's effective date of coverage which for all Services shall be the date the Service is actually performed;

18. Charges for dental appointments which are not kept, except as specified under the Summary of Benefits;

19. For services provided by an individual or entity that is not licensed or certified by the state to provide health care services, or is not operating within the scope of such license or certification, except as specifically stated herein; and

20. The replacement of an appliance (i.e., space maintainer) within five (5) years of its installation.

**Dental Necessity Exclusion**

All Services must be of Dental Necessity. The fact that a Dentist or other provider may prescribe, order, recommend, or approve a service does not, in itself, make it of Dental Necessity.

**Alternate Benefit Provision**

If dental standards indicate that a condition can be treated by a less costly alternative to the service proposed by the attending Dentist, the Dental Plan will pay benefits based upon the less costly service.

**General Limitations**

The following services, if listed in the Summary of Benefits, will be subject to limitations as set forth below:

1. One (1) in a six (6) month period:
   a) Periodic oral exam;
   b) Routine prophylaxis;
   c) Fluoride treatment; and
   d) Bitewing x-rays (maximum four (4) per year)

2. One (1) in a twelve (12) month period:
   a) Oral cancer screening

3. One (1) in a twenty-four month period:
   a) Sealants; and
   b) Full mouth series and panoramic x-rays

4. Space maintainers – only eligible for Insureds through age eleven when used to maintain space as a result of prematurely lost deciduous first and second molars, or permanent first molars that have not, or will not, develop;

5. Sealants – one (1) per tooth per two (2) year period through age fifteen on permanent first and second molars;

6. Child fluoride (including fluoride varnish) and child prophylaxis – one (1) per six (6) month period through age fifteen;

7. An Alternate Benefit Provision (ABP) may be applied if a dental condition can be treated by means of a professionally acceptable procedure, which is less costly than the treatment recommended by the dentist. The ABP does not commit the Insured to the less costly treatment. However, if the Insured and the dentist choose the more expensive treatment, the Insured is responsible for the additional charge beyond those allowed for the ABP;

8. Restorations – covered only if necessary to treat diseased or accidentally fractured teeth.

**Claims Review**

The Plan reserves the right to review all claims to determine if any exclusions or limitations apply, and may use the services of Dentist consultants, peer review committees of professional societies, and other consultants.
Reductions - Acts of Third Parties
If an Insured is injured through 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 or other available remedy to recover the reasonable costs of the Services provided to the Insured paid by the Plan on a fee-for-service basis. The Insured is required to:

1. Notify the Plan in writing of any actual or potential claim or legal action which such Insured anticipates bringing 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 in writing to fully cooperate with the Plan to execute any forms or documents needed to assist them in exercising their equitable right to restitution or other available remedies; and

3. Provide the Plan with a lien, in the amount of reasonable costs of benefits provided calculated in accordance with California Civil Code section 3040. The lien may be filed with the third party, the third party's agent or attorney, or the court, unless otherwise prohibited by law.

An Insured's failure to comply with items one (1) through three (3) above, shall not in any way act as a waiver, release, or relinquishment of the rights of the Plan.

General Provisions

Non-Assignability
The coverage and Benefits of this Plan are assignable to Participating and Non-Participating Dentists.

Possession of a Blue Shield Life Identification Card confers no right to Services or other benefits of this Policy. To be entitled to Covered Services, the Insured must be a Subscriber who has maintained enrollment under the terms of this Policy.

Plan Interpretation
Blue Shield Life shall have the power and discretionary authority to construe and interpret the provisions of this Policy, to determine the benefits of this Policy and determine eligibility to receive benefits under this Policy. Blue Shield Life shall exercise this authority for the benefit of all Insureds entitled to receive benefits under 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 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 receiving or providing services, including any Dentist or their employees.

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, Maximum per Insured Calendar Year Copayment/Coinsurance Responsibility, or Maximum per Insured and Family Calendar Year Copayment/Coinsurance Responsibility amounts are subject to change at any time. Blue Shield of California will provide at least 30 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 misstatement, except a fraudulent misstatement, made by the Applicant in an individual application to void the Policy, deny a claim, or reduce coverage.

Grace Period
After payment of the first Premium, the Subscriber is entitled to a grace period of 28 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.

Notice and Proof of Claim
Notice and Claim Forms
In the event a Dentist does not bill Blue Shield Life directly, you should use a Blue Shield Life Insured'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 Notice of Claim, Blue Shield Life will send you an Insured’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 Dentist, either you or your Dentist may file a claim using the dental claim form which may be obtained by called Dental Insured Services at:

1-888-679-8928

Only claims for Benefits for Enhanced Dental Services for Pregnant Women should be sent to:

Blue Shield Life / CAT Team
Dental Plan Administrator
Coverage for Women during Pregnancy
12 Market Street, 12th Floor
San Francisco, CA 94105

Claims for all other Covered Services rendered by Non-Participating Dentists, should be sent to:

Blue Shield Life
P. O. Box 272590
Chico, CA 95927-2590

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 Dentist and no later than 180 days for claims from a Non-Participating Dentist.

