

# Starmount Life Insurance Company

8485 Goodwood Blvd. Baton Rouge, LA 70806-7878

#### **Group Vision Insurance Certificate of Coverage**

We welcome you as a customer and are committed to providing quality service. This is your Certificate of Coverage and describes the benefits for which you are insured. Vision insurance may help reduce costs for routine preventative eye care and prescription eyewear.

Policyholder: Liberty Independent School District

1600 GRAND AVE LIBERTY, TX 77575

Policy Number: 00448705

Policy Effective Date: September 1, 2021

Policy Anniversary: September 1

Governing Jurisdiction: Texas

This Certificate is issued to you under the Policy which is a contract between us and the Policyholder. If the terms and provisions of this Certificate are different from the Policy, the Policy will govern. A copy of the Policy may be made available to you upon request. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

All references to provisions, sections, and defined terms found within this Certificate have been capitalized. If you have any questions about the terms and provisions of this Certificate, please contact your Employer or us at (888)-400-9304 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

This Certificate of Coverage provides benefits under the non-participating Policy. This Certificate contains certain proof of loss requirements, limitations, and exclusions that may prevent an Insured from receiving benefits under this Certificate. Please read your Certificate carefully and keep it in a safe place.

The insurance Policy under which this Certificate is issued is not a policy of Workers' Compensation Insurance. You should consult your Employer to determine whether your Employer is a subscriber to the Workers' Compensation system.

Your Certificate includes notices as required by your state of residence that may impact your benefits. If you have any questions or concerns regarding your state regulations, you may contact the Texas Department of Insurance at 800-252-3439.

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This section includes highlights of an Insured's coverage. Please refer to the Vision Details for further information on the benefits available.

#### Eligible Group(s)

All Employees in Active Employment in the United States working a minimum of 20 hours per week.

## Paying for Coverage Method of Premium Payment: Remitted by Policyholder

You may be required to contribute, either in whole or in part, to the cost of your coverage. This is subject to the terms established by the Policyholder.

#### **Schedule of Benefits**

The benefits an Insured may receive for a Payable Claim are listed in the Schedule of Benefits, subject to all other terms and provisions of this Certificate.

## **Group Vision Insurance Schedule of Benefits**

The following Schedule of Benefits outline the Covered Services and Materials under your plan.

You are responsible for paying any applicable Co-Pay, per Insured. You are also responsible for paying any amount in excess of the Allowance, if applicable.

Please refer to the Limitations provision located in the Vision Details section of your Certificate for specific Limitations pertinent to your Plan.

BENEFIT FREQUENCY		
Vision Exam:	Once every 12 Months	
Eyeglass Lenses:	Once every 12 Months	
Frames:	Once every 12 Months	
Contact Lenses:	Once every 12 Months	
Supplemental Benefits:	Once every 12 Months	

IN-NETWORK PROVIDER		
Covered Services and Materials	Co-Pay	Benefit after Co-pay
Eye Exam		
By Ophthalmologist or Optometrist	\$10	Covered in Full
Materials – Eyeglass Lenses <sup>1</sup>		
Single Vision Eyeglass Lenses	\$25	Covered in Full
Bifocal Eyeglass Lenses	\$25	Covered in Full
Trifocal Eyeglass Lenses	\$25	Covered in Full
Progressive Eyeglass Lenses	\$25	\$70 Allowance
Lenticular Eyeglass Lenses	\$25	\$80 Allowance
Materials – Frames <sup>1</sup>		
Eyeglass Frames	\$25	\$150 Allowance*
Materials – Contact Lenses <sup>2</sup>		
Contact Lenses – Elective	\$25	\$150 Allowance*
Contact Lenses – Non-Elective	\$25	\$210 Allowance*

OUT-OF-NETWORK PROVIDERS		
Covered Services and Materials	Benefit	
Eye Exam		
By Ophthalmologist or Optometrist	\$35 Allowance	
Materials – Eyeglass Lenses		
Single Vision Eyeglass Lenses	\$25 Allowance	
Bifocal Eyeglass Lenses	\$40 Allowance	
Trifocal Eyeglass Lenses	\$50 Allowance	
Progressive Eyeglass Lenses	\$40 Allowance	
Lenticular Eyeglass Lenses	\$50 Allowance	
Materials – Frames		
Eyeglass Frames	\$50 Allowance	
Materials – Contact Lenses <sup>2</sup>		
Contact Lenses – Elective	\$100 Allowance	
Contact Lenses – Non-Elective	\$210 Allowance	

<sup>&</sup>lt;sup>1</sup> If you purchase Eyeglass Lenses and Frames in the same benefit period from an In-Network Provider, only one Co-pay will apply.

