



## *Important Tips on Using Your Vision Benefits!*

### **Accessing Your Benefits:**

Our goal is to make using your benefits as easy and trouble-free as possible. For the most up-to-date listing of AlwaysVision Providers in your area, visit our website at [www.AlwaysCareBenefits.com](http://www.AlwaysCareBenefits.com) to use our Provider search engine. You can also login to view benefits, view status of your claims, print ID cards, order contact lenses and access other forms and documents. If you do not have access to the internet, please call our Customer Service Representatives toll free at **1-888-729-5433, Ext. 2013**.

- When scheduling your appointment, **identify yourself as an “AlwaysVision – Starmount Member.”** Depending on the Provider, your vision benefit information may best be accessed by using one of the names listed above.
- If your Provider requests your “employer’s name,” please provide your “Corporate Employer’s Name” listed on the front of your card.
- **For any questions, your Provider should contact our Customer Service Department.** We will work directly with you and the Provider.
- Your AlwaysVision Provider will take care of the rest!

We encourage you to submit names and addresses of vision providers not listed on our website whom you would like us to contact. We will begin immediate recruitment to have them become part of our network for your use.

### **Quick Tips:**

- AlwaysCare is now offering AlwaysVision Members the opportunity to *purchase contact lenses online* at exceptional prices. AlwaysVision Members may use their available vision benefits to help pay for their purchases. Visit [www.AlwaysCareBenefits.com](http://www.AlwaysCareBenefits.com) to order now!
- Your plan allowance for the purchase of contact lenses has 2 components: a fitting service (which is completed by your eye doctor), and the contact lenses you purchase. You may apply your plan allowance to either or both of these components. Many providers (including Wal-Mart, Sam’s Club, For Eyes Optical, and others) assign a portion of your plan allowance toward the fitting service which is then deducted (along with any applicable plan co-pay) from the amount your plan will pay toward contact lens materials. If you have not had a fitting service, please remind your provider so they can help you understand your benefits and out-of-pocket costs.
- Your vision exam benefit entitles you to a comprehensive eye exam of principal vision functions including but not limited to, case history, examination for pathology or anomalies, job visual analysis, refraction, visual field testing and tonometry, if indicated.
- Material upgrades like polycarbonate lenses, transition lenses, tinting and others are not covered benefits.
- The vast majority of contact lens purchases are considered “elective,” since most people can elect glasses or contacts. Contact lenses are considered “Medically Necessary” when your Provider has determined that contact lenses are optically necessary to correct visual function and glasses are not an option. Purchase of “Medically Necessary” contacts must be approved in advance by AlwaysCare.
- Contact lenses may be selected in lieu of frames and eyeglass lenses. However, your plan will not cover both in one benefit year.
- You may select any frames or contact lenses. AlwaysCare will pay up to the available plan allowance.
- Safety eyewear is not covered.

**Starmount Life Insurance Company**  
Baton Rouge, Louisiana 70898-9100  
(called We, Our and Us)

**Group Vision Care  
Certificate of Coverage**

Administrator: Starmount Life Insurance Company  
Baton Rouge, LA 70898-9100

Vision Benefits Manager: Starmount Life Insurance Company  
Baton Rouge, LA 70898-9100

This certificate explains the plan of insurance underwritten by Starmount Life Insurance Company, and accompanies the Identification Card that is needed to use benefits. The Insured's are entitled to the vision care services described in the group Policy. This certificate is provided as a summary of the group Policy to explain the Insured's vision care benefits and describe the procedure for using these benefits. However, the group Policy alone is the contract of insurance and determines the coverage and benefits. **Please read this certificate carefully to become familiar with its coverage.**

**Important Notice**

Benefits are payable only for expenses incurred while an Insured's coverage is in force. No agent has the right to change the Policy or to waive any part of it.

The Policy, under which this Certificate is issued, may be amended or canceled at any time as stated in its provisions. Such an action may be taken without the consent of or notice to any person who claims rights or benefits under the policy.

The insurance under the Policy does not take the place of nor does it affect any requirements for coverage by Worker's Compensation or a similar type of insurance.

Signed for by Starmount Life Insurance Company:



**Hans Sternberg, President**

## Table of Contents

DEFINITIONS	3
BENEFITS SUMMARY	5
COVERED SERVICES AND MATERIALS	5
PROCEDURE FOR USING BENEFITS	6
ELIGIBILITY DETERMINATION	6
RENEWAL PROVISIONS	7
BASIS FOR TERMINATION	7
CANCELLATION	7
TERMINATION OF POLICY – SERVICES BEING RENDERED	7
WITHDRAWAL FROM ELECTIVE PLANS	7
INDIVIDUAL CONTINUATION OF COVERAGE	7
LIMITATIONS AND EXCLUSIONS	7
PREMIUMS	8
CLAIMS & GENERAL PROVISIONS	8
GRIEVANCE PROCEDURE	9

## DEFINITIONS

**Calendar Year Plan** - means benefits begin anew on January 1 of each Calendar Year. For persons enrolled other than on January 1, of a given Calendar Year, benefit maximums will be adjusted or prorated according to the amount of time remaining in the Calendar Year with full 12-month benefits becoming effective January 1 of the next Calendar Year.

