

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 INSURANCE POLICY

POLICYHOLDER: PECOS BARSTOW TOYAH INDEPENDENT SCHOOL DISTRICT
POLICY NUMBER: BKRC534311
POLICY EFFECTIVE DATE: 09/01/2025
POLICY ANNIVERSARY DATE: September 01, 2026 and each following September 01
PREMIUM DUE DATE: September 01, 2025 and the first day of each month thereafter
RATE GUARANTEE DATE: September 01, 2027
GOVERNING JURISDICTION: TX
ELIGIBLE CLASS(ES): ALL ELIGIBLE EES
ALL ELIGIBLE DEPS

ACE PROPERTY & CASUALTY INSURANCE COMPANY (referred to as We, Us, Our, or the Company) will provide benefits under this Policy. We make this promise subject to all of this Policy's provisions.

The Policyholder should read this Policy carefully and contact Us promptly with any questions. This Policy is delivered in and is governed by the laws of the Governing Jurisdiction.

This Policy may be changed in whole or in part. Only an officer of the Company can approve a change. The approval must be in writing and endorsed on or attached to this Policy. No other person, including an agent, may change this Policy or waive any part of it.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

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POLICYHOLDER PROVISIONS

CLERICAL ERROR

Clerical error on the part of the Policyholder or Us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the Premiums and/or benefits available. Complete proof must be supplied by the Policyholder documenting any clerical errors.

EFFECTIVE DATE OF COVERAGE

This Policy becomes effective on the Policy Effective Date shown in the Policy Specifications. Coverage for each Covered Person begins on their Certificate Effective Date.

ENTIRE CONTRACT

The Entire Contract consists of:

- This Policy;
- The Policyholder's application;
- Any amendments and attachments issued;
- The Certificate(s) and any Certificate Rider(s); and
- All enrollment data and evidence of insurability if any.

Changes to this Policy will not be effective until approved by the President, a Vice President, or the Secretary of our Company. This approval must be noted on or attached to this Policy. No agent or broker has the authority to change this Policy or to waive any of its provisions.

The Policy may be modified by Us with at least 60 days advance written notice delivered to the Policyholder.

INFORMATION REQUIRED FROM THE POLICYHOLDER

The Policyholder must provide Us with detailed information about persons who are eligible to become insured under this Policy, information about Insureds, and any other information that may be reasonably required.

Policyholder's duties include, but are not limited to, the following:

- Providing Us any and all information We determine is necessary for the enrollment of Eligible Classes and for the determination of their eligibility. Policyholder must provide Us with all information necessary to underwrite the coverage, to calculate premiums and to maintain necessary administrative records.
- Maintaining records pertaining to the insurance of Eligible Classes, for whom We may reasonably require information while this Policy is in force and for 2 years after this Policy terminates. Policyholder must also allow us to examine these records at any reasonable time during normal business hours.
- Cooperating fully with Us in preparing and/or delivering any required notices regarding this insurance to Eligible Classes.

INSPECTION OF POLICY

Policyholder must make this Policy available for inspection by all Eligible Classes during normal business hours.

LEGAL ACTION

No legal action can be brought to recover benefits under this Policy for at least 60 days after written Proof of Loss has been furnished to Us; nor after the expiration of three (3) years after the date written Proof of Loss is required to be given.

PREMIUM

PAYMENT OF PREMIUM

This Policy is issued in consideration of the Policy application and payment of the first Premium. The first Premium is based on the initial rate(s) shown in the Rate Table and is due on the Premium Due Date shown in the Policy Specifications. The Policyholder must send all Premiums to Us on or before their respective Premium Due Dates.

Payments must be paid in United States dollars. We may use any reasonable method to compute Premiums due under this Policy. Premium is due for everyone covered under this Policy.

GRACE PERIOD

After payment of the first Premium, if a Premium is not paid on or before the Premium Due Date, it may be paid during the next 31 days. These 31 days are called the Grace Period. If any Premium is unpaid at the end of the Grace Period, coverage shall automatically terminate and this Policy will no longer be in force. This Grace Period does not apply if the Policyholder requested this Policy be terminated.

If the full Premium is not paid by the Premium Due Date, We will provide written notice to the Policyholder that if the Premium is not paid by the end of the Grace Period; this Policy will terminate on the last day of the Grace Period. If We fail to give written notice, the insurance provided under this Policy will continue in effect until the date such notice is given.

If the Policyholder replaces this Policy with another group policy but does not give Us written notice of intent to end this Policy, the Grace Period provision of this Policy will still apply.

The Policyholder is required to pay a pro rata Premium for any period this Policy was in force during the Grace Period. Premium is required for any period, including the Grace Period or any extension of the Grace Period, for which insurance under this Policy was in force and Premium was not paid.

The Policyholder is responsible for the payment of Premiums to the last day of the Grace Period. If any Premium owed is not paid before the Grace Period ends, this Policy will lapse. If We accept Premium after the Policy lapses, such acceptance shall not automatically reinstate this Policy.

At our option, We may require the Policyholder to apply for reinstatement.

- If We require the Policyholder to apply for reinstatement, and that reinstatement is approved by Us, We will reinstate this Policy.
- If We require the Policyholder to apply for reinstatement, and that reinstatement is not approved by us, We shall refund any unearned Premium as soon as reasonably possible but in no event later than 30 days following receipt of the unearned Premium.

INITIAL RATE GUARANTEE AND CHANGES IN PREMIUM

We have the right to adjust the Premium for this Policy as determined necessary by Us. A change in Premium will not take effect before the Rate Guarantee Date shown in Policy Specifications. However, We may change Premium rates at any time for reasons which affect the risk assumed, including but not limited to:

- A change occurs in the Policy design;
- The number of Insureds changes by 25%; or
- A new law or a change in an existing law affecting premium taxes or premium-based fees or other fees or assessments affecting Us.

A Premium adjustment will take effect on the next monthly anniversary of this Policy following the adjustment. A change may take effect on an earlier date when both We and the Policyholder agree. Written notice of a Premium adjustment will be delivered to the Policyholder and Insureds at least 60 days in advance.

If a Premium adjustment involves a return of unearned Premium, the refund will be limited to the prior 12 month period.

REINSTATEMENT OF INDIVIDUAL CERTIFICATES

If an Individual Certificate terminates for failure to pay Premium, the Insured may apply for reinstatement subject to the reinstatement provision in the Individual Certificate.

POLICY RENEWAL

This Policy shall automatically renew on each anniversary of the Policy Anniversary Date, subject to the Termination of Policy provision.

TIME LIMIT ON CERTAIN DEFENSES

After 2 years from the Policy Effective Date, no misstatements, except fraudulent misstