#### STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

#### **GROUP HOSPITAL INDEMNITY INSURANCE POLICY**

Policyholder:

Group Policy Number:

Group Policy Effective Date:

Sweeny ISD

761425-A

09/01/2022

State of Issue:

Texas

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to **The Group Policy** and **Premium Payment** sections, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in **Eligibility, Premium Rates, and Participation Requirement** and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section and provision headings, and references to them, appear in boldface type.

The Group Policy is a legal contract between the Policyholder and us. Please read the Group Policy carefully.

THIS IS A LIMITED BENEFIT POLICY THAT PROVIDES HOSPITAL INDEMNITY BENEFITS. THIS POLICY DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE. IT IS NOT INTENDED TO SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT (ACA) OR PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE ACA (OFTEN REFERRED TO AS "MAJOR MEDICAL COVERAGE"). IT DOES NOT PROVIDE COVERAGE FOR HOSPITAL, MEDICAL, SURGICAL OR MAJOR MEDICAL EXPENSES.

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

THIS LIMITED BENEFIT POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. FOR MEMBERS ELIGIBLE FOR MEDICARE, REVIEW "THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM US.

STANDARD INSURANCE COMPANY

By

President and CEO

Corporate Secretary

Eligboth a. for

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# ELIGIBILITY, PREMIUM RATES, AND PARTICIPATION REQUIREMENT

# **Eligibility**

Employer(s): Sweeny ISD

Eligible Class(es): All Members

**Premium Rates and Renewals** 

Member only: \$125.64

Member and Spouse only: \$215.28

Member and Child only: \$182.52

Member and Dependents: \$321.84

Premium Due Date: 01/09/2022 and the first day of each calendar month thereafter.

Initial Rate Guarantee Period: 09/01/2022 to 09/01/2024

Grace Period: 60 days from Premium Due Date

Notice of Rate Change: 90 days

Notice of Termination: 31 days

**Participation Requirement** 

Minimum Participation Number: 10 insured Members

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#### THE GROUP POLICY

#### The Group Policy; Entire Contract

The Group Policy is the entire contract between the Policyholder and us. We will provide benefits according to the terms of the Group Policy.

The Group Policy consists of the following:

- This group hospital indemnity insurance policy issued by us to the Policyholder and identified by the Group Policy Number.
- The Policyholder's attached application.
- Group hospital indemnity insurance certificates with the same Group Policy Number.
- Any amendments to the Group Policy or certificates.

The Policyholder's rights or the rights of any Member will only be affected by provisions that are part of the Group Policy. Only an executive officer of Standard Insurance Company may bind us by making a promise or a representation; or accept a representation that relates to the Group Policy.

#### **Changes to the Group Policy**

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of its provisions. The Policyholder, an Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

#### **Incontestability of Group Policy**

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless all of the following are true:

- The Group Policy would not have been issued if we had known the truth.
- We have given the Policyholder a copy of a written instrument signed by the Policyholder which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

#### **Termination of the Group Policy**

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium.

The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice. The effective date of termination will be the date stated in the notice. If no date is stated in the notice, then the effective date of termination will be the last day of the calendar month for which premium was paid in full.

We may terminate the Group Policy as follows:

- On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number shown in Eligibility, Premium Rates, and Participation Requirement.
- On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance Notice of Termination by us is stated in **Eligibility**, **Premium Rates**, and **Participation Requirement**.

With respect to a Member who has continued insurance under the **Continuation of Insurance (Portability) for the Member** provision, continued coverage will not terminate unless it would otherwise terminate under the terms of the **Continuation of Insurance (Portability) for the Member** provision.

#### PREMIUM PAYMENT

#### **Premiums**

Each premium is payable on or before its Premium Due Date to us. The premium due on each Premium Due Date is the sum of the premiums for all Members and Dependents then insured. Premium Rates are shown in **Eligibility**, **Premium Rates**, **and Participation Requirement**.

The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

#### **Contributions from Members**

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

#### **Changes in Premium Rates**

We may change Premium Rates whenever:

- A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
- Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, gender, and occupational classification, changes by 25% or more.
- The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
- We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Eligibility, Premium Rates, and Participation Requirement**. Thereafter, except as provided above, we may change Premium Rates upon 90 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more

than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

#### **Premium Adjustments**

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

#### **Grace Period and Termination For Nonpayment**

If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period shown in **Eligibility, Premium Rates**, **and Participation Requirement**. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

#### **GENERAL PROVISIONS**

#### **Certificates**

We will issue a certificate to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member.

#### **Records and Reports**

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

#### Agency and Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

#### **Notice of Suit**

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

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## How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.** 

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

# For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- Accident, accident and health, or health insurance (including HMOs):
  - Up to \$500,000 for health benefit plans, with some exceptions.
  - Up to \$300,000 for disability income benefits.
  - Up to \$300,000 for long-term care insurance benefits.
  - Up to \$200,000 for all other types of health insurance.

#### • Life Insurance:

- Up to \$100,000 in net cash surrender or withdrawal value.
- Up to \$300,000 in death benefits.
- **Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't' guarantee such as some additions to the value of variable life or annuity policies.

To learn about the Association and your protections, contact:

# Texas Life and Health Insurance Guaranty Association

515 Congress Avenue, Suite 1875 Austin, Texas 78701 1-800-982-6362 or www.txlifega.org For questions about insurance, contact:

#### **Texas Department of Insurance**

P.O. Box 149104 Austin, Texas 78714-9104 1-800-252-3439 or www.tdi.texas.gov

**Note:** You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under this Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.

#### STANDARD INSURANCE COMPANY

# 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 to appeal.

#### **Standard Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Customer Service** 

For Life Benefits Toll-free: 1(800)628-8600

For Disability Benefits Toll-free: 1(800)-368-1135
Online: : https://www.standard.com/individual/contact-us

Mail: PO Box 711, Portland, Oregon 97207

#### 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: ConsumerProtection@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 una queja a través del proceso de quejas o de apelaciones de sucompañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **Standard Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

#### Llame a: Customer Service

Teléfono gratuito: For Life Benefits 1(800)628-8600 For Disability Benefits Teléfono gratuito: 1(800)368-1135 En línea: <a href="https://www.standard.com/individual/contact-us">https://www.standard.com/individual/contact-us</a> Dirección postal: PO Box 711, Portland, Oregon 97207

#### El Departamento de Seguros de Texas

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

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: <a href="www.tdi.texas.gov">www.tdi.texas.gov</a>
Correo electrónico: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a>

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