**Claim Form** - A form provided by Us for the purpose of determining eligibility and claim payment.

**Copay Amount** - An Insured's share of costs, paid to the Contracting Provider at the time the services are rendered. Copay Amounts that apply to the various vision benefits are listed in the Certificate of Coverage Benefits Summary.

**Elective Plan** - A plan in which individual Employees may elect whether they choose to participate.

**Employee** - The individual employed by the Policyholder.

**Employer** - The entity for whose Employees or Members vision care benefits are being provided.

**Group** - The aggregate of Employees which is eligible to be the recipient of benefits under the Policy.

**Immediate Family Member** - An Insured's parent, step-parent, spouse, child, step-child, brother or sister.

**Initial Term** - The 24 month period following the group's initial effective date. Rates are guaranteed not to change during this period.

**Insured** - The Member and Insured Dependents if dependent coverage is provided by the Employer participating in the program.

**Late Entrant** - Is any active eligible employee or eligible dependent enrolling more than 31 days after first becoming eligible for coverage. Benefits are limited for Late Entrants under Limitations.

**Materials** - Eyeglass lenses, frames, contact lenses.

**Member** - An Employee who became insured under the policy.

**Network or Contracting Provider** - An Ophthalmologist, Optician or Optometrist who has elected to enter into a contract with the Vision Benefit Manager and who is listed in the Provider Directory.

**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, who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Optical Necessity** - Situation when a prescription or a change of prescription is required to correct visual function.

**Optician** - A person or business licensed by the state in which services are rendered to manufacture, grind and/or dispense lenses and frames prescribed by either an Optometrist or an Ophthalmologist, who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Optometrist** - A person licensed to practice optometry as defined by the laws of the state in which his or her services are rendered, who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Orthoptics** - The teaching and training process for the improvement of visual perception and coordination of the two eyes for efficient and comfortable binocular vision.

**Out-of - Network Provider** - An Ophthalmologist, Optician or Optometrist who has elected not to enter into a contract with the Vision Manager and who is not listed in the Provider Directory.

**Plan** - The coverage and benefits provided by the Policy to the Insured.

**Policyholder** - The entity that contracts with Us on behalf of its Members.

**Policy Year Plan** - means benefits begin immediately on the Policyholder's effective date and renew 12 months following the initial effective date. For persons enrolled on other than the Policyholder's initial effective date or a subsequent Plan anniversary, benefit maximums will be adjusted or prorated according to the amount of time remaining in the Plan Year with full 12-month benefits becoming effective on the next Plan anniversary of the next Calendar Year.

**Professional Service** - Examination, material selection, fitting of glasses, related adjustments, etc.

**Re-enrollee** - Any active Member or dependent who was covered under the policy, terminated his coverage, and then subsequently re-enrolled for coverage at a later date.

**Standard Lenses** - Any size lenses manufactured from glass or plastic, which are optically clear; standard multifocal lenses included segments through flat top 35 for plastic bifocal and lenticular lenses, glass trifocals through flat top 28 plastic trifocals through flat top 35.

**Sub-Normal Optical Correction** - means vision is not correctable to better than 20/70 in the better eye by the use of conventional lenses.

**The Administrator** - The entity which will provide complete claims service and facilities for the writing and servicing of this policy as agreed in a contract with Us.

**Usual, Customary and Reasonable** - means the lesser of: (a) the reasonable charges the provider charges for a dental service or supply; or (b) the customary charge for the dental service or supply. We will determine the customary charge from within the range of charges made for such dental service or supply by other providers of similar training and experience in that general geographic area.

**Vision Benefit Manager** - The entity which will provide a network of Network Providers and claims payment services as agreed to in a contract with The Administrator.

**Vision Examination** - An examination of principal vision functions. A Vision Examination includes but is not limited to, case history, examination for pathology or anomalies, job visual analysis, refraction, visual field testing and tonometry, if indicated. The exam will be consistent with the community standards, rules and regulations of the jurisdiction in which the Contracting Provider practice is located.

**STARMOUNT LIFE INSURANCE COMPANY**  
**CERTIFICATE DECLARATIONS**

Employer/Policyholder: East Baton Rouge Parish School Board

Group Policy Number: EBRPS Policy Effective Date: January 1, 2003  
Policy Month: The period of time which begins on the 1<sup>st</sup> day of each calendar month and ends on the day just before that date of the next month. The first Policy Month begins on the Effective Date; the last Policy Month ends on the day the Policy ends.