<sup>&</sup>lt;sup>2</sup>Contact Lenses consists of materials and the fitting up to the Contact Lenses allowance. Fittings may be covered but only up to the amount of any unused Contact Lenses allowance, after Materials.

<sup>\*-</sup> Allowances are less any applicable Co-Pay

SUPPLEMENTAL BENEFITS				
IN-NETWORK PROVIDERS				
Covered Materials	Co-Pay	Benefit after Co-Pay		
Polycarbonate upgrade for	\$0	Covered in Full		
Children < 19				

SUPPLEMENTAL BENEFITS		
OUT-OF-NETWORK PROVIDERS		
Covered Materials	Benefit	
Polycarbonate upgrade for Children < 19	Not Covered	

The information in this section provides details about the benefits that may be payable to you and any applicable Exclusions and Limitations.

#### Vision Benefits

This Certificate provides coverage for Eve Exams and Vision Materials. The Covered Services and Materials, and Frequencies are shown in the Schedule of Benefits. Some of the language we use in this Certificate contains technical vision terms that will be familiar to your provider.

#### Eye Exams

#### Benefit Description

Eye Exams are shown in the Schedule of Benefits. In order for an Eye Exam to be covered, the exam must be:

- Within the allowable Frequency shown in the Schedule of Benefits; and
- By an Ophthalmologist or Optometrist, regardless of whether such provider is an In-Network or Out-of-Network Provider.

In no event will coverage exceed the lesser of:

- the actual cost incurred; or
- the Benefits and Allowances shown in the Schedule of Benefits.

An Eye Exam is an examination of principal vision functions which includes, but is not limited to:

- case history:
- examination for pathology or anomalies;
- job visual analysis;
- refraction:
- visual field testing; or
- tonometry, if indicated.

The exam must be consistent with the community standards, rules and regulations of the jurisdiction in which the provider's practice is located.

Covered Materials Covered Materials are shown in the Schedule of Benefits. In order to be a Covered Material, the Materials must be furnished to an Insured:

- Within the allowable Frequency shown in the Schedule of Benefits; and
- By an Ophthalmologist, Optometrist or Optician, regardless of whether such provider is an In-Network or Out-of-Network Provider.

In no event will coverage exceed the lesser of:

- the actual cost incurred of the Covered Materials; or
- the Benefits and Allowances shown in the Schedule of Benefits.

#### In-Network **Benefits**

When you enroll for coverage, a Provider Directory will be made available to you. The Provider Directory is made up of In-Network Providers who are available to you. You may select any of the In-Network Providers and change providers at any time without notice. A provider's status may occasionally change. You may contact us to verify a provider's participation status in the network, by calling customer service at (888)-400-9304 or online at www.AlwaysAssist.com.

#### **Vision Details**

When benefits are payable for Covered Services or Materials received from an In-Network Provider, we will pay the In-Network Provider directly, based on the In-Network Benefits shown in the Schedule of Benefits. The Insured will be responsible for any required Co-Pay and any cost that exceeds the Allowance. The Co-Pay and the Allowance are both shown in the Schedule of Benefits.

You will generally incur lower cost by using an In-Network Provider.

When benefits are payable for Covered Services or Materials received from an In-Network Provider and are combined with a discount, or other in-store offer, the provider may require that you pay in full and submit your receipt for the Out-of-Network reimbursement.

If an Insured does not have reasonable access to an In-Network Provider, benefits for an Out-of-Network Provider will be paid at the in-network rate for their service and region.

## Out-of-Network Benefits

In addition to In-Network Providers, you also have access to Out-of-Network Providers. If you select an Out-of-Network Provider, you will pay more than if you select an In-Network Provider. An Out-of-Network Provider may expect payment in full for the Covered Services or Materials purchased at the time they are provided. Please refer to the Filing a Claim provision for further information on submitting a claim.

When benefits are payable for Covered Services or Materials received from an Out-of-Network Provider, we will reimburse you up to the amount of out-of-network benefits as shown in the Schedule of Benefits.

## Vision Details | Exclusions and Limitations

#### **Exclusions**

We will not pay benefits for the following, unless otherwise specifically listed as a Covered Service or Material in the Schedule of Benefits:

- Replacement frames and/or lenses, except at normal intervals when Covered Services are otherwise available;
- Plano or non-prescription lenses or sunglasses;
- Orthoptics, vision training and any associated supplemental testing;
- Low (subnormal) vision aids or aniseikonic lenses;
- Medical and surgical treatment of the eyes;
- Experimental or non-conventional treatment or device;
- Any eye examination or corrective eyewear required by an Employer as a condition of employment;
- Services and Materials provided by another vision plan except in the case of Coordination of Benefits;
- Services for which benefits are paid by Worker's Compensation;
- Benefits provided under the Insured's medical insurance except in the case of Coordination of Benefits:
- Two pairs of glasses, in lieu of bifocals, trifocals or progressives;
- Additional cost for contact lenses over the Benefit Payable;
- Additional cost for a frame over the Benefit Payable;

We will also not pay any claims incurred after:

- the Policy ends; or
- the Insured's coverage under the Policy ends, except as stated in the Policy.

