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## Group Accident Insurance Policy

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We welcome you as the Policyholder and are committed to providing quality service. This is an Accident Policy. Accident coverage can ease the potential financial impact of unforeseen accidents by providing benefits. 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 Accident benefits.

**Policyholder:** Cameron County  
**Policy Number:** 497328 001  
**Policy Effective Date:** October 1, 2020  
**Policy Anniversary:** October 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 Premium Due Dates found in the Rate Schedule. We issue this Policy and Certificate of Coverage in agreement of the Policyholder's and Insured's applications and enrollment forms. We will pay benefits to eligible Insureds according to the terms and provisions outlined in this Policy and the certificate.

**This is a non-participating Policy that provides limited benefits. The limited benefits provided under this Policy are a supplement to major medical coverage and are not a substitute for major medical coverage or other minimal essential coverage as is required by federal law. Please read this Policy carefully.**

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 nonsubscriber, 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 nonsubscribers and the required notification 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.

Glossary defined terms found within this Policy and the Certificate of Coverage have been capitalized.

Signed for Unum at Portland, Maine on the Policy Effective Date.



President



Secretary

## 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.

### Unum

To file a complaint through your insurance company or HMO:

**Call: Customer Relations**  
**Toll-Free: 800-321-3889; Option 2**  
Email: [custrel@unum.com](mailto: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](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

## ¿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, podría perder su derecho para apelar.

### Unum

Para presentar una queja a través de su compañía de seguros o HMO:

**Llamada: Relaciones con el cliente**  
**Teléfono gratuita: 800-321-3889; Opción 2**  
Correo electrónico: [custrel@unum.com](mailto: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 presentar una queja ante el 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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**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 to advise 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 using the total amount of insurance provided by this Policy on such date, multiplied 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.

**Premium Adjustments**

Premium adjustments resulting from changes made in insurance after a Premium Due Date are due on the Premium Due Date following the effective date of the change. Changes will not be pro-rated daily.

Premium Due Dates that do not occur on a monthly basis will result in a monthly pro-rated adjustment due on the next Premium Due Date.

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.

**Grace Period**

The Grace Period is 60 days following a Premium Due Date during which a 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.

**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 as 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 federal or state 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.

<b>When Days Begin and End</b>	For the purpose of all dates under this Policy, all days begin at 12:01 a.m. and end at 12:00 midnight.
<b>Policy Contents</b>	This Policy consists of: <ul style="list-style-type: none"><li>- all Policy provisions, and any riders, amendments and endorsements, and other attachments to this Policy;</li><li>- the Certificate of Coverage, and any riders, amendments and endorsements, and other attachments to the Certificate of Coverage;</li><li>- the Policyholder's application for group insurance; and</li><li>- Employee's signed applications, if applicable.</li></ul>
<b>Employee's Certificate of Coverage</b>	We will provide the Policyholder with a Certificate of Coverage for distribution to each Insured Employee. The Employee's certificate describes: <ul style="list-style-type: none"><li>- the coverage to which the Insured may be entitled;</li><li>- to whom we will make a payment; and</li><li>- the limitations, exclusions, and requirements that apply to an Insured's coverage.</li></ul> <p>If any of the terms and provisions of the certificate are different from this Policy, this Policy will govern.</p>
<b>Communicating with an Insured or the Policyholder</b>	We may provide notices, information, and other communications to an Insured or the Policyholder in Written form.  To protect our customers, we will abide by all applicable privacy laws and regulations.
<b>Information Required from the Policyholder</b>	The Policyholder must provide us with the following on a regular basis: <ul style="list-style-type: none"><li>- information about Employees:<ul style="list-style-type: none"><li>- who are eligible to become insured;</li><li>- whose amounts of coverage change; and</li><li>- whose coverage ends;</li></ul></li><li>- occupational information and any other information that may be required to manage a claim; and</li><li>- any other information we may reasonably require.</li></ul> <p>Policyholder records that, in our opinion, have a bearing on this Policy must be available for our review at any time.</p>
<b>Representation in Applications</b>	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.
<b>Contestability</b>	We can take legal or other action using statements made in signed applications by the Policyholder during the first two years after the Policy Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.
<b>Misstatement of Information</b>	If an Insured or the Policyholder provides us information about the Insured that is incorrect, we will: <ul style="list-style-type: none"><li>- use the facts to decide whether the Insured has coverage under this Policy and the certificate and in what amounts; and</li><li>- if necessary, make the applicable Premium Adjustments.</li></ul>
<b>Clerical Error or Omission</b>	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 end coverage that is validly in effect and will not reinstate coverage that was validly ended.
<b>Policy Change Authority</b>	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 of its terms and provisions will be made valid once approved by an officer of Unum. 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.