**FILING FORMAT**

Plan selected:  Standard  Cost Advantage  Comprehensive  Other

**BENEFITS SUMMARY**

Benefits	Provided / Not Provided	Participating Providers – In-Network		Out-of-Network
		Wal-Mart Vision Centers	Other Participating Providers	
Vision Exam	Provided	Covered in Full	Covered in Full	\$30
<b>MATERIALS</b>				
<b>Standard Lenses</b>				
Single Vision	Provided	Covered in Full	Covered in Full	\$25
Bifocals	Provided	Covered in Full	Covered in Full	\$40
Progressives	Provided	\$70 Allowance	\$70 Allowance	\$40
Trifocals	Provided	Covered in Full	Covered in Full	\$50
Lenticular	Provided	\$80 Allowance	\$80 Allowance	\$50
<b>Frames</b>	Provided	\$74 Retail	Minimum \$100 retail (retail amount may vary at some providers)	\$40
<b>Contact Lenses*</b>				
Standard	Provided	\$130 Retail	\$130 Retail	\$130
Optical Necessity	Provided	\$210 Retail	\$210 Retail	\$210
* In lieu of Eyeglass lenses and Frames. Allowances include the contact lens fitting fee.				
<b>CO-PAY AMOUNT</b>				
Vision Exam		Year 1: \$10 Year 2 forward: \$10	Year 1:\$10 Year 2 forward:\$10	Year 1:\$0 Year 2 forward:\$0
All Materials Combined		Year 1:\$0 Year 2 forward:\$0	Year 1:\$15 Year 2 forward:\$15	Year 1:\$0 Year 2 forward:\$0
<b>FREQUENCY</b>	Policy Year Plan			
Vision Exam		Once every 12 months	Once every 12 months	Once every 12 months
Lenses		Once every 12 months	Once every 12 months	Once every 12 months
Frames		Once every 12 months	Once every 12 months	Once every 12 months
Contact Lenses		Once every 12 months	Once every 12 months	Once every 12 months

Note: The Copay Amount for Materials is a Copay for frames & lenses or for contact lenses in lieu of frames & lenses. Insureds who elect contact lenses are responsible for any separate contact lens professional fitting fee not paid by the contact lens allowance above.

The Certificate Declarations for an Employee's Eligible Class, together with the Group Insurance Certificate and Certificate Riders (if any), forms that Member's Certificate of Insurance while insured under the Policy and replaces any previous Certificates of Insurance issued under the Policy to that Member. Any insurance set out in the Certificate Declaration applies to the Employee only if the Employee enrolls for, and becomes and remains insured for, such insurance in accord with the terms and conditions of the Policy.

Coordination of Benefits: (a) Insureds insured under both another plan and this plan: We consider ourselves primary in all circumstances. (b) Insureds insured under two group policies with Us: Primary coverage is under the plan in which the Insured Person is the Member. In case the Insured is a dependent child who is not insured as an Employee, primary coverage is under father's plan.

### **COVERED SERVICES AND MATERIALS**

The amount of Vision Benefits payable hereunder and the manner of payment is determined by whether the Insured utilizes the services of a Network Provider or an Out-of-Network Provider.

The Insured will receive an identification card or cards for use while covered under this Certificate. The Policyholder shall submit to the Administrator on a monthly basis, a list of all Insureds. When the Insured incurs the services of a Network Provider, such Insured may be required to present the program on the identification card to the Network Provider. The Network Provider will submit the information on the identification card electronically and may: (1) verify eligibility; and (2) notify the Insured of any out-of-pocket expenses.

If the Insured incurs the services of an Out-of Network Provider, such Insured will be required to pay the full cost of such services at the time of the purchase.

**Vision Examination Benefit.** If an Insured incurs expenses for a Vision Examination, We will pay such expenses up to the applicable Vision Examination Maximum Benefit shown in the Benefits Summary, subject to the Exclusions, provided: 1) such expenses were incurred while the Insured was covered under this Certificate; and 2) the Insured has paid any applicable Copay Amount, as shown in the Benefits Summary. Benefits will be payable at the Vision Examination Benefit Frequency shown in the Benefits Summary.

**Standard Lenses Benefit.** If an Insured incurs expenses for Standard Lenses, We will pay such expenses up to the Standard Lenses Maximum Benefit shown in the Benefits Summary subject to the Exclusions, provided: 1) such expenses were incurred while the Insured was covered under this Certificate; and 2) the Insured has paid any applicable Copay Amount, as shown in the Benefits Summary. Benefits will be payable at the Standard Lenses Benefit Frequency shown in the Benefits Summary.

