

# HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

## GROUP VISION POLICY • NON-PARTICIPATING THIS POLICY PROVIDES LIMITED BENEFITS

### ADMINISTERED BY

Davis Vision, Inc., 175 E. Houston St., San Antonio, TX 78205  
For Customer Service Call: 800-328-4728

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<b>POLICYHOLDER:</b>	Hutto Independent School District
<b>POLICY NUMBER:</b>	506024
<b>POLICY EFFECTIVE DATE:</b>	September 01, 2016
<b>POLICY ANNIVERSARY DATE:</b>	September 01, 2017
<b>STATE OF ISSUE:</b>	Texas
<b>MINIMUM PARTICIPATION REQUIREMENT:</b>	10 Employees
<b>PREMIUM DUE DATE:</b>	Policy Effective Date and the first day of each month thereafter

### RATES PER

Employee	\$7.56
Employee and One	\$13.59
Family	\$21.15

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.

**HM Life Insurance Company**, herein called the Company or we, us or our, in consideration of the Application for this Policy and the timely remittance of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible Employees and their eligible Dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide the Vision Insurance benefits described in this Policy and the Certificates issued to the Policyholder in consideration of the Policyholder's application, if any, and payment of the initial premium when due.

Insurance coverage begins on the Policy Effective Date shown above as long as the Minimum Participation Requirement is met on that date.

This Policy and the Certificates issued to the Policyholder describe the terms and conditions of Insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of the provisions of this Policy and the provisions of the Certificates issued to the Policyholder carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address.

The Certificates issued to the Policyholder go into effect, subject to its applicable terms and conditions, on the later of the Policy Effective Date shown above, or at 12:01 AM on the Certificate Effective Date shown on the cover page of the Certificates issued to the Policyholder at the Policyholder's address.

The laws of the State of Issue shown above govern this Policy and the Certificates issued to the Policyholder. We and the Policyholder agree to all of the terms of this Policy and the Certificates issued to the Policyholder.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS  
LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION  
(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical- surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.state.tx.us](http://www.tdi.state.tx.us)

## IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call HM Life Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-328-5433**

You may also write to HM Life Insurance Company at:

HM Life Insurance Company  
P.O. Box 535065  
Pittsburgh, Pennsylvania 15253-5065

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact HM Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de HM Life Insurance Company para informacion o para someter una queja al:

**1-800-328-5433**

Usted tambien puede escribir a HM Life Insurance Company:

HM Life Insurance Company  
P.O. Box 535065  
Pittsburgh, Pennsylvania 15253-5065

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con HM Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## **Cancellation**

We may cancel this Policy, after the first year as of any Policy Anniversary Date, by giving the Policyholder 60 days advance written notice. Except for non-remittance of premium we will not cancel this Policy for the initial 12 months this Policy is in force.

The Policyholder may cancel this Policy at any time by giving us advance written notice. The date of cancellation will be the date specified in such notice or on the last day of the period for which premiums were paid if no date is specified.

The Policyholder is liable to us for any premium not remitted for the time this Policy was in force.

If a premium is not remitted when due, we will cancel this Policy at the end of the last period for which premium was remitted, subject to the Grace Period provision. The Premium Due Date is the Policy Effective date shown on the first page of this Policy and the first day of each month thereafter. The Policyholder has the sole responsibility to notify Covered Persons of such termination.

Cancellation of the Policy or a Covered Person's insurance under the Policy will not influence a Covered Person's right to a claim for benefits which arose prior to the cancellation. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of cancellation.

## **Effect of Early Termination**

If the Policyholder cancels the Policy or a covered class within 12 months of the Effective Date, then any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation will be billed directly to the Policyholder.

## **Grace Period**

### **1. With Respect to the Policy**

A Grace Period of 31 days will be granted for remittance of required premiums due after the first premium, unless:

- a. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
- b. Written notice of our intention not to renew is delivered to the Policyholder at least 30 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not remitted during the Policy Grace Period, Insurance will end on the last day of the period for which premiums were paid without further notice to the Policyholder. The Policyholder is liable to us for any premium that has not been remitted for the time this Policy was in force during the Policy Grace Period.

### **2. With Respect to a Covered Person**

If a Covered Person is billed individually, a Grace Period of 31 days will be granted for payment of required premiums. A Covered Person's Insurance under this Policy will remain in force during the Individual Grace Period. We will reduce any benefits payable for any claims incurred during the Individual Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Individual Grace Period Insurance will end on the last day of the period for which premiums were paid without further notice to the Covered Person. The Covered Person is liable to us for any unpaid premium for the time the Policy was in force during this period.

## **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates and amounts of Insurance in effect for Covered Persons. We will provide notifications of premiums due, when premiums are due and any change in the premium rate, by mail to the most current address in our files, to the Policyholder.

## **Premium Payment**

The total premium for this Policy is the sum of premiums remitted:

1. By the Policyholder for all Covered Persons other than those described in (2) below, including any amounts contributed toward the cost of this coverage by Covered Persons; and
2. By Covered Persons who are billed individually.

If the Policyholder does not remit any premium collected through payroll deduction when due, this Policy will be cancelled as of the date the unpaid premium was due, except as provided with respect to the Policy in the Grace Period provision.

## **Changes in Premium Rates**

We may change the premium rates from time to time with at least 60 days advance written notice to the Policyholder. No change in rates will be made until 48 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Policy change;
2. The number of Covered Persons eligible for coverage increases or decreases by more than 15% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
3. Less than 10 Employees eligible for coverage are insured under this Policy;
4. Coverage is reinstated following failure to pay premium during the Grace Period;
5. Acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 15% or more the number of eligible individuals;
6. A change in the number of eligible individuals which would, on a manual rate basis, require a change of 15% or more in the premium rate;
7. A change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or
8. The Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being remitted.

Any increase or decrease in rates will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been remitted.

## **Premium Audit**

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium remitted.

## **Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

## **Recovery of Overpayment**

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods:

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, we may recover the overpayment from the Covered Person's estate.

## **Entire Contract; Changes**

This Policy, including the application (if any), endorsements, amendments and any attached papers constitutes the entire contract of Insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

## **Misstatement of Fact**

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

## **Certificates**

We will provide an electronic copy of the Certificate of Insurance to the Policyholder for distribution by the Policyholder to their covered Employees. The Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

## **Assignment**

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's Insurance (including an assignment on a form furnished by us or by the Policyholder).

## **Incontestability**

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.



## **Reporting Requirements**

The Policyholder or its authorized agent must report all of the following to us by the Premium Due Date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose Insurance has terminated;
4. any additional information required by us.

## **Clerical Error**

A Covered Person's Insurance will not be affected by error or delay in keeping records of Insurance under this Policy. If such error or delay is found, we will adjust the premium fairly.

## **Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

## **Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

## **Incorporation**

The provisions of the Certificates issued to the Policyholder, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.



**President**