

# CHUBB®

## ACE Property & Casualty Insurance Company

Home Office Address: 436 Walnut Street • Philadelphia, PA 19106

Policyholder Service Address: P. O. Box 6700, Scranton, PA 18505-0700

Telephone Number: 1-866-445-8874

## GROUP VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

### Non-Participating

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Policyholder: Hurst-Euleless-Bedford Independent School District  
Policy Number: 100000222  
Policy Effective Date: September 1, 2024  
Issue State: Texas

### READ YOUR POLICY CAREFULLY.

It is a legal contract between the Policyholder and ACE Property & Casualty Insurance Company (*herein, We, Us, Our*). The Policyholder should read this Policy carefully and contact us promptly with any questions.

**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 NONSUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

We agree to provide the rights and benefits of this Policy according to its conditions and provisions. We will provide benefits under this Policy. We make this promise subject to all of this Policy's provisions. Any benefits and rights under the Policy will not be less than those stated in the Certificate.

All time periods start at 12:01 a.m. standard time at the Policyholder's place of business. All time periods end at 12:00 am standard time at the Policyholder's place of business.

This Policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

This Policy is delivered in and governed by the laws of the Issue State shown above.

This Policy is signed for at Our home office to take effect on the Policy Effective Date.



John Lupica, President



Brandon Peene, Secretary

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## **POLICYHOLDER PROVISIONS**

### **ELIGIBLE CLASS**

Class 1: All Employees Actively at Work in the United States with the Employer

You must be an Employee of the Employer and in an Eligible Class.

Persons who are not legal residents or citizens of the United States are not eligible for coverage.

All Insureds who have exercised the right to continue insurance under the Policy according to the PORTABILITY provision.

### **NEWLY ELIGIBLE PERSONS**

All new persons in the class eligible for coverage under the Policy shall be added to such class for which they are eligible.

### **COST OF INSURANCE**

The first Premium amount due for the Policy is indicated on the Initial Rate Notification provided to the Policyholder.

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under the Policy on such date, multiplied by the appropriate Premium rate(s) that are in effect on that date, subject to any Premium adjustments, if applicable. We may use any reasonable method to compute Premiums due under the Policy.

The Policyholder shall not require the Insured Person to contribute to the cost of Noncontributory Insurance, except in situations where the Policyholder is complying with applicable tax Law.

For Contributory Insurance, the maximum amount that an Insured Person may be required to contribute to the cost of insurance shall not exceed the Premium charged for the insurance.

### **POLICY TERMINATION**

We may terminate this Policy for the following reasons by giving the Policyholder 60 days written notice:

1. the Policyholder fails to furnish any information which We may reasonably require;
2. the Policyholder fails to perform any of his other obligations pertaining to this Policy;
3. fewer than 10 persons are Insured under the Policy;
4. the Premium is not paid in accordance with the provisions of this Policy;
5. We determine that there is a 25% change in the size, occupation or age of the Eligible Class(es); or
6. the Policyholder fails to pay any portion of the Premium within the 60 day Grace Period.

This Policy will terminate, subject to the Grace Period, if any premium is not paid when due. If any portion of the Premium is not paid during the Grace Period, the Policy will terminate automatically at the end of the Grace Period. The Policyholder is liable for Premium for coverage during the Grace Period. The Policyholder must pay Us all Premium due for the full period the Policy is in force. Termination of this Policy under any conditions will not prejudice any payable claim which occurs while this Policy is in force.

We or the Policyholder may terminate this Policy by giving the other party at least 60 days prior written notice. In this case, the Policy shall end on the later of:

1. The date stated in the written notice; or
2. The date the We receive the notice.

Terminations may take effect on an earlier date when both the Policyholder and We agree.

If We accept Premium after the date the Policy is cancelled, such acceptance does not act to reinstate the Policy, and any unearned Premium will be refunded.

**NOTICE OF CANCELLATION OF THE POLICY**

If the Policy is canceled, the Policyholder must provide Written notice of the cancellation as soon as reasonably possible to all Insured Persons whose coverage has been cancelled.

## **PREMIUM PROVISIONS**

### **PREMIUMS**

This Policy is issued in return for the payment of required Premiums.

### **PREMIUM PAYMENTS**

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under the Policy on such date, multiplied by the appropriate premium rate(s) that are in effect on that date, subject to any premium adjustments, if applicable. We may use any reasonable method to compute premiums due under the Policy.

The Policyholder shall not require the Insured Person to contribute to the cost of Non-Contributory Insurance, except in situations where the Policyholder is complying with applicable tax law.

For Contributory Insurance, the maximum amount that an Insured Person may be required to contribute to the cost of insurance shall not exceed the Premium charged for the insurance.

### **INITIAL RATE GUARANTEE AND RATE CHANGES**

A change in Premium rates will not take effect before the later of 09/01/2027, or the Policy Anniversary Date.

However, We may change Premium rates at any time for reasons which materially affect the risk assumed, including but not limited to those reasons shown below:

1. a change occurs in this Policy design;
2. the number of Insured Persons changes by 25% or more; or
3. a new Law or a change in any existing Law is enacted which applies to this Policy.