**Eyeglass Frame Benefit.** If an Insured incurs expenses for eyeglass frames, We will pay such expenses up to the applicable Eyeglass Frame Maximum Benefit shown in the Benefits Summary, subject to the Exclusions, provided: 1) such expenses were incurred while the Insured was covered under this Certificate; and 2) the Insured has paid any applicable Copay Amount, as shown in the Benefits Summary. Benefits will be payable at the Eyeglass Frame Benefit Frequency shown in the Benefits Summary.

**Contact Lenses Benefit.** If an Insured incurs expenses for contact lenses, We will pay such expenses up to the applicable Contact Lenses Maximum Benefit shown in the Benefits Summary, subject to the Exclusions, provided: 1) such expenses were incurred while the Insured was covered under this Certificate; 2) the Insured has paid any applicable Copay Amount, as shown in the Benefits Summary; and 3) the Contact Lenses are due to an optical necessity.

In addition to the above, benefits will not be payable for expenses incurred for Sub Normal Optical Correction, unless: 1) the Network or Out-of-Network Provider of such services, makes a request, in writing, to the Vision Benefit Manager that a special contact lens or lenses is necessary to achieve the best possible correction for the Insured; and 2) the Vision Benefit Manager, upon review of such request, approves the request. Benefits will be payable at the Contact Lenses Benefit Frequency and amount shown in the Benefits Summary.

### **PROCEDURE FOR USING BENEFITS**

The Insured's Identification Card should be readily available when scheduling and visiting a Network Provider. For information on Network Providers, the Insured can call the toll-free number listed on the Identification Card.

1. The Insured should present their Identification Card at the time services and materials are received from a Network Provider. The Copay Amount and any other charges that are not covered must be paid at the time of service. No paperwork is required.
2. If an Insured is using an Out-of-Network Provider, they do not receive Network Pricing. Full payment must be provided to the Out-of-Network provider at the time of service and the original invoice, including an itemized statement of charges and prescription(s), should be submitted to:

Starmount Life Insurance Co.  
Attention: Vision Claims  
PO Box 98100  
Baton Rouge, LA 70898-9100

**Time of Payment of Claim:** Upon receipt of an itemized invoice, prescription and a photocopy of the membership card, claims will be paid immediately.

### **ELIGIBILITY DETERMINATION**

Eligible Employees are defined as all full-time Employees of the Employer who work 30 or more hours per week at the Employer's normal place of business and who have completed one (1) month service with Employer.

**Dependents:** If dependent coverage is provided under the Policy, dependents eligible shall be covered who have not attained their 21<sup>st</sup> birthday or their 24<sup>th</sup> birthday if attending an accredited college, university or at a vocational, technical, vocational-technical or trade school or institute or secondary school full-time. Dependents eligible for coverage shall be the Member's spouse and the Member's or spouse's unmarried dependent children, adopted (or in the process thereof) children when placed in the Member's home, children for which the Employer or spouse are required to provide medical support by a valid order issued pursuant to state or federal law, and grandchildren. A grandchild is a dependent of the Member if the grandchild is under twenty-one years of age, unmarried, in the legal custody of and residing with the grandparent.

An unmarried child or grandchild age 21 or over may continue to be eligible as dependent if the child or grandchild is:

1. Incapable of self-sustaining employment by reason of mental or physical handicap, and
2. Chiefly dependent upon the covered Member for support and maintenance (as defined by I.R.S. Regulations.) PROVIDED, HOWEVER, proof of such incapacity and dependency is furnished to Us by the Insured within thirty-one (31) days of the request for such information by Us, and subsequently as may be required by Us but not more frequently than annually after the two-year period following the child's attainment of the limiting age.

#### **RENEWAL PROVISIONS**

After the Initial Term of the Policy, the Policy shall continue on a "month-to-month" basis automatically renewing the first day of each month unless proper notice has been given in accordance with the termination conditions.

When the Company initiates a premium increase, the date said premium increase is to take effect shall become the Policy anniversary date.

#### **BASIS FOR TERMINATION OF POLICY**

1. Failure of the Policyholder to make payment to Us as outlined under the "Premiums" section of the Policy, or
2. The Policyholder falls below minimum size requirement. However, in the event the Policyholder falls below the minimum size, the Group may continue receiving benefits under this Certificate by making premium payment to the Company at the minimum Group size.

Terminating Members are dropped as reported by their Employer with 30 days notice to Us.

#### **CANCELLATION**

In the event of cancellation of the Policy by Us or the Policyholder, We shall within thirty (30) days return to Policyholder the pro rata portion of the money paid to Us which corresponds to any unexpired period for which payment has been received, if any, less any amounts due to Us.

#### **TERMINATION OF POLICY - SERVICES BEING RENDERED**

If service for an Insured hereunder is being rendered as of the termination date of the Policy, coverage shall be continued to completion, but in no event beyond six (6) months after the termination date of the Policy.

