

# Starmount Life Insurance Company

8485 Goodwood Blvd. Baton Rouge, LA 70806

# **Group Dental Insurance Policy**

We welcome you as the Policyholder and are committed to providing quality service. This is a group Dental policy. This policy describes the provisions with which you, as a Policyholder, should be familiar. Please see the certificate of coverage for specific details on the Dental benefits.

Policyholder: Westwood Independent School District

**Policy Number:** 803684 001

**Policy Effective Date:** September 1, 2022

**Policy Anniversary:** September 1

**Governing Jurisdiction:** Texas

This policy is issued to the Policyholder in return for the payment of required premiums. The first premium payment is due on or before the Policy Effective Date. All subsequent premiums are due in accordance with the rate schedule provided to the Policyholder. This policy is issued in agreement of the Policyholder's application. Benefits will be paid according to the provisions of this policy.

This is a non-participating policy. Please read this policy carefully.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE POLICYHOLDER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE POLICYHOLDER IS A NON-SUBSCRIBER, THE POLICYHOLDER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE POLICYHOLDER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

This policy is delivered in and is governed by laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. There may be changes that impact an Insured's benefits based on the Insured's state of residence.

Defined terms, provision titles, and section headings have been capitalized.

Signed for Starmount on the Policy Effective Date.

Chief Operating Officer

1. MIPM

#### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right of appeal.

To file a complaint through your insurance company or HMO:

**Call: Customer Relations** Toll-Free: 800-321-3889; Option 2

Email: custrel@unum.com Mail: 2211 Congress Street Portland, Maine 04122

#### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439 File a complaint: www.tdi.texas.gov Email: CosumerProtection@tdi.texas.gov

Mail: MC 111-1A P.O. Box 149091 Austin, TX 78714-9091

#### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar un queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

#### Unum

Para presenter una queja a través de su compañia de seguros o HMO:

Llamada: Relaciones con el cliente Teléfono gratuita: 800-321-3889; Opción 2 Correo electrónico: custrel@unum.com Dirección postal: 2211 Congress Street Portland, Maine 04122

#### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presenter una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A P.O. Box 149091 Austin, TX 78714-9091

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## **Premium Payments**

Premiums must be paid to us in United States dollars and are due on or before their due date. If we do not receive premium payment on the premium due date, we will provide the Policyholder written notice advising Premium Payments must be made by the last day of the Grace Period, otherwise the policy will end.

The amount of premium due on any premium due date is calculated by multiplying the total number of Insureds covered under this policy on such date by the applicable rates in effect, subject to any Premium Adjustments.

The rates and premium due dates are stated in the Rate Schedule and have been agreed to by us and the Policyholder. We may use any reasonable method to calculate premium due using the rates.

#### **Grace Period**

The Grace Period is 31 days following a premium due date during which premium payment may be made. The Policyholder is liable for all premium due during the Grace Period. During the Grace Period this policy will remain in force unless we have received written notice from the Policyholder to cancel this policy.

# Premium **Adjustments**

Premium Adjustments resulting from changes made in insurance after a premium due date will be reflected in the premium due following the effective date of the change.

Premium Adjustments will only be made for the current Policy Year and the prior Policy Year. In the event of Fraud, Premium Adjustments will be made for all Policy Years.

#### Right to Change Rates

We will not change rates before the later of the first Policy Anniversary or the end of any rate guarantee period stated in the Rate Schedule. However, if changes occur for reasons which affect the risk assumed for the insurance we are providing under this policy, we can change the rates at any time. These reasons include, but are not limited to:

- a change occurs in this policy design;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of Insureds changes by 25% or more; or
- a change in law, regulation, or regulatory process that substantially impacts this policy, the benefits payable, or the risk insured.

In any event, we will provide written notice to the Policyholder at least 60 days prior to the effective date of a rate change. A rate change may take effect on an earlier date if agreed to by us and the Policyholder.

# When Days Begin and End

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

#### **Policy Contents**

This policy consists of all provisions of this policy and the provisions of the certificate(s). the Policyholder's application, and all related schedules, riders, amendments, and endorsements.

# **Employee's** Certificate of Coverage

We will provide the Policyholder with a certificate for distribution to each Insured Employee. The 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 the Insured's coverage.

If any of the provisions of the certificate are different from the provisions of this policy, the provisions of this policy will govern.

## Communicating with an Insured or the Policyholder

To protect our customers, when communicating with others in writing, we will abide by all applicable privacy laws and regulations.

# Information Required from the Policyholder

The Policyholder must provide us with the following on a regular basis:

- information about Employees:
  - who are eligible to become insured;
  - whose amounts of coverage change; and
  - whose coverage ends; and
- any other information we may reasonably require.

Policyholder records that, in our opinion, have a bearing on this policy must be available for our review at any time.

# Representation in Applications

Any statements made by the Policyholder will be considered a representation and not a warranty. Statements will not be used to avoid insurance, reduce benefits, or deny a claim, unless such statements are included in an application which is made part of this policy.