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 Blue Shield Life.

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

Payment of Claims
Participating Dentists are paid directly by Blue Shield Life.

If the Insured receives Services from a Non-Preferred Dentist, payment will be made directly to the Subscriber, and the Insured is responsible for payment to the Non-Preferred Dentist.

Commencement of Legal Action
Any suit or action to recover benefits under this Plan, or damages concerning the provision of coverage or benefits, the processing of claims, or any other matter arising out of this Plan, may not be brought prior to the expiration of 60 days after written proof of claim has been furnished and must be commenced no later than three years after the date the coverage for benefits in question were first denied.
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
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 that date.

Identification Cards
Identification cards will be issued by Blue Shield Life to all Insureds.

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 other person 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.

Dental Customer Services
Questions about Covered Services, Dentists, how to use this Plan, or concerns regarding the quality of care or access to care that you have experienced should be directed to your Dental Customer Service at the telephone number or address which appear below:

1-888-679-8928

Blue Shield Life
Dental Plan Administrator
425 Market Street, 12th Floor
San Francisco, CA 94105

Dental Customer Service can answer many questions over the telephone.

If the grievance involves a Non-Participating Dentist, the Subscriber should contact the appropriate Blue Shield Life Customer Service Department shown on the last page of this Policy.

Note: A Dental Plan Administrator has established a procedure for our Subscribers to request an expedited decision. A Subscriber, Dentist, or representative of a Subscriber may request an expedited decision when the routine decision making process might seriously jeopardize the life or health of a Subscriber, or when the Subscriber is experiencing severe pain. A Dental Plan Administrator shall make a decision and notify the Subscriber and Dentist within 72 hours following the receipt of the request. If you would like additional information regarding the expedited decision process, or if you believe your particular situation qualifies for an expedited decision, please contact the Dental Cus-
Grievance Process

Subscribers, a designated representative, or a provider on behalf of the Subscriber, may contact the Dental Customer Service Department by telephone, letter or online to request a review of an initial determination concerning a claim or service. Subscribers may contact the Dental Customer Service Department at the telephone number as noted below. If the telephone inquiry to the Dental 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 Dental Customer Service Representative will initiate on the Subscriber’s behalf.

Note: You may have the right to receive continued coverage pending the outcome of your grievance. To request continued coverage during your grievance, contact Dental Customer Service at the telephone number listed below.

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 Dental Customer Service Department. If the Subscriber wishes, the Dental Customer Service staff will assist in completing the grievance form. Completed grievance forms must be mailed to a Dental Plan Administrator at the address provided below. The Subscriber may also submit the grievance to the Dental Customer Service Department online by visiting http://www.blueshieldca.com.

1-888-679-8928

Dental Plan Administrator
425 Market Street, 12th Floor
San Francisco, CA 94105

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

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

California Department of Insurance Review

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

If you have a complaint against 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.

Definitions

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

Allowable Amount — the Allowance is:

1. The amount a Dental Plan Administrator has determined is an appropriate payment for the Service(s) rendered in the provider's geographic area, based upon such factors as 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 Dentist and a Dental Plan Administrator have agreed will be accepted as payment for the Service(s) rendered; or

3. If an amount is not determined as described in either (1.) or (2.) above, the amount a Dental Plan Administrator
determines is appropriate considering the particular circumstances and the Services 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 is required to pay for specific Covered Services after meeting any applicable Deductible.

**Copayment** – The amount that an Insured is required to pay for certain Covered Services after meeting any applicable deductible.

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

**Deductible** - The Calendar Year amount you must pay for specific Covered Services that are a benefit of this Policy before you become entitled to receive certain Benefit payments from the Plan for those Covered Services.

**Dental Care Services** — Necessary treatment on or to the teeth or gums, and necessary dental supplies furnished incidental to Dental Care Services.

**Dental Plan Administrator (DPA)** — Blue Shield has contracted with the Plan’s Dental Plan Administrators (DPA). A DPA is a dental care service plan which contracts with Blue Shield to underwrite and administer delivery of dental services through a network of Participating Dentists. A DPA also contracts with Blue Shield to serve as a claims administrator for the processing of claims for services received from Non-Participating Dentists.

**Dentist** — a duly licensed Doctor of Dental Surgery or other practitioner who is legally entitled to practice dentistry in the state of California.