#### **WITHDRAWAL FROM ELECTIVE PLANS**

Once an Employee and/or dependent elects to participate in the Plan, they must remain in the Plan for at least twenty four (24) months or the remainder of the Policy term (including renewals) if shorter, unless the Policy is canceled in accordance with the cancellation conditions shown on page seven of the Policy.

#### **INDIVIDUAL CONTINUATION OF COVERAGE**

The Group Vision Care Policy is available to voluntary groups of a minimum of ten (10) Employees and employer-funded groups of five (5) and is, therefore, not available on an individual basis. When a Policyholder terminates coverage, individual coverage is not available for Members who may desire to retain same.

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), requires that under certain circumstances health plan benefits available to an eligible participant and his or her dependents be made available for purchase by said persons upon the termination of employment of said participant, or the termination of the relationship between said participant and his or her dependents. If, and only to the extent, COBRA applies to the parties covered under this Certificate, the Company shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

#### **LIMITATIONS AND EXCLUSIONS**

The Contact Lenses Benefit is payable in lieu of the Standard Eyeglass Lenses Benefit and Eyeglass Frame Benefit. An Insured shall be eligible to receive benefits under the Standard Eyeglass Lenses Benefit or the Eyeglass Frame Benefit only after the Contact Lenses Benefit Frequency has ended.

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

In no event will coverage exceed the lesser of:

1. the actual cost of insured Services or Materials; or
2. the limits of coverage shown in the Certificate of Coverage Benefits Summary.

Materials paid for under the Policy that are lost or broken will only be replaced at normal intervals when other Services are available.

**Vision – Late Entry Benefit:** Coverage for a Late Entrant or Re-enrollee will be limited to the Vision Examination benefit in the Benefits Summary during the first 24 months after the Late Entrant's or Re-Enrollee's Effective Date. This limited coverage also applies to the Late Entrant's or Re-Enrollee's Eligible Dependents if enrolled.

**We will not cover:**

1. Professional Services and/or Materials in connection with:
  - a) blended bifocals, no line, or progressive addition lenses.
  - b) compensated or special multi-focal lenses.
  - c) plain (non-prescription) lenses.
  - d) anti-reflective, scratch, UV400, or any coating of lamination applied to lenses.
  - e) Subnormal Visual Aids.
  - f) tints other than solid.
  - g) Orthoptics, vision training and developmental vision procedures.
  - h) polycarbonate lenses.
2. Medical or surgical treatment of the eyes.
3. Any eye examination or any corrective eyewear required by an Employer as a condition of employment.
4. Any injury or illness when covered under Worker's Compensation or similar law, or which is work related.
5. Plain or prescription sunglasses, no-line bifocals, blended lenses or oversize lenses. Although no-line bifocals and blended lenses are not covered, an Insured may elect to apply the maximum allowance for standard lenses toward his or her cost of progressive lenses.
6. Sub-normal vision aids.
7. Services rendered or Materials purchased outside the U.S. or Canada, unless:
  - a) the Member resides in the U.S. or Canada; and
  - b) the charges are incurred while on a business or pleasure trip.
8. Charges in excess of the Usual, Customary and Reasonable charge for the Professional Service or Materials.
9. Experimental or non-conventional treatment or device.
10. Safety eyewear.
11. Spectacle lens styles, materials, treatments or "add-ons" not shown in the Benefits Summary.
12. Services or Materials rendered by a provider other than an Ophthalmologist, Optometrist, or Optician acting within the scope of his or her license.
13. Any additional service required outside basic vision analyses for contact lenses, except fitting fees.
14. Services rendered after the date an Insured ceases to be covered under this Certificate, except when vision Materials ordered before coverage ended are delivered and the services rendered to the Insured within 31 days from the date of such order.
15. Services rendered or Materials ordered before the date coverage began under this Certificate.
16. Regardless of Optical Necessity, benefits are not available more frequently than that which is specified in the Benefits Summary.

### **PREMIUMS**

**Premium Payments:** Premiums will be payable by the Policyholder to Us for the coverage provided under the Policy. Premium payments are due on the first day of each consecutive calendar month.

**Grace Period:** If the Policyholder has not given written notice to Us that the coverage under the Policy is to be terminated at least 60 days prior to the premium due date, a grace period of 31 days will be allowed for any premium due after the first premium. If the Policyholder fails to pay such premium prior to the end of the grace period all coverage will lapse as of the first of the month for which the premium is in default. The policyholder will be liable to Us for payment of the pro-rata premium for the time the policy was in force during such grace period.

**Change in Premiums:** We have the right to change the premium rates after the Initial Term shown on the face page of the Policy, and not more than once in any six-month period following the Initial Term. We will notify the Policyholder in writing at least forty five days before any increase in policy rates.

**Misstatement of Age:** If the age of any Insured has been misstated and the amount of insurance would be affected by such misstated age, the amount of insurance will be adjusted to the amount to which the Insured would have been entitled at his correct age and the premiums will be based on the adjusted amount.