## Policy Provisions

### Agency

For purposes of this Policy, the Employer acts on its and its Employees behalf. Under no circumstances will the Employer be deemed our agent.

### Conformity with Law

If the terms and provisions of this Policy are subject to and contrary to the laws of the governing jurisdiction, such terms and provisions are hereby amended to conform to the minimum requirements of those laws.

## Cancellation or Modification of Policy

### **Cancellation of this Policy 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 received 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. The Policyholder is liable for all premium due while this Policy remains in force, including premium that becomes due during the Grace Period.

### **Cancellation or Modification of this Policy by Us**

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 required;
- 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 that specify whether the Policyholder, the Insured, or both, pay(s) the premiums;
- the Policyholder does not promptly report to us the required information about any Employees who are added or removed from an Eligible Group;
- we determine that 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;
- we provide the Policyholder with 60 days Written notice at any time after any rate guarantee period for any reason; or
- any change occurs in federal or state 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 any cancellation or modification date. The Policyholder may cancel this Policy if they choose not to accept the Policy modifications made by us.

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

The Policyholder is responsible for giving 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 for an Insured.

### **Premium Received After Cancellation of this Policy**

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.

<b>Active Employment</b>	<p>An Employee who is working for the Employer for earnings that are paid regularly and is performing the Material and Substantial Duties of their Regular Occupation. The Employee must be regularly scheduled to work at least the minimum number of hours as determined by the Employer.</p> <p>The Employer's work site must be:</p> <ul style="list-style-type: none"> <li>- the Employer's usual place of business in the United States;</li> <li>- an alternative work site in the United States at the direction of the Employer; or</li> <li>- a location in the United States to which the Employee's job requires them to travel.</li> </ul> <p>Normal vacation, holidays, or temporary business closures are considered Active Employment provided the Employee is in Active Employment on the last scheduled work day preceding such time off.</p> <p>For purposes of this policy, temporary business closures that meet the Glossary definition of Active Employment include:</p> <ul style="list-style-type: none"> <li>- inclement weather;</li> <li>- power outage; and</li> <li>- public health agency orders.</li> </ul> <p>Temporary and seasonal workers are excluded from coverage.</p>
<b>Certificate of Coverage</b>	<p>The document issued to the Employee, also referred to as the "certificate," describing an Insured's benefits and rights under this Policy, including any riders, amendments and endorsements, and other attachments to this Policy and the certificate.</p>
<b>Employee</b>	<p>A person who is in Active Employment in the United States with the Employer.</p>
<b>Employer</b>	<p>The Policyholder, including all United States divisions, subsidiaries, and affiliated companies of the named Policyholder for whose Employees premium is being paid.</p>
<b>Grace Period</b>	<p>The period of time following a Premium Due Date when premium payment must be made in order for coverage to remain in force.</p>
<b>Insured</b>	<p>Any person who has coverage under this Policy.</p>
<b>Payable Claim</b>	<p>A claim for which we are liable under the terms of this Policy.</p>
<b>Policy</b>	<p>The Group Accident Insurance Policy issued to the Policyholder, including the Certificate of Coverage and any riders, amendments and endorsements, and other attachments to this Policy and the certificate.</p>
<b>Policyholder</b>	<p>The entity to which this Policy is issued.</p>
<b>Policy Year</b>	<p>October 1, 2020 to October 1, 2021 and each following October 1 to October 1.</p>
<b>Unum Insurance Company</b>	<p>Referred to as "Unum" and "we," "us," or "our."</p>
<b>Writing or Written</b>	<p>A record on or transmitted by paper, electronic, or telephonic media consistent with applicable law.</p>