



The Lincoln National Life Insurance Company  
 A Stock Company Home Office Location: Fort Wayne, Indiana  
 Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
 (800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder: Boyd Independent School District  
 Group Policy Number: LIFE-0000033001  
 Group Policy Delivered In: Texas

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below. This Policy replaces any other policy for the benefits described inside.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska.

  
 SECRETARY

  
 PRESIDENT

**THIS IS A LEGAL CONTRACT BETWEEN THE GROUP POLICYHOLDER AND US.**

**READ YOUR POLICY CAREFULLY.**

**Insurance benefits may be subject to certain requirements, reductions, limitations, and exclusions.**

**THE ACCELERATED DEATH BENEFIT OFFERED UNDER THE POLICY MAY OR MAY NOT QUALIFY FOR FAVORABLE TAX TREATMENT UNDER THE INTERNAL REVENUE CODE OF 1986. WHETHER SUCH BENEFITS QUALIFY DEPENDS ON FACTORS SUCH AS THE INSURED'S LIFE EXPECTANCY AT THE TIME BENEFITS ARE ACCELERATED OR WHETHER THE INSURED USES THE BENEFITS TO PAY FOR NECESSARY LONG-TERM CARE EXPENSES, SUCH AS NURSING HOME CARE. IF THE ACCELERATED DEATH BENEFITS QUALIFY FOR FAVORABLE TAX TREATMENT, THE BENEFITS WILL BE EXCLUDABLE FROM THE INSURED'S INCOME AND NOT SUBJECT TO FEDERAL TAXATION. TAX LAWS RELATING TO ACCELERATED DEATH BENEFITS ARE COMPLEX. THE INSURED IS ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH THE INSURED COULD RECEIVE ACCELERATED DEATH BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.**

**DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. THE INSURED IS ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE.**

**WORKERS' COMPENSATION INSURANCE NOTICE. 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. 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. THE REQUIRED NOTIFICATIONS MUST BE FILED AND POSTED.**

**GROUP INSURANCE POLICY  
 PROVIDING  
 TERM LIFE INSURANCE  
 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
 The Certificate(s), and any amendments which may be attached to it,  
 contains the main provisions of this Policy.**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

## Have a complaint or need help?

## ¿Tiene una queja o necesita ayuda?

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.

### **The Lincoln National Life Insurance Company**

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

**Call: Client Services at 1-800-423-2765**

Email: [gpcomplaints@lfg.com](mailto:gpcomplaints@lfg.com)

Mail: Group Insurance Service Office  
8801 Indian Hills Drive  
Omaha, NE 68114-4066

### **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](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

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 su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **The Lincoln National Life Insurance Company**

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

**Llame a:**

**Client Services al 1-800-423-2765**

Correo electrónico: [gpcomplaints@lfg.com](mailto:gpcomplaints@lfg.com)

Dirección postal:

Group Insurance Service Office  
8801 Indian Hills Drive  
Omaha, NE 68114-4066

### **El Departamento de Seguros de Texas**

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

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico:

[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

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**Boyd Independent School District  
LIFE-000033001**

**SCHEDULE OF BENEFITS**

Benefit details are shown in the Certificate. The information provided in this Policy Schedule of Benefits pertains to the Group Policyholder.

**Group Policy Effective Date:** September 1, 2021

**Eligible Class:**

Plan 1 - Basic Life & AD&D

Class 1 - All Full-Time and Regular Part-Time Employees

**First Premium Due:** Group Policy Effective Date

**Subsequent Premiums Due:** 1<sup>st</sup> Day of Insurance Month

**Insurance Month Period:** A period beginning on the first Day of any calendar month and ending on the last Day of the same calendar month.

**Policy Anniversary:** September 1<sup>st</sup>

**Premium/Billing Mode:** Monthly

**Grace Period:** 31 Days

**Rate Change Notice:** 60 Days

**Minimum Number of Insureds:** 10

**Minimum Participation for Policy:**

Basic Benefits – 100% of those eligible for insurance must be insured.

**Minimum Participation for Benefits:**

Continued participation in the Life Insurance program is based on enrollment remaining above the greater of 10 employees or 100% of those employees electing Life Insurance.

**Policy Termination Notice:** 31 Days

**Boyd Independent School District  
LIFE-0000033001**

**PREMIUM RATE SCHEDULE  
For Life and AD&D Insurance**

**Life and AD&D Rates**

Provided Life and AD&D Insurance is in effect, rates are guaranteed until September 1, 2023, unless an exception listed in the Premium Rate Change section applies. After that, any Premium rate increase will be provided in a renewal notice.

**Class 1** Class Description: All Full-Time and Regular Part-Time Employees

**Plan 1**

Monthly Basic Life Premium rates:

Employee      \$0.034 per \$1,000 of insurance

Monthly Basic AD&D Premium rates:

Employee      \$0.013 per \$1,000 of insurance

## PREMIUMS AND PREMIUM RATES

**PAYMENT OF PREMIUMS.** The Group Policyholder is responsible for paying all Premiums as they become due. Payment of any Premium will not keep insurance in effect beyond the due date of the next Premium, except as stated in the Grace Period.

**GRACE PERIOD.** A Grace Period will be allowed for the payment of each Premium after the first. The Grace Period is shown in the Schedule of Benefits. The Policy will remain in effect during the Grace Period, unless the Group Policyholder gives Us advance written notice of termination. The Group Policyholder will remain liable for payment of the pro rata Premium for the time the Policy remained in force during the Grace Period.

**PREMIUM RATE CHANGE.** We may change any Premium rate:

- (1) the Date the Policy's terms are changed;
- (2) the Date Our liability is changed due to a change in federal, state, or local law, regulation, or administration of such law or regulation;
- (3) the Date Our liability is changed because the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from the Policy;
- (4) the Date any insurance for one or more classes ceases to be provided under the Policy;
- (5) the Date the number of Insureds changes by 15% or more from the enrollment on the Date the Policy took effect, or the most recent rate guarantee Date expired, if later; or
- (6) on any Premium due Date after the Policy's first anniversary, or any later rate guarantee Date agreed upon by Us.

We will give the Group Policyholder advance written notice of any increase in Premium rates. The rate change notice period is shown in the Schedule of Benefits. The notice period will apply unless We and the Group Policyholder agree otherwise.

**PREMIUM AMOUNT.** The amount of Premium due on each due Date will be the total of the Premium amounts obtained by multiplying:

- (1) each rate shown in the Premium Rate Schedule; by
  - (2) the amount of insurance to which the rate applies;
- and then adding the monthly billing fee, if any.

Premium adjustments will not be pro-rated daily. Instead, Premium will be adjusted as follows:

- (1) when an Insured's insurance or an increase takes effect, Premium will be charged from the monthly due Date coinciding with or next following that change;
- (2) when all or part of an Insured's insurance terminates, the applicable Premium will cease on the monthly due Date coinciding with or next following that termination; and
- (3) when Premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due Date coinciding with or next following that change.

The above manner of charging Premium is for accounting purposes only. It will not extend coverage beyond a Date it would have otherwise terminated. Each Premium payment will include any adjustments in past Premiums, which are needed due to changes that have not yet been taken into account. If a Premium adjustment involves a return of unearned Premium, the refund will be limited to the prior 12-month period.

## POLICY TERMINATION

**TERMINATION BY US.** We may terminate the Policy on the due Date of any Premium if:

- (1) the total number of Insureds is less than the minimum number of Insureds shown in the Schedule of Benefits;
- (2) all of the Premium is paid by the Group Policyholder and the minimum participation is less than what is shown in the Schedule of Benefits;
- (3) the Group Policyholder, without good cause, fails to:
  - (a) promptly furnish any information We reasonably require; or
  - (b) perform its duties pertaining to the Policy in good faith;
- (4) We terminate all policies that provide group term life and accidental death and dismemberment insurance in the same state in which the Policy was issued; or
- (5) federal, state, or local law otherwise requires the Policy to be terminated.

To terminate the Policy, We must give the Group Policyholder advance written notice of Our intent to do so. The Policy termination notice period is shown in the Schedule of Benefits.

**TERMINATION BY THE GROUP POLICYHOLDER.** The Group Policyholder may terminate the Policy at any time by giving Us advance written notice. Insurance will terminate:

- (1) on the Date We receive the notice; or
- (2) any later Date We and the Group Policyholder have agreed upon.

The Group Policyholder remains responsible for the payment of Premiums to the Date of termination.

**AUTOMATIC TERMINATION.** If any Premium remains unpaid at the end of the Grace Period, the Policy will automatically terminate, without any action on Our part, effective on the last Day of the Grace Period. The Group Policyholder remains responsible for the payment of Premiums to the last Day of the Grace Period.

**EFFECT OF POLICY TERMINATION ON INCURRED CLAIMS.** Termination of the Policy will not affect benefits otherwise payable for a claim incurred while the Policy is in force.

**GENERAL PROVISIONS**  
**For**  
**Group Policyholder**

**ENTIRE CONTRACT.** The entire contract between Us and the Group Policyholder includes:

- (1) the Policy and any amendments to it;
- (2) the Group Policyholder's application, if any;
- (3) any individual applications of an Insured; and
- (4) the Certificate for each class of Insured and any amendments to it.

**AUTHORITY TO MAKE OR AMEND CONTRACT.** Only a Company officer located in Our Group Insurance Service Office has the authority to:

- (1) determine the insurability of a group or any individual within a group;
- (2) make a contract in Our name;
- (3) amend or waive any provision of the Policy; or
- (4) extend the time for payment of any Premium.

No change in the Policy will be valid, unless it is made in writing, agreed upon by an underwriting officer, and signed by a Company officer as described above.