### **CLAIMS AND GENERAL PROVISIONS**

**Notice of Claim:** Written notice of claim must be given to Us within twenty (20) days of the date such loss begins. Notice must be given to Us with enough information to identify the Insured. Failure to file such notice within the time required will not invalidate nor reduce any claim if it was not reasonably possible to file notice within such time. However, the notice must be given as soon as reasonably possible.

**Claim Forms:** We will provide claim forms upon request of Insured or when We receive notice of claim We will also give claim forms. If the forms are not given within fifteen (15) days, the Insured can submit written proof

covering the occurrence, character and extent of loss for which claim is made.

**Proof of Loss:** Written proof of loss must be given to Us not later than ninety (90) days after the date of such loss. Failure to give such proof within such time will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible, but in no event, except in the absence of legal capacity of the claimant, later than one (1) year from the date of time such proof is otherwise required.

**Physical Exam:** We, at Our own expense, will have the right and opportunity to examine the person whose loss is the basis of claim under the Policy when and so often as may be reasonably required while the claim is pending.

**Legal Proceedings:** No action at law or in equity can be brought to recover on the Policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this policy. No such action shall be brought after the expiration of one year after the time proofs of loss are required to be filed.

**Entire Contract:** The Policy, all applications of the Insured (if any) and the application of the Policyholder, a copy of which is attached hereto, make up the entire contract between the parties. All statements made by the Policyholder or by the Insureds are deemed representations and not warranties. No such statement will be used in any contest under the Policy unless it is contained in a written instrument and a copy of such instrument is or has been furnished to such person or his beneficiary, if any.

**Our Right to Contest:** The validity of the Policy cannot be contested, except for non-payment of premiums, after it has been in force for two years from its effective date. No statement, except for a fraudulent misstatement, made by any Insured relating to his insurability will be used to contest the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such Insured's lifetime nor unless it is contained in written instrument, signed by him, and a copy of such instrument is or has been furnished to him or his beneficiary.

#### **GRIEVANCE PROCEDURE**

If a claim for benefits is wholly or partially denied, the Member will be notified in writing of such denial and of his right to file a grievance and the procedure to follow. The notice of denial will state the specific reason for the denial of benefits. Within 60 days of receipt of such written notice a Member may file a grievance and make a written request for review to:

Starmount Life Insurance Company  
Grievance Committee  
PO Box 98100  
Baton Rouge, LA 70898-9100

We will resolve the grievance within 30 calendar days of receiving it. If We are unable to resolve the grievance within that period, the time period may be extended another 30 calendar days if We notify in writing the person who filed the grievance. The notice will include advice as to when resolution of the grievance can be expected and the reason why additional time is needed.

The Member or someone on his/her behalf also has the right to appear in person before Our grievance committee to present written or oral information and to question those people responsible for making the determination that resulted in the grievance. The Member will be informed in writing of the time and place of the meeting at least 7 calendar days before the meeting.

For purposes of this Grievance Procedure, a grievance is a written complaint submitted in accordance with the above Grievance Procedure by or on behalf of a Member regarding dissatisfaction with the administration of claims practices or provision of services of this panel provider plan relative to the Member.

In situations requiring urgent care, grievances will be resolved within 4 business days of receiving the grievance.

## **STARMOUNT LIFE INSURANCE COMPANY PRIVACY NOTICE**

**January 2003**

### **WE CARE ABOUT YOUR PRIVACY!**

In compliance with Gramm-Leach-Bliley (GLB), this describes the privacy policy and practices followed by Starmount Life Insurance Co. ("Starmount").

Your privacy is a high priority for us and it will be treated with the highest degree of confidentiality. In order to provide insurance and services, we collect certain information. However, we are committed to maintaining the privacy of this information in accordance with law. Individuals with access to personal information about customers or former customers are required to follow this policy.

### **NON-PUBLIC INFORMATION COLLECTED.**

- Information we receive from you on insurance and annuity applications, claim forms or other forms such as your name, address, date and location of birth, marital status, sex, social security number, medical information, beneficiary information, etc.
- Information about your transactions with us, our affiliates or others such as premium payment history, tax information, investment information, and accounting information; and
- Information we receive from consumer reporting agencies, such as your credit history.

### **NON-PUBLIC INFORMATION DISCLOSED.**

- We may provide the non-public information we collect to affiliated or nonaffiliated persons or entities involved in the underwriting, processing, servicing and marketing of your Starmount insurance products. We will not provide this information to any other nonaffiliated third party unless we have a written agreement that requires such third party to protect the confidentiality of this information.
- We may have to provide the above described non-public information to authorized persons or entities to comply with a subpoena or summons by government authorities and to respond to judicial process or regulatory authorities having jurisdiction over our company for examination, compliance or other purposes as required by law.
- We do not disclose non-public personal information about customers or former customers to anyone except as permitted or required by law.