#### Contestability

We can take legal or other action using statements made in signed applications by the Policyholder during the first two years of the Policy Effective Date. However, in the event of Fraud, we can take legal or other action at any time as permitted by applicable law.

#### Misstatement of Information

If we receive information about an Insured that is incorrect, we will:

- review the information to decide whether the Insured has coverage and in what amounts; and
- if necessary, make the applicable Premium Adjustments.

## **Clerical Error or** Omission

If a clerical error is made by us, the Policyholder, or an Insured in keeping or providing information, any premiums and benefits will be adjusted according to the correct information. An error will not prevent an Insured from receiving coverage, end coverage that is validly in effect, and it's correction will not reinstate coverage that was validly ended.

# **Policy Change Authority**

This policy may be changed in whole or in part at any time without the Insured's consent. Changes to this policy or waiver of any provisions will be made valid once approved by an officer of our company. The approval must be in writing and endorsed on or attached to this policy. No other person, including a broker or agent, may change or waive any part of this policy.

# Cancellation by the Policyholder

The Policyholder may cancel this policy by providing us written notice at least 31 days prior to the cancellation date. A cancellation will take effect on the later of:

- the date requested by the Policyholder; or
- the date we receive the Written notice of cancellation.

#### Cancellation due to Non-Payment of Premium

This Policy will automatically be cancelled on the last day of the Grace Period if premium has not been paid.

# **Cancellation or** Modification by

We may cancel or modify this policy at any time, for any reason, if we provide the Policyholder with 45 days written notice.

We may cancel or modify this policy if:

- our participation requirements are not met, as applicable;
- the Policyholder does not promptly provide us with information that is reasonably
- the Policyholder fails to perform any of its obligations that relate to this policy;
- the premium is not paid in accordance with the provisions of this policy;
- the Policyholder does not promptly report to us the required information about any Employees who are added or removed from an Eligible Group;
- there is a significant change in the geographic distribution or number of the Policyholder's Employees:
- there is a significant change in the Policyholder or its Employees as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization that impacts the size, occupation, or age of any Eligible Groups;
- any change occurs in law, regulation, or regulatory process that substantially impacts this policy, the benefits payable, or the risk insured; or
- we are cancelling or modifying similar group policies issued in similar markets. We will exercise this cancellation or modification right only if we discontinue offering such policies to the similar market. In this event, a policy cancellation will take effect on the later of:
  - the Policy Anniversary following the written notice of the policy's cancellation; or
  - the end of any rate guarantee period.

In any event, we will provide written notice to the Policyholder at least 45 days prior to any cancellation or modification date. The Policyholder may cancel this policy if they choose not to accept the policy modifications made by us.

For the purpose of this provision, participation requirements are as follows:

- the number of employees insured is less than 2 lives or 20% of those eligible;
- there is less than 100% participation of those eligible employees for an Employer paid plan: or
- the number of employees insured under a plan decreases by 25%.

# Notice of **Cancellation to** Insured **Employees**

The Policyholder is responsible for providing insured Employees written notice of the cancellation of this policy as soon as reasonably possible.

Cancellation of this Policy will not affect a Payable Claim.

#### **Premium Received After** Cancellation

Premium accepted after the date this policy is cancelled will not act to reinstate this policy. We will refund any premium paid that was in excess of what was owed.

**Employee** A person who is in Active Employment in the United States with the Employer.

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

Insured Any person who has coverage under this policy.

A claim for which we are liable under the provisions of this policy. **Payable Claim** 

Policyholder The entity to which this policy is issued.

**Policy Year** September 1, 2022 to September 1, 2023 and each following September 1 to September

**Starmount Life** Insurance Company

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

## **Starmount Life Insurance Company** 8485 Goodwood Blvd, Baton Rouge, LA 70806

# **Group Dental Rate Schedule**

Policyholder: Westwood Independent School District

**Policy Number:** 803684 001

**Policy Effective Date:** September 1, 2022

**Policy Anniversary:** September 1

Rate Schedule

**Effective Date:** September 1, 2022

**Premium Due Dates** 

The first Premium is due on or before September 1, 2022. All subsequent Premiums are

due monthly on the first day of the month.

**Initial Rate Guarantee Period** 

There will be no change in rates for 24 months following the Policy Effective Date subject to exceptions stated in the Right to Change Rates provision.

After the Initial Rate Guarantee Period the Policy will automatically renew on the Policy Anniversary date every 12 months. Cancellations or modifications to the Policy will be administered in accordance with the cancellation and modification provisions of the Policy.

**Initial Rates** 

The initial rates used to calculate premium due for each Insured are as follows:

	Monthly Rate Per Insured	
Coverage Tier	High Plan	Low Plan
Employee	\$ 22.22	\$ 17.26
Employee and Children	\$ 61.12	\$ 47.46
Employee and Spouse	\$ 47.22	\$ 36.36
Employee, Spouse, and Children	\$ 83.32	\$ 64.72

Dated on August 29, 2022.