

**TRUSTMARK INSURANCE COMPANY**  
"We, Us, and Our"  
400 Field Drive  
Lake Forest, IL 60045-2581  
(800) 918-8877

**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.**

**GROUP ACCIDENT INSURANCE POLICY**

This Policy is a legal contract between the Policyholder and Trustmark Insurance Company.

This is a non-participating Policy that provides limited benefits. 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 Date provision. We issue this Policy and Certificate in agreement of the Policyholder's and Insured's applications and enrollment forms. We will pay benefits outlined in this Policy and Certificate to eligible Insureds according to the terms and provisions.

This Policy is delivered in and is governed by laws of the governing jurisdiction. There may be changes that impact an Insured's benefits based on the Insured's state of residence.

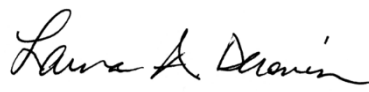
**THIS IS A GROUP ACCIDENT ONLY POLICY THAT PROVIDES LIMITED BENEFITS FOR ACCIDENTS AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE.**

THIS IS A LIMITED POLICY.  
PLEASE READ THE POLICY CAREFULLY.

**TRUSTMARK INSURANCE COMPANY**



John Anderson  
President



Laura A. Derouin  
Corporate Secretary

**IMPORTANT NOTICE TO PERSONS ON MEDICARE**

**THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

**Some health care services paid for by Medicare may also trigger the payment of benefits from this Certificate.**

This insurance pays a fixed dollar amount, regardless of your expenses, for each day you meet the certificate conditions. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare supplement insurance.

**Medicare generally pays for most or all of these expenses.**

**Medicare pays extensive benefits for medically necessary services regardless of the reason you need them.**

**These include:**

- Hospitalization
- Physician services
- Hospice
- Other approved items and services

**This certificate must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.**

**Before You Buy This Insurance**

- ✓ Check the coverage in **all** health insurance policies you already have.
  - ✓ For more information about Medicare and Medicare supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.
- ✓ For help in understanding your health insurance, contact your state insurance department or state senior insurance counseling program.

### **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.

#### **Trustmark Insurance Company**

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

**Call: Customer Care Department**

**Toll-free: 1-800-918-8877**

Online: [trustmarkbenefits.com](http://trustmarkbenefits.com)

Email: [customercare@trustmarkbenefits.com](mailto:customercare@trustmarkbenefits.com)

Mail: 400 Field Drive, Lake Forest, IL 60045-2581

#### **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 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.

#### **Trustmark Insurance Company**

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

**Llame a: Customer Care Department**

**Teléfono gratuito: 1-800-918-8877**

En línea: [trustmarkbenefits.com](http://trustmarkbenefits.com)

Correo electrónico: [customercare@trustmarkbenefits.com](mailto:customercare@trustmarkbenefits.com)

Dirección postal: 400 Field Drive, Lake Forest, IL 60045-2581

#### **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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**POLICY RATE SCHEDULE**

**Policyholder:** Liberty ISD  
**Policy Number:** 196  
**Policy Effective Date:** September 01, 2021  
**Governing Jurisdiction:** Texas  
**Premium Payable:** Monthly  
**Rate Type:** Composite

Rate Guarantee Period: A change in rate will not take effect before 2 year(s) after the Policy Effective Date.

## DEFINITIONS

### **Active Employee**

An Insured who meets all of the following requirements:

- Is a member of an eligible class;
- Is employed by the Policyholder;
- Is working the minimum hours established by the Policyholder which must be at least 20 hours per week;
- Is receiving standard pay as set by the employment practices of the Policyholder or similar organizations; and
- Is a resident of the United States.

An employee will be considered an Active Employee on a paid vacation day or regular non-working day if he or she was an Active Employee on his or her last regular working day. The employee is not considered an Active Employee if he or she is not performing his or her regular occupation due to seasonal scheduling, he or she is on a company approved leave of absence, or he or she is in an active duty status in any military service of the United States or any other country.

### **Certificate**

The document issued to the Active Employee describing an Insured's benefits and rights under this Policy, including any applications, riders or Endorsements, and any other attachments to this Policy and the certificate.

### **Dependent**

The Insured's Eligible Dependent whose coverage is in force. No person may be considered a Dependent of more than one Active Employee.

### **Effective Date**

The date coverage under this Policy becomes effective.

### **Eligible Dependent**

The Insured's Spouse or a person under the Limiting Age who is any of the following:

- The Insured's biological or legally adopted child;
- The Insured's stepchild; or
- The Insured's grandchild who is chiefly dependent on him or her for Federal Income Tax purposes at the time the application for coverage of the grandchild is made; or
- A child for whom a court has issued a medical support order which decrees that You must provide medical coverage

Eligible Dependent will not include any of the following persons:

- A foster child;
- A child or Spouse who has other Accident coverage with Trustmark Insurance Company on the Effective Date of this Policy.

No person who is in an active duty status in any military service of the United States or any other country is eligible for coverage under this Policy.

### **Endorsement**

Any document that changes this Policy's terms and conditions, benefit amounts, or premium due amounts.

### **Insured**

Any person who has coverage under this Policy.

### **Limiting Age**

The age at which a Dependent is no longer eligible for coverage under the Certificate subject to the "Continuation for Incapacitated Children" provision. The Limiting Age shall be 25.