#### Limitations

The Contact Lenses Benefit is paid in lieu of Eyeglass Lenses and Frames. An Insured is eligible to receive benefits under the Eyeglass Lenses Benefit or the Frame Benefit only after the Contact Lenses benefit Frequency has ended.

The Eyeglass Lenses Benefit and the Eyeglass Frame Benefit is paid in lieu of the Contact Lenses Benefit. An Insured is eligible to receive benefits under the Contact Lenses Benefit only after the Eyeglass Lenses benefit Frequency has ended.

Coverage for a Late Entrant, except during an annual Enrollment Period, or within 31 days of a Qualifying Life Event is limited to the Vision Exam Benefit during the first 12 months after such person's effective date of coverage.

Dilation is covered in full under the Vision Exam Benefit only if done for one of the following conditions:

- central vision loss:
- photopsia;
- floaters:
- high myopia;
- diabetes; or
- history of ocular surgery, ocular trauma or ocular disease.

## Continuity of Coverage

Coverage may be continued if you are in Active Employment and absent from work subject to the following provisions.

If an Active Employee is absent from work because of injury, sickness, or approved leave of absence, or is placed on part-time employment, the Employer, acting on a basis which does not discriminate for or against any person, may consider the Active Employee as still employed until the Employer notifies Us differently or stops paying premiums for the Active Employee. However, in any event, insurance cannot be continued in this way for longer than the Maximum Continuation Period stated below.

Coverage is subject to payment of premium and all other terms of this Certificate. If you are absent from work due to Injury or Sickness, or Leave of Absence on the Policy Effective Date of this Certificate, we will consider your Injury or Sickness, or Leave of Absence to have started on that date and coverage will continue for the period provided for Injury or Sickness, or Leave of Absence under Continuation of your Coverage During Extended Absences in this Certificate.

#### Coordination of Benefits

This provision applies when an Insured has vision coverage under more than one Vision Plan, as defined below. The benefits payable between the Vision Plans will be coordinated.

#### Definitions

**Allowable Expense:** An expense that is considered a covered charge, at least in part, by one or more of the Vision Plans. When a Vision Plan provides benefits by services, reasonable cash value of each service will be treated as both an Allowable Expense and a benefit paid.

**Coordination of Benefits:** Taking other Vision Plans into account when we pay benefits.

**Vision Plan:** All Vision Plans, including this Vision Plan, that provides vision benefits or services on a group basis. "Vison Plan" shall be treated separately for that part of a plan that reserves the right to coordinate with benefits or services of other plans and that part which does not.

"Vision Plan" includes:

- group and blanket insurance;
- self-insured plans;
- prepaid plans;
- government plans;
- plans required or provided by statute (except Medicaid); and
- no fault insurance (when allowed by law).

**Primary Vision Plan**: The Vision Plan that, according to the rules for the Order of Benefit Determination, pays benefits before all other Vision Plans.

#### Benefit Coordination

Benefits will be adjusted so that the total payment under all Vision Plans is no more than 100 percent of the Insured's Allowable Expense. In no event will total benefits paid exceed the total payable in the absence of COB.

If an Insured's benefits paid under this Vision Plan are reduced due to COB, each benefit will be reduced proportionately.

#### **Vision Details | Other Features**

Only the amount of any benefit actually paid will be charged against any applicable benefit maximum.

The Order of Benefit Determination

- 1. When this is the Primary Vision Plan, we will pay benefits as if there were no other Vision Plans.
- 2. When a person is covered by a Vision Plan without a COB provision, the Vision Plan without the provision will be the Primary Vision Plan.
- 3. When a person is covered by more than one Vision Plan with a COB provision, the order of benefit payment is as follows:
  - a. Non-dependent/Dependent. A Vision Plan that covers a person other than as a dependent will pay before a Vision Plan that covers that person as a dependent.
  - b. Dependent Child/Parents Not Separated or Divorced. For a dependent child, the Vision Plan of the parent whose birthday occurs first in the Calendar Year will pay benefits first. If both parents have the same birthday, the Vision Plan that has covered the dependent child for the longer period will pay first. If the other Vision Plan uses gender to determine which Vision Plan pays first, we will also use that basis.
  - c. Dependent Child/Separated or Divorced Parents. If two or more Vision Plans cover a person as a Dependent of separated or divorced parents, benefits for the child are determined in the following order:
  - i. The Vision Plan of the parent who has responsibility for providing insurance as determined by a court order;
    - ii. The Vision Plan of the parent with custody of the child;
    - iii. The Vision Plan of the spouse of the parent with custody;
    - iv. The Vision Plan of the parent without custody of the child; and
    - v. The Vision Plan of the spouse of the parent without custody of the child.
  - d. Dependent Child/Joint Custody: If the joint custody court decree does not specifically state which parent is responsible for the child's medical expenses, the rules as shown for Dependent Child/Parents Not Separated or Divorced shall apply.
  - e. **Active/Inactive Employee.** The Vision Plan which covers the person as an employee who is neither laid off nor retired (or as that employee's dependent) is primary over the Vision Plan which covers that person as a laid off or retired employee. If the other Vision Plan does not have this rule, and as a result, the Vision Plans do not agree on the order of benefits, this rule is ignored.
  - f. **Longer/Shorter Length of Coverage**. When an order of payment is not established by the above, the Vision Plan that has covered the person for the longer period of time will pay first.