### **CONFIDENTIALITY AND SECURITY OF YOUR NON-PUBLIC PERSONAL INFORMATION.**

- We restrict access of non-public personal information about you to only those who need to know that information to underwrite, process, service or market Starmount insurance and services.
- We maintain physical, electronic, and procedural safeguards that comply with government standards to guard non-public personal information.
- If we become aware that an item of personal information may be materially inaccurate, we will make a reasonable effort to re-verify its accuracy and correct any error as appropriate.
- If you prefer we not disclose nonpublic personal information about you to nonaffiliated third parties, write us at the address below.

### **INFORMATION ABOUT FORMER CUSTOMERS.**

Non-public information about our former Clients is maintained by Starmount on a confidential and secure basis. If any such disclosure is made, it would be for reasons and under the conditions described in this notice. We do not disclose any non-public personal information about our former customers to anyone except as permitted or required by law.

**FOR QUESTIONS**, write E. Sternberg at: Starmount Life Insurance Co., 7800 Office Park Blvd., Baton Rouge, LA 70809; or e-mail [erich@starmountlife.com](mailto:erich@starmountlife.com).

Starmount Life Insurance Company, Inc.

Starmount Financial Corporation, Inc.

## NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

Starmount Life Insurance Company, Inc. and Starmount Financial Corporation, Inc. (collectively “Starmount”) are required by law to maintain the privacy of your health information and to provide you with notice of their legal duties and privacy practices with respect to your health information.

### How Starmount May Use or Disclose Your Health Information

1. **Payment Functions.** Starmount may use or disclose health information about you to determine eligibility for plan benefits, obtain premiums, facilitate payment for the treatment and services you receive from health care providers, determine plan responsibility for benefits, and to coordinate benefits.

2. **Health Care Operations.** Starmount may use and disclose health information about you to carry out necessary insurance-related activities, including, but not limited to, underwriting, premium rating and other activities relating to plan coverage; conducting quality assessment and improvement activities; submitting claims for stop-loss coverage; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs.

3. **Required by Law.** As required by law, Starmount may use and disclose your health information. Starmount may disclose medical information pursuant to a court order in judicial or administrative proceedings; to report information related to victims of abuse, neglect, or domestic violence; or to assist law enforcement officials in their law enforcement duties.

4. **Public Health.** As required by law, Starmount may disclose your health information to public health authorities to prevent or control disease, injury or disability, or for other health oversight activities.

5. **Coroners, Medical Examiners and Funeral Directors.** Starmount may disclose your health information to coroners, medical examiners and funeral directors. For example, this may be necessary to identify a deceased person.

6. **Organ and Tissue Donation.** Your health information may be used or disclosed for cadaveric organ, eye or tissue donation purposes.

7. **Health and Safety.** Starmount may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

8. **Government Functions.** Starmount may disclose your health information for military, national security, prisoner and government benefits purposes.

9. **Worker’s Compensation.** Starmount may disclose your health information as necessary to comply with worker’s compensation or similar laws.

10. **Disclosures to Plan Sponsors.** Starmount may disclose your health information to the sponsor of your group health plan for purposes of administering benefits under the plan.

### When Starmount May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, Starmount will not use or disclose your health information without written authorization from you. If you do authorize Starmount to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

## Statement of Your Health Information Rights

1. **Right to Request Restrictions.** You have the right to request restrictions on certain uses and disclosures of your health information. Starmount is not required to agree to the restrictions that you request.
2. **Right to Request Confidential Communications.** You have the right to receive your health information through alternative means or at an alternative location. Starmount is not required to agree to your request.
3. **Right to Inspect and Copy.** You have the right to inspect and copy your health information. If you request a copy of the information, Starmount may charge you a reasonable fee to cover the copy expense.
4. **Right to Request a Correction.** You have a right to request that Starmount amend your health information. Starmount is not required to change your health information.
5. **Right to Accounting of Disclosures.** You have the right to receive an accounting of disclosures of your health information. Starmount will provide one list per 12 month period free of charge; Starmount may charge you for additional lists requested within the same 12 month period.
6. **Right to Paper Copy.** You have a right to receive a paper copy of this Notice of Privacy Practices at any time.
7. **Right to Revoke Permission.** You have the right to revoke your authorization to use or disclose your health information at any time, except to the extent that action has already been taken.

## Starmount's Obligations Under This Notice

### Starmount is required by law to:

1. Maintain the privacy of your health information.
2. Provide you with a notice of its legal duties and privacy practices with respect to your health information.
3. Abide by the terms of this Notice.
4. Notify you if Starmount is unable to agree to a requested restriction on how your information is used or disclosed.
5. Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.
6. Obtain your written authorization to use or disclose your health information for reasons other than those listed above and permitted by law.