### **Policy**

This group contract issued to the Policyholder. The Certificate is issued under this Policy and is made part of this Policy. Provisions of this Policy govern the Certificate.

### **Policyholder**

The legal entity to which this Policy is issued.

**We, Us, or Our**

Trustmark Insurance Company.

**ELIGIBILITY AND TERMINATION**

**Eligibility for Coverage**

**Insured**

An Active Employee is eligible for coverage if his or her application is approved by Us and he or she is an Active Employee on the Effective Date of coverage.

**Eligible Dependent**

An Eligible Dependent is eligible for coverage on the later of:

- The date the Active Employee is eligible for insurance; or
- The date the Active Employee acquires the Eligible Dependent.

An Eligible Dependent is deemed to be acquired as follows:

- **Spouse:** On the date the legal relationship is established.
- **Biological Child:** On the date of birth.
- **Adopted Child:** On the date the Active Employee becomes party to a suit in which they seek to adopt the child.
- **Stepchild:** On the date the legal relationship is established.
- **Grandchild:** On the date the child becomes chiefly dependent on the Active Employee for Federal Income Tax purposes.
- **Child For Whom Coverage Must Be Provided Pursuant To A Medical Support Order: On the date the court order or notification of the court order is received by Us.**

**Termination of the Policy**

This Policy can be terminated:

- by the Policyholder; or
- by Us.

The Policyholder may cancel this Policy by written notice delivered to Us at least 31 days prior to the cancellation date. This Policy can be cancelled on an earlier date if We and the Policyholder both agree. Coverage will end at 12:01 a.m. standard time at the Policyholder's address on the premium due date following the date We receive the written request to cancel the Policy.

We may cancel or not renew 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 Policyholder does not promptly report to Us the required information about any named Insureds who are no longer Active Employees;
- We determine that there is a significant change in the Policyholder or named Insureds 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 Active Employees;
- The premium is not paid in accordance with the provisions of this Policy;
- This Policy has been in effect for 12 months or longer; or
- A change in Federal or state law or regulation, which affects the benefits or provisions of this Policy.

If We cancel this Policy for reasons other than the Policyholder's failure to remit premium, a written notice will be delivered to the Policyholder by mail at least 30 days prior to the cancellation date.

If this Policy is cancelled, the cancellation will not affect a claim for which We are liable under the terms of this Policy.

## **PREMIUM**

### **Premium Due**

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 Premium 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.

### **Payment of Premium**

All premium must be paid to Us at Our home office. All premium is payable in advance.

### **Premium Due Date**

The initial premium is due on the Effective Date of coverage. If the initial premium is not paid, there will be no coverage provided under this Policy. Subsequent premium is due according to the premium payable frequency listed in the Premium Rate Schedule. Failure to pay premium when due shall result in termination of coverage as of such due date, subject to the grace period.

### **Returned or Dishonored Premium**

If a payment of any premium is dishonored for insufficient funds, a reasonable service charge shall be charged to the Policyholder. A dishonored payment shall be considered a failure to pay premium.

### **Grace Period**

If written notice of termination has not been received from the Policyholder, a grace period of 31 days will be allowed for premium payments due after the initial premium. Coverage shall remain in force during the grace period. If any premium is unpaid at the end of the grace period, coverage shall automatically terminate retroactively to the last day for which premium has been paid.

### **Premium Adjustment**

We have the right to adjust premium rates, as determined necessary by Us. Any premium rate adjustment will not take effect until the end of any rate guarantee period. Written notice of an adjustment will be mailed to the Policyholder at least 60 days in advance.

The rate guarantee and notice period shall not apply to any rate adjustment due to:

- The Policyholder or the Insured's request for a change in benefits, including any riders or Endorsements;
- A significant change in the demographics or number of Active Employees for any reason, including corporate restructuring, acquisitions, spin-offs, or similar situations.
- A change in any premium tax law; or
- A change in Federal or state law or regulation, which affects the benefits or provisions of this Policy.

Premium and benefits, if applicable, will be adjusted if the age of the Insured has been misstated.

## **GENERAL PROVISIONS**

### **Entire Contract**

This Policy, the Policyholder's application, the Certificates, any riders or Endorsements, and any other attachments shall constitute the entire contract.

### **Incontestability**

Any statement made by the Policyholder, in the absence of fraud, to obtain this Policy is a representation and not a warranty. No statement made by the Policyholder shall be used to contest coverage or reduce benefits unless the



statement is contained in the application, which has been made part of this Policy.

The validity of this Policy will not be contested after it has been in force for 2 years from the Effective Date, except for nonpayment of premiums or fraudulent intentional misrepresentations.

**Clerical Error or Omission**

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 has validly ended.

**Agency**

For purposes of this Policy, the Policyholder acts on its and its Active Employees' behalf. Under no circumstances will the Policyholder be deemed Our agent.

**Conformity with State Laws**

If any provision in this Policy is in conflict with the laws which govern this Policy, the provision will be deemed to be amended to conform with such laws.

**Certificates**

A Certificate will be issued for delivery to each Insured. The Certificate will describe the benefits, terms, limitations and other essential features of this Policy. If more than one Certificate is issued to an Insured under this Policy, only the last one issued will be in effect.