#### **Vision Details | Other Features**

#### Right to Receive and Release Needed Information

We may release to or obtain from, any other insurance company, organization, or person information necessary for COB. This will not require the consent of or notice to an Insured. The Insured is required to give us information necessary for COB.

#### Right to Make Payments to Another Vision Plan

COB may result in payments made by another Vision Plan that should have been made by us. We have the right to pay another Vision Plan all amounts it paid which would otherwise have been paid by us. Amounts paid will be treated as benefits paid under this Vision Plan. We will be discharged from liability to the extent of such payments.

#### Right to Recovery

COB may result in overpayments by us. We have the right to recover any excess amounts paid from any person, insurance company, or other organization to whom, or for whom, payments were made.

#### **Waiting Period**

First of the month following date of hire

#### Coverage Eligibility Date

#### For you

If you are in an Eligible Group, you are eligible for coverage on the later of:

- the Policy Effective Date; or
- the day after any applicable Waiting Period has been satisfied.

#### For your Spouse

If you elect coverage for yourself, your Spouse is eligible for coverage on the later of:

- the date you are eligible for coverage; or
- the date you first acquire a Spouse.

#### For your Children

If you elect coverage for yourself, your Children are eligible for coverage on the later of:

- the date you are eligible for coverage; or
- the date you first acquire the Child.

Your newborn or newly adopted Children will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

Coverage of a child who is the subject of a medical support order shall be automatically covered for the first 31 days after receipt of a medical support order.

# Enrolling for Coverage

#### Initial Enrollment

You may apply for any coverage available for you, your Spouse, and Children within 31 days of an Insured's Coverage Eligibility Date.

You may also apply for any coverage available for you, your Spouse, and Children during any scheduled Enrollment Period, or within 31 days of a Qualifying Life Event. Annual enrollment is a period of time specified by the Policyholder and agreed upon by us.

#### Late Enrollment

If you did not apply for coverage during an Insured's Initial Enrollment or you voluntarily cancelled coverage for an Insured and are re-applying, you may apply for coverage during the Plan Year subject to limitations, or during the next scheduled annual Enrollment Period, or within 31 days of a Qualifying Life Event.

#### Coverage Effective Date

#### Initial Enrollment

Coverage for an Insured will begin on the Insured's Coverage Eligibility Date.

#### Coverage Effective Date for Changes in Coverage

Changes in Coverage Requested by You

Changes in coverage for an Insured will begin immediately following the later of:

- immediately following the date your applicable Enrollment Period ends;
- immediately following the date you apply for the change in coverage due to a Qualifying Life Event, if it's within 31 days of the Qualifying Life Event.

Any cancellation in coverage for an Insured will take effect on the first day of the month following the later of:

- the date the cancellation in coverage is made; or
- the date agreed upon by us and your Employer.

Any change or cancellation in coverage will not affect a Payable Claim that occurs prior to the change or cancellation.

# Coverage Effective Date if you are not in Active Employment

You must be in Active Employment in order for coverage to become effective in accordance with the Coverage Effective Date provision.

If you are not in Active Employment due to an Injury, Sickness, or Leave of Absence on the date coverage would become effective, the Insured's Coverage Effective Date will be the date you return to Active Employment.

Coverage Effective Date for Initial Enrollment, Late Enrollment, and Changes in Coverage are subject to this provision.

#### Continuation of your Coverage During Extended Absences

Leave of Absence, other than a Family and Medical Leave of Absence or Leave of Absence due to Military Service

You will be covered for one year from the date your absence begins, provided premium is paid.

#### Family and Medical Leave of Absence

We will continue coverage in accordance with your Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and your Employer approved your leave in Writing. You will be covered up to the end of the latest of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;
- the leave period required by applicable state law; or
- the leave period provided to you for an Injury or Sickness, provided premium is paid and your Employer has approved your leave in Writing.

If your Employer's Human Resource policy doesn't provide for continuation of your coverage during a Family and Medical Leave of Absence, coverage will be reinstated when you return to Active Employment.

We will not apply a new Waiting Period.

#### Leave of Absence due to Military Service

You will be covered for one year from the date your absence begins, provided premium is paid.

If you have not returned to work after the allotted time for continuation of coverage, your coverage will be suspended and reinstated in accordance with the requirements of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### Injury or Sickness

You will be covered for up to 1 year from the date your absence due to an Injury or Sickness begins, provided premium is paid.

## End of Coverage

## For You

Your coverage under this Certificate ends on the earliest of:

- the date the Policy is cancelled by us or your Employer;
- the date you are no longer in an Eligible Group;
- the date your Eligible Group is no longer covered;
- the date of your death;
- the last day of the period any required premium contributions are made; or
- the last day you are in Active Employment.

However, as long as premium is paid as required, coverage will continue in accordance with the Continuation of your Coverage During Absences provision.

We will provide coverage for a Payable Claim that occurs while you are covered under this Certificate.

#### For your Spouse

If, while your coverage is in force, you choose to cancel your Spouse's coverage under this Certificate, your Spouse's coverage will end on the date you provide notification to your Employer.

Otherwise, your Spouse's coverage will end on the earliest of:

- the date your coverage under this Certificate ends;
- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your Spouse's death; or
- the date of divorce or annulment.

We will provide coverage for a Payable Claim that occurs while your Spouse is covered under this Certificate.

#### For your Children

If, while your coverage is in force, you choose to cancel your Children's coverage under this Certificate, your Children's coverage will end on the date you provide notification to your Employer.

Otherwise, your Children's coverage will end on the earliest of:

- the date your coverage under this Certificate ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

We will provide coverage for a Payable Claim that occurs while your Children are covered under this Certificate.

#### Filing a Claim

We encourage early notification of a claim for benefits under this Certificate so that a claim decision can be made in a timely manner. If there are any questions on how to file a claim, please contact us or your Employer.

#### In-Network Claims

When an Insured receives services from an In-Network Provider, the provider will handle all claims and administrative services for you. In-Network Providers submit charges directly to the Claims Department.

#### Out-of-Network Claims

In order to pay benefits for Covered Services or Materials provided by an Out-of-Network Provider, we must receive Written proof of loss. The claim must identify the Insured, the name of the Policyholder and the Group Policy Number. Claim forms are available from us or you may submit itemized receipts from the provider for services.

#### Step 1 – Starting a Claim

Notice of a claim may be provided in Writing or by contacting us directly at (888)-400-9304. Notice of a claim should be provided within 30 days from the date of the Covered Loss, or as soon as reasonably possible.

#### Step 2 - Claim Forms

After receiving notice of a claim, we will send a claim form to you, the provider, or your authorized representative within 15 days from the date we receive the notice of a claim. Claim forms may also be available from your Employer or from us online at: www.AlwaysAssist.com.

When you or your authorized representative receive the claim form, you or your authorized representative must fill out your own section of the claim form and provide the Insured's provider with the applicable section of the claim form. If applicable, the Insured's provider should complete their section of the form and send it directly to us.

If you or your authorized representative do not receive a claim form from us within 15 days after we receive notice of a claim, a Written statement from you or your authorized representative as to the nature and extent of the Covered Loss will be deemed Proof of Loss, if sent to us within the time limit stated in the Proof of Loss section below.

Completed claim forms may be sent to us by mail, e-mail, or fax

Mailing Address: Starmount Life Insurance Company, P.O. Box 14389, Baton

Rouge, LA 70898-4389.

Fax: 855-400-9307

E-mail: VisionClaims@Unum.com

#### Step 3 – Proof of Loss

Proof of Loss must be sent to us no later than 90 days after the date of Covered Loss. If it is not reasonably possible to provide Proof of Loss within this time period, it will not affect a Payable Claim if it is provided within one year of the date the proof of loss is otherwise required unless the Insured lacks the legal capacity to do so.

Proof of Loss, provided at your or your authorized representative's expense, must establish the nature and extent of the Covered Loss and should include but not be limited to the following:

- the extent of the Covered Loss;
- the date of Covered Loss;
- the name and address of any provider where treatment was received.

If the Proof of Loss is not complete, we will request additional information.

Claim Procedures After the Insured has satisfied the requirements under Filing a Claim, we will process and evaluate the information to determine if a claim is payable. We will notify the Insured of a claim decision and issue payment for a Payable Claim within 30 days. Benefits will be paid in accordance with the Payment of Benefits provision.

> If we determine additional time is needed to review a claim, we may extend this time period by 30 days. We will notify the Insured of the circumstances requiring a review extension and when we anticipate making a claim decision.