Starmount reserves the right to amend this Notice of Privacy Practices at any time in the future and to make the new Notice provisions effective for all health information that Starmount maintains. Revised Notices will be distributed to you by mail.

## Complaints

If you believe your privacy rights have been violated, you may file a complaint with:

Privacy Officer  
Starmount Financial Corporation, Inc.  
7800 Office Park Boulevard  
Baton Rouge, LA 70809

You may also file a complaint with the Secretary of the Department of Health and Human Services. Starmount will not retaliate against you in any way for filing a complaint.

**Effective Date of This Notice: April 14, 2003.**

**FIRST NOTICE OF COBRA**

**\*VERY IMPORTANT NOTICE\***

A Federal law, usually called COBRA, requires that most employers sponsoring group dental and vision plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of COBRA. [Both you and your spouse should take the time to read this notice carefully.]

You have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of employment (for reasons other than gross misconduct on your part), or because your employer files for reorganization under Chapter XI of the Bankruptcy Law while you are retired.

If you are the spouse of an employee covered by this employer, you have the right to choose continuation coverage for yourself if you lose your group health coverage for any of the following five reasons:

- (1) The death of your spouse;
- (2) A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
- (3) Divorce or legal separation from your spouse;
- (4) Your spouse becomes entitled to Medicare; or
- (5) Your spouse's employer files for reorganization under Chapter XI of the Bankruptcy Law while your spouse is retired.

In the case of a dependent child of an employee covered by the plan, he or she has the right to continuation coverage if group health coverage is lost for any of the following six reasons:

- (1) The death of a parent;
- (2) The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with [Name of Employer];
- (3) Parents' divorce or legal separation;
- (4) A parent becomes entitled to Medicare;
- (5) The dependent ceases to be a "dependent child" under [Name of Group Health Plan]; or
- (6) The parent's employer files for reorganization under Chapter XI of the Bankruptcy Law while the parent is retired.

Under COBRA, the employee or a family member has the responsibility to inform the employer of a divorce, legal separation, or a child losing dependent status under the plan within 60 days of the happening of any such event. If notice is not received within that 60 day period, the dependent will not be entitled to choose continuation coverage. The employer has the responsibility to notify Starmount Life Insurance Company of the employee's death, termination of employment, or reduction in hours or Medicare entitlement.

When the employer is notified that one of these events has happened, they will in turn notify you that you have the right to choose continuation coverage. Under COBRA, you have at least 60 days from the date you would lose coverage, because of one of the events described above, to inform the employer that you want continuation coverage.

If you do not choose continuation coverage, your group dental and vision insurance coverage will end.

If you choose continuation coverage, the employer is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. COBRA requires that you be afforded the opportunity to maintain continuation coverage for 3 years unless you lost your group health coverage because of a termination of employment or reduction of hours. In that case, the required continuation coverage period is 18 months. If, during that 18-month period, another event takes place that would also entitle a dependent spouse or child (other than a spouse or child who became covered after continuation coverage became effective) to his or her own continuation coverage, (for example, the former employee dies, is divorced or legally separated, or be entitled to Medicare, or a dependent ceases to be a "dependent child" under the dental and vision plan the continuation coverage may be extended. However, in no case will any period of continuation coverage be more than 36 months.

If you are entitled to 18 months of continuation coverage, and if you are determined to be disabled under the terms of the Social Security Act as of the date your employment terminated (or the date your hours, were reduced), you are eligible for an additional 11 months of continuation coverage after the expiration of the 18 month period. To qualify for this additional period of coverage, you must notify the employer within 60 days after you receive a determination of disability from the Social Security Administration, provided notice is given before the end of the initial 18 months of continuation coverage. During the additional 11 months of continuation coverage, your premium for that coverage will be approximately 50% higher than it was during the preceding 18 months.

However, the new law also provides that your continuation coverage may be cut short for any of the following four reasons:

- (1) The employer no longer provides group dental and/or vision coverage to any of its employees;
- (2) The premium for your continuation coverage is not paid in a timely fashion;
- (3) You become covered under another group health plan, unless that other plan contains an exclusion or limitation with respect to any pre-existing condition affecting you or a covered dependent;  
or
- (4) You become entitled to Medicare.

You do not have to show that you are insurable to choose continuation coverage. However, under COBRA, you may have to pay all or part of the premium for your continuation coverage. You will have an initial grace period of 45 days starting with the date you choose continuation coverage to pay any premiums; and after that initial 45 day grace period, you will have a grace period of [at least 30] days to pay any subsequent premiums. [COBRA also says that, at the end of the 18 month, 29 month or 3 year

continuation coverage period, you must be allowed to enroll in any individual conversion health plan which may be provided under the plan.

If you have any questions about COBRA, please contact the employer. Also, if you have changed marital status, if a dependent ceases to be a "dependent child" under the plan, or if you or your spouse have a changed address, please notify the employer.