We will notify the Policyholder in Writing at least 120 days before a Premium rate is changed. A change may take effect on an earlier date when both the Policyholder and We agree. A change in Premium rate will apply only to Premiums due on or after the rate change takes effect.

### **WHEN PREMIUM IS DUE**

Premium Due Dates: 09/01/2024 and the first day of each calendar month thereafter.

The Policyholder must send all Premiums to Our home office or an administrative office we designate on or before their respective due date. The Premium must be paid in United States dollars.

### **GRACE PERIOD**

A Grace Period of 60 days will be granted for payment of each Premium due after the first Premium, unless the Policyholder has given Us advance Written notice of intent to cancel insurance under the Policy in accordance with the terms of the Policy, the Policy will remain in force during the Grace Period. If the Premium due is not paid by the Premium Due Date, We will give Written notice to the Policyholder that if the Premium is not paid by the end of the Grace Period, the Policy will end on the last day of the Grace Period. If We fail to give such Written notice, the insurance provided under the Policy will continue in effect until the date such notice is given.

Any payments of Premium that the Policyholder sends to Us by U.S. mail shall be postmarked within the Grace Period.

If any portion of the Premium is not paid during the Grace Period, the Policy will terminate automatically at the end of the Grace Period. The Policyholder is liable to Us for the payment of a pro-rata Premium for the time the Policy was in force during the Grace Period. The Policyholder must pay Us all Premium due for the full period the Policy is in force.

If the Policyholder replaces the Policy with another group Policy but does not give Us Written notice of intent to cancel the Policy, this GRACE PERIOD provision applies.

**CHANGES IN PREMIUM**

We reserve the right to change the premiums charged. If We make a change to premiums, We will send a notice to this Policyholder's last address on record at least 120 days before the date of change.

When insurance for an Insured is added or changed on other than a premium due date, premium for the Insured is charged beginning from the next monthly premium due date.

When insurance for an Insured is terminated on other than a premium due date, premium for the Insured is charged up to the next monthly premium due date.

## **GENERAL PROVISIONS**

### **AGENCY**

For all purposes of this Policy, the Policyholder or third party administrator acts on its own behalf or as an agent of the Employee. Under no circumstances will the Policyholder or third party administrator be deemed an agent of Ours.

### **ASSIGNMENT OF THE POLICY**

The Policyholder may assign the Policy; however the Policyholder is required to advise all Certificateholders of any assignment in writing, via certified mail. None of the Insured Persons' rights will be affected by such assignment. Also, such assignment will not affect Us until We receive Written notice at Our home office and give Our Written approval.

### **CERTIFICATES**

A Certificate which sets forth a description of the benefits and coverages and exclusions or limitations that apply to such benefits and coverages shall be delivered to the Policyholder for distribution to each insured.

### **CHANGES TO THIS POLICY OR CERTIFICATE**

We reserve the right to make changes in this Policy or the Certificate and will give the Policyholder 31 days' advance written notice of any change. No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing on Company letterhead and/or email, approved by one of Our officers. The approval must be endorsed on or attached to this Policy.

### **CLERICAL ERROR**

Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of Premium and benefits to correct the error.

### **DATA NEEDED**

The Policyholder must provide the insurance company with all the data needed to compute premiums and administer the terms of the Policy. We have the right to examine the Policyholder insurance data at any time.

### **ENTIRE CONTRACT**

This entire contract consists of:

1. all Policy provisions and any amendments and endorsements to the Policy;
2. the Certificate; and any amendments and endorsements to the Certificate;
3. the Policyholder's signed application; and
4. the Insured Person's signed Enrollment Forms.

### **EXAMINATION OF POLICYHOLDER'S RECORDS**

We will be allowed to examine the records of the Policyholder relating to this Policy. This may be done at any reasonable time up to two years after the cancellation of this Policy, or until settlement of all claims, whichever is later.

### **INCONTESTABILITY**

Except for fraud, where permitted by applicable law of the Governing Jurisdiction, any statement made is considered a representation and not a warranty. We will not use such statement to contest the insurance under the Policy after the Policy has been in effect for two years from its Effective Date, or the Effective Date of last increase in coverage or reinstatement if applicable. We will not use such statements to reduce or deny a claim or cancel insurance, unless it is in a Written application which has been made a part of the Policy.

**MISSTATEMENT OF AGE**

If the date of birth or age of any Insured has been misstated, an adjustment of premium and benefits will be of an amount that the Premium paid and benefits would have purchased at the correct date of birth or age.

**PHYSICAL EXAMINATIONS AND AUTOPSY**

We, at Our expense, will have the right and opportunity to have the Insured examined as often as reasonably necessary while the claim is pending. We at Our own expense will have the right to make an autopsy in case of death, unless it is forbidden by law. If the Insured fails to submit proof of continuing loss when required or fails to be examined medically when required, no further benefit will be provided for that loss.

**REINSTATEMENT**

We will not reinstate the Policy after it has terminated. To become insured after insurance has stopped, the Policyholder must submit a new application.