> If a claim for benefits under this Certificate is wholly or partially denied, we will provide notice of our decision in Writing. The notice of denial will state the specific reason for the denial of benefits.

#### Payment of **Benefits**

Benefits for which we are liable will be paid after we complete the Claims Procedures. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits.

If there are legal impediments to Payment of Benefits under this Certificate which depend on the actions of parties other than us, we may hold further benefits due until such impediments are resolved and sufficient Proof of Loss of the same is provided to us.

Benefits for Children may also be paid to a possessory or managing conservator of the Child if the appointment for that Child was issued by a court in this or another state.

In the event of your death, any unpaid benefits will be paid to your estate. If benefits are payable to your estate, we can pay benefits up to \$1,000 to someone related to you by blood or marriage whom we consider entitled to the benefits. Any payment made by us in good faith pursuant to this provision will fully release us to the extent of such payment.

#### Payments to a Minor or Incompetent Insured

If an Insured is a minor or is incompetent, we can pay up to \$1,000 to the person or institution that appears to have assumed the custody and main support of the Insured or the minor unless or until that Insured, or minor's appointed legal representative makes a formal claim. If we pay benefits to such person or institution, we will not have to pay those benefits again.

## Overpayment of Claims

We have the right to recover any overpayments due to:

- fraud:
- · Misstatement of Information; or
- any error we make in processing a claim.

We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments. This applies to payments made to you, your Spouse, and your Children or to the provider of the Covered Services or Materials.

We will not recover more money than the amount we paid you.

## Underpayment of Claims

We have the responsibility to make additional payments if any underpayments have been made. Any underpayments will be paid in accordance with the Payment of Benefits provision.

#### Grievance Procedures

#### Complaints

You shall report any complaints to us at (888)-400-9304. Complaints may be submitted to us verbally or in Writing. You may submit Written comments or supporting documentation concerning your complaint to assist in our review. We will address the complaint within 30 days after receipt or, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than 120 days after our receipt of the complaint.

#### Claim Denial

If we deny all or any part of your claim, you can access the claim status detail on www.AlwaysAssist.com, you have the right to receive a Written notice of denial setting forth:

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- a description of the appeal procedures and time limits;

Upon receipt of a claim denial you have the right, upon request and free of charge, to receive:

- copies of all documents, records, and other information relevant to your claim for benefits;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary.

#### Claim Denial Grievance

If, under the terms of the Policy, a claim is denied in whole or in part, a request may be submitted to us by you, or by your authorized representative, for a full review of the denial. You may designate any person, including your provider, as your authorized representative. References in this section to "you" include your authorized representative, where applicable.

The request must be made within 60 days following your receipt of the Written notification of adverse benefits determination (includes a denial based on medical necessity, the services or materials are experimental or investigational) and should contain sufficient information to identify the person for whom the claim was denied, including:

- your or your Spouse's or Children's name;
- your or your Spouse's or Children's identification number and date of birth;
- the provider of services; and

- the claim number.

You will receive a letter of receipt no later than 5 working days after your request for review is received by us. You may request, free of charge, any documents held by us regarding the denial of your claim. You may also submit Written comments or supporting documentation concerning the claim to assist in our review. Our response to your request for review, including specific reasons for the decision and reference to the specific plan provision on which the benefit determination is based, shall be provided and communicated to you no later than 30 days after receipt of a request for review from you. For a request for review that involves urgent care, we will make an expedited review decision and notify you no later than one working day from the date all information necessary to complete the appeal is received.

Independent Review Option: If your final internal appeal to reverse an adverse benefit decision is denied, you may have the right to seek review of that determination by an independent review organization assigned to the appeal in accordance with Chapter 4202 of the Texas Insurance code.

#### **ERISA**

If your Plan is governed by ERISA, claim denial and appeal procedures as well as your right to law suit should comply with ERISA requirements, which might be different from the state requirements stated above.

Additionally, under the provisions of ERISA (Section 502(a)) 29 U.S.C. 1132(a), you may have the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole, and you disagree with the outcome.

#### Other Remedies

When you have completed the appeals process described above, additional voluntary alternative dispute resolution options may be available, including mediation. One way to find out what may be available is to contact the U.S. Department of Labor and your State insurance regulatory agency.

#### **Legal Actions**

The time limit on Legal Actions for a Covered Loss is subject to applicable law in the state where the Policy was issued.

If you or your authorized representative disagree with our decision, you or your authorized representative can start Legal Action regarding your claim 60 days after Proof of Loss has been given to us and up to three years from the latest of when:

- original Proof of Loss was first required to have been given to us;
- your claim was denied; or
- your benefits were terminated,

unless otherwise provided under federal law.

#### When Days Begin and End

For the purpose of all dates under this Certificate of Coverage, all days begin at 12:01 a.m. and end at 12:00 midnight.