**Dental Necessity** – Services which are of Dental Necessity include only those which have been established as safe and effective and are furnished in accordance with generally accepted professional standards in California, to treat dental disease or injury, and which are:

1. Consistent with the symptoms or diagnosis; and
2. Not furnished primarily for the convenience of the patient, the attending Dentist or other provider; and
3. Furnished at the most appropriate level which can be provided safely and effectively to the patient.

**Dependent** —

1. A Subscriber's legally married spouse who is:
   a. Resident of California; and
   b. Not covered for benefits as a Subscriber; and
   c. Not legally separated from the Subscriber; or

2. A Subscriber's Domestic Partner, who is:
   a. Not covered for Benefits as a Subscriber; and
   b. A Resident of California.

3. A Subscriber's, spouse’s, or Domestic Partner’s child (including any stepchild or child placed for adoption or any other child for whom the Subscriber, spouse, or Domestic Partner has been appointed as a non-temporary legal guardian by a court of appropriate legal jurisdiction), not covered for benefits as a Subscriber who is:
   a. Resident of California (unless a full-time student); and
   b. Less than 26 years of age.
   c. And who has been enrolled and accepted by Blue Shield Life as a Dependent and has maintained membership in accordance with this Policy.

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

4. If coverage for a Dependent child would be terminated because of the attainment of age 26 and the Dependent child is disabled, benefits for such Dependent will be continued upon the following conditions:

   a. The child must be chiefly dependent upon the Subscriber, spouse, or Domestic Partner for support and maintenance and be incapable of self-sustaining employment by reason of physically or mentally disabling injury, illness, or condition;
   b. The Subscriber, spouse, or Domestic Partner submits to the Plan a Physician's written certification of disability within 60 days from the date of the Plan's request; and
   c. Thereafter, certification from a Physician is submitted to the Plan on the following schedule:
      i. Within 24 months after the month when the Dependent would otherwise have been terminated; and
      ii. Annually thereafter on the same month when certification was made in accordance with item (1) above. In no event will coverage be continued beyond the date when the Dependent child becomes ineligible for coverage under this plan for any reason other than attained age.

**Domestic Partner** - an individual who is personally related to the Subscriber by a domestic partnership that meets the following requirements:

1. Both partners are:
   a. 18 years of age or older; and
   b. Of the same or different sex; and
   c. Residents of California.
2. The partners share:
   a. An intimate and committed relationship of mutual caring; and
   b. The same common residence.

3. The partners are:
   a. Not currently married nor have had another domestic partner within the last six (6) months, unless such former partner is deceased; and
   b. Not so closely related by blood that legal marriage or registered domestic partnership would otherwise be prohibited

4. Both partners were mentally competent to consent to a contract when their domestic partnership began.

Insured — either a Subscriber or Dependent.

Elective Dental Procedure — any dental procedures which are unnecessary to the dental health of the patient, as determined by a Dental Plan Administrator.

Emergency Services – Covered Services to alleviate severe pain or other symptoms or for the diagnosis and treatment of an unforeseen illness or injury, which a reasonable person under the circumstances would believe, if not treated immediately could lead to serious jeopardy of health or impairment.

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 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 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.

Maximum Plan Payment — the maximum amount that the Person will be reimbursed for services obtained from a Non-Participating Dentist.

Non-Participating Dentist — a Doctor of Dental Surgery who has not signed a service contract with a Dental Plan Administrator to provide dental services to Insureds.

Participating Dentist — a Doctor of Dental Surgery who has signed a service contract with a Dental Plan Administrator to provide dental services to Insureds.

Pedodontics — Dental Care Services related to the diagnosis and treatment of conditions of the teeth and mouth in children.

Plan – The Value Smile PPO or Blue Shield of California Life & Health Insurance Company.

Prosthodontics – Dental Care Services specifically related to necessary procedures for providing artificial replacement for missing natural teeth.

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.

Treatment in Progress — Partially completed dental procedures including prepped teeth, root canals in process of treatment, and full and partial denture cases after final impressions have been taken.
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.

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

Duncan Ross, President & Chief Executive Officer  
Blue Shield of California Life & Health Insurance Company
Dental Customer Service Telephone Numbers:

Blue Shield Life  
Dental Plan Administrator  
1-888-679-8928

Blue Shield Life  
1-800-431-2809

Dental Customer Service Correspondence Addresses:

Blue Shield Life  
Dental Plan Administrator  
Dental Customer Service  
425 Market Street, 12th Floor  
San Francisco, CA 94105

Claims for Benefits for Enhanced Dental Services for Pregnant Women should be sent to:  
Blue Shield Life / CAT Team  
Dental Plan Administrator  
Coverage for Women during Pregnancy  
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Chico, CA 95927-2590