**INCONTESTABILITY.** Except for the non-payment of Premiums, We may not contest the validity of the Policy after it has been in force for two years from the Group Policy Effective Date. This section does not preclude, at any time, the assertion of defenses based upon:

- (1) the Policy's eligibility requirements, exclusions and limitations; and
- (2) other Policy provisions unrelated to the validity of insurance.

In the absence of fraud, all statements made by the Group Policyholder are representations and not warranties.

**THE GROUP POLICYHOLDER'S AGENCY.** For all purposes of the Policy, the Group Policyholder acts on its own behalf or as the Insured's agent. Under no circumstances will the Group Policyholder be deemed Our agent.

**CURRENCY.** In administering the Policy all Premium and benefit amounts must be paid in U.S. dollars.

**WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE.** The Policy does not replace or provide benefits required by:

- (1) Workers' Compensation laws; or
- (2) any state temporary disability insurance plan laws.

**ACTS OF THE GROUP POLICYHOLDER.** In administering the Policy, the Group Policyholder must:

- (1) treat Employees the same in like situations; and
- (2) allow Us, without inquiry, to rely on its acts.

**NONPARTICIPATION.** The Policy is a non-participating policy. It will not share in Our divisible surplus.

**INFORMATION TO BE FURNISHED.** The Group Policyholder may be required to furnish any information needed to administer the Policy, including:

- (1) information about persons:
  - (a) who become eligible for insurance;
  - (b) whose amounts of insurance change;
  - (c) whose eligibility or insurance ends; or
  - (d) needed for underwriting purposes;
- (2) occupational information and other facts that may be needed to manage a claim; and
- (3) any other information that We may reasonably require.

We may inspect the Group Policyholder's records that relate to the Policy, at any reasonable time.



**GENERAL PROVISIONS**  
**For**  
**Group Policyholder**  
**(Continued)**

Clerical error by the Group Policyholder:

- (1) will not void or terminate insurance that otherwise would be in effect;
- (2) will not result in insurance that otherwise would not be in effect; and
- (3) will not continue insurance that otherwise would be terminated.

Once an error is discovered, an appropriate adjustment in Premium will be made. If a Premium adjustment involves the return of unearned Premium, the refund will be limited to the 12-month period that precedes the Date We receive proof such an adjustment should be made.

**NEW EMPLOYEES.** Employees who become eligible after the Policy takes effect may be enrolled, in accord with the terms of the Certificate. (See the Eligibility and Effective Dates provision of the Certificate.)

**CERTIFICATES.** The Group Policyholder will be provided with certificates of insurance for delivery to each Insured. The Group Policyholder is responsible for distributing a Certificate to each Insured. The Certificate for each eligible class is incorporated into and made a part of the Policy. The Certificate provisions will apply as fully as if they were included in the Policy. The Certificate will describe the insurance protection to which the Insured is entitled, to whom the insurance benefits are payable, Conversion Privilege rights, and the name of The Group Policyholder.

**CONFORMITY WITH STATE STATUTES.** If any provision of the Policy or Certificate conflicts with any applicable law, the provision will be administered to conform to the minimum requirements of the law.

**DEFINITIONS  
For  
Group Policyholder**

**ACCIDENTAL DEATH AND DISMEMBERMENT ("AD&D") INSURANCE** means the group accidental death and dismemberment insurance provided by the Policy for Employees.

**CERTIFICATE** means the Group Life Insurance and Group AD&D Insurance Certificate which contains the main provisions of the Policy. The Certificate includes any amendments which may be attached to it.

**COMPANY** means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, NE 68114-4066.

**DAY OR DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight when used with regard to eligibility dates and effective dates. When used with regard to termination dates, it means 12:00 midnight. Day or Date is based on the time at the Group Policyholder's place of business.

**GROUP POLICYHOLDER** means the person, partnership, corporation, trust, or other organization, as shown on the Title Page of the Policy.

**INSURANCE MONTH** means that period of time shown in the Schedule of Benefits:

- (1) beginning at 12:01 a.m.; and
- (2) ending at 12:00 midnight;

at the Group Policyholder's primary place of business.

**INSURED** means the Person for whom Policy insurance is in effect.

**LIFE INSURANCE** means the group term life insurance provided by the Policy for Employees.

**PERSON** means an Employee of the Group Policyholder:

- (1) who is a member of a class that is eligible for insurance under the Policy; and
- (2) who has enrolled for insurance.

**POLICY** means the Group Life Insurance and Group AD&D Insurance Policy issued by Us to the Group Policyholder. The Certificate(s), and any amendments which may be attached to it, contains the main provisions of the Policy.

**PREMIUM** means the amount charged for the insurance provided by the Policy.

**WE, OUR, or US** refer to The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive , Omaha, NE 68114-4066.

## 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 more about the Association and your protections, contact:

**Texas Life and Health Insurance Guaranty Association**

515 Congress Avenue, Suite 1875  
Austin, TX 78701  
1-800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

For questions about insurance, contact:

**Texas Department of Insurance**

P.O. Box 149104  
Austin, TX 78714-9104  
1-800-252-3439 or [www.tdi.texas.gov](http://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 the 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.