#### Certificate of Coverage Contents

Coverage for an Insured is provided under this Certificate of Coverage which is a part of the Policy issued to the Policyholder. The Policy consists of:

- all Policy provisions, and any riders, amendments and endorsements, and other attachments to the Policy;
- this Certificate of Coverage, and any riders, amendments and endorsements, and other attachments to this Certificate of Coverage;
- the Policyholder's application for group insurance; and
- Employee's signed applications, if applicable.

## Your Certificate of Coverage

We will provide the Employer with a Certificate of Coverage for distribution to each Insured Employee. Your Certificate describes:

- the coverage to which an Insured may be entitled;
- to whom we will make a payment; and
- the limitations, exclusions, and requirements that apply to an Insured's coverage.

If any of the terms and provisions of this Certificate are different than in the Policy, the Policy will govern.

#### Cancellation or Modification to the Policy and this Certificate of Coverage

The Policy and this Certificate of Coverage may be cancelled or modified by the Employer at any time without the Insured's consent. Any cancellation or modification to the Policy or Certificate requested by the Employer will take effect on the date agreed upon by us and the Employer.

All Policy and Certificate modifications will take effect according to the Coverage Effective Date for Changes in Coverage provision.

## Representation in Applications

Any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you.

#### **Assignment**

An Assignment transfers all or part of your legal title and rights under the Policy and this Certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the Policy and this Certificate if:

- the Written form has been signed by you and the assignee and the form is acceptable to us: and
- a signed or certified copy of the Written Assignment has been filed with us.

An Assignment will take effect on the date notice of the Assignment is signed by you. If we have taken any action or made any payment before we receive notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made. An Assignment does not change an Insured's coverage.

We are not responsible for the validity of any Assignment. We advise you to verify your Assignment is legal in your state and that it accomplishes the goals you intend.

#### Contestability

We can take legal or other action using statements made in signed applications for coverage only when a Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.

# Misstatement of Information

If you or your Employer provide us information about an Insured that is incorrect, we will:

- use the facts to decide whether the Insured has coverage under this Certificate and the Policy and in what amounts; and
- if necessary, make the applicable premium adjustments.

#### Fraud

We want to make sure you and your Employer do not incur additional insurance costs as the result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if anyone knowingly, and with intent to injure, defrauds, or deceives us. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

#### Agency

For purposes of the Policy, your Employer acts on their own behalf or as your agent. Under no circumstances will your Employer be deemed our agent.

# Communicating with you or your Employer

We may provide notices, information, and other communications to you or your Employer in Written form.

To protect our customers, we will abide by all applicable privacy laws and regulations.

#### Active Employment

You are working for your Employer for earnings that are paid regularly, and you are performing the usual and customary duties of your job. You must be regularly scheduled to work at least the minimum number of hours as determined by your Eligible Group.

Your work site must be:

- your Employer's usual place of business in the United States;
- an alternative work site in the United States at the direction of your Employer; or
- a location in the United States to which your job requires you to travel.

Normal vacation, holidays, or temporary business closures are considered Active Employment provided you are in Active Employment on the last scheduled work day preceding such time off.

For purposes of this Certificate, temporary business closures that meet the Glossary definition of Active Employment include, but are not limited to:

- inclement weather:
- power outage; and
- public health agency orders.

Temporary and seasonal workers are excluded from coverage.

#### Allowance

The maximum amount we will pay for Covered Services or Materials as shown in the Schedule of Benefits.

#### Certificate of Coverage or Certificate

The document issued to the Employee describing an Insured's benefits and rights under the Policy, including any riders, amendments and endorsements, and other attachments to this Certificate and the Policy.

#### Children

Any child from live birth the end of the year in which they reach age 26 who is:

- vour own natural offspring:
- vour Spouse's child;
- your lawfully adopted child as of the earliest of the date;
- the child is placed in your home or in a medical facility;
- a petition is filed for you to adopt the child; or
- an adoption agreement signed by you that includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction; or
- grandchildren, nieces, and nephews that are dependent for federal income tax purposes at the time of application; or
- any other child residing with you through legal mandate that is dependent on you for financial support.

Coverage for your Child may be continued past the end of the year in which they reach age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

#### Co-Pay

The amount an Insured must pay to a provider before benefits are payable for Covered Services or Materials. The Co-Pay is paid directly to the provider at the time services are rendered. Co-Pay amounts are listed in the Schedule of Benefits.

#### Contact Lenses. **Elective**

Contact lenses an Insured chooses to wear instead of eyeglasses for reasons of comfort or appearance.

#### Contact Lenses. Non-Elective

Contact lenses that are prescribed solely for the purpose of correcting one of the following medical conditions. These conditions prevent the Insured from achieving a specified level of visual acuity (performance) through the wearing of conventional eyeglasses.

- Aphakia (after cataract surgery). A pair of prescription single vision or multifocal Eyeglass Lenses and an eye frame can be provided in addition to Non-Elective Contact Lenses for this condition.
- When visual acuity cannot be corrected to 20/70 in the better eye except through the use of Contact Lenses (must be 20/60 or better).
- Anisometropia of 4.0 diopters or more, provided visual acuity improves to 20/60 or better in the weak eye.
- Keratoconus.

#### Covered in Full

The In-Network Provider has agreed to accept a negotiated amount for the Covered Services or Materials as payment in full. The Insured is not responsible for any charges for the Covered Services or Materials other than the applicable Co-Pay.

## or Materials

Covered Services The Vision Exam services and Materials that qualify for benefits under the Policy. Covered Services or Materials are shown in the Schedule of Benefits.

#### **Covered Loss**

Benefits will be paid only for losses identified in the Schedule of Benefits.

#### **Employee**

A person, also referred to as "you," who is in Active Employment in the United States with the Employer.

#### **Employer**

The Policyholder, including all United States divisions, subsidiaries, and affiliated companies of the named Policyholder for whose Employees premium is being paid.

#### **Enrollment** Period

A period of time determined by your Employer and us during which you are eligible to enroll for or change your coverage. This period of time may be limited.

#### Eyeglass Lenses

A standard plastic (CR39) lens, which is optically clear, that will fit an eye glass frame with a lens size less than 61mm in length. Standard multifocal lenses include segments through flat top 35 for plastic bifocal and lenticular lenses, through flat top 28 for glass trifocals, and through flat top 35 for plastic trifocals.

#### Injury and **Sickness**

A bodily Injury, illness, infection, disease, or any other abnormal physical condition, which:

- -occurs on or after the initial effective date;
- -occurs while coverage is in force; and

is not excluded by name or specific description in the Certificate.

Insured

Any person who has coverage under this Certificate.

#### In-Network **Provider**

An Ophthalmologist, Optometrist or Optician who has entered into an agreement with the network selected by the plan to provide Covered Services or Materials at an agreed to cost.

**Leave of Absence** Temporary absence from Active Employment for a period of time under a leave granted in Writing by your Employer that is in accordance with your Employer's formal leave policies.

> Normal vacation time, holidays, or temporary business closures are not considered a Leave of Absence.

## **Ophthalmologist**

A person who is licensed by the state in which he or she practices as a Doctor of Medicine or Osteopathy and is qualified to practice within the medical specialty of ophthalmology.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as an Ophthalmologist for a claim that you send to us.

#### Optician

A person or business that grinds and/or dispenses Eyeglass Lenses and Contact Lenses prescribed by either an Optometrist or Ophthalmologist. The Optician must be licensed by the state in which services are rendered, if such state requires licensing.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as an Optician for a claim that you send to us.

#### **Optometrist**

A person licensed to practice optometry, including therapeutic optometrists, as defined by the laws of the state in which services are rendered.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as an Optometrist for a claim that you send to us.

#### Out-of-Network **Provider**

An Ophthalmologist, Optometrist or Optician who is not an In-Network Provider. These providers have not entered into an agreement with us to limit their charges. They are not listed in the In-Network Provider Directory.

#### **Payable Claim**

A claim for which we are liable for under the terms of this Certificate.

#### Plan Year

The Policy Effective Date as shown on the face page of this Certificate ending on the Policy Anniversary Date of the following year and each subsequent year thereafter.

#### Plano Lens

A lens that has no refractive power.

#### **Policy**

The Group Vision Insurance Policy issued to the Policyholder, including this Certificate of Coverage and any riders, amendments and endorsements, and other attachments to this Certificate and the Policy.

#### Policyholder

The entity to which the Policy is issued.

Provider Directory A list of In-Network Providers for your plan. You can verify if a provider is an In-Network Provider by calling customer service at (888)-400-9304 or online at www.AlwaysAssist.com.

#### **Qualifying Life** Event

An event including, but not limited to:

- birth, adoption, or addition of a Child;
- a change in legal marital status;
- a change in employment status; or
- death of an Insured.

Qualifying Life Event coverage changes made in accordance with the Start of Coverage provisions must be consistent with the Qualifying Life Event.

For further information regarding Qualifying Life Events, please refer to your Employer's Human Resource policy.

#### **Spouse**

The person who is your partner through lawful marriage, civil union, or your legally separated Spouse.

Your Spouse may not be insured as both a Spouse and an Employee.

#### Starmount Life Insurance Company

Referred to as "Starmount", "we," "us," or "our."

Writing or Written A record on or transmitted by paper, electronic, or telephonic media consistent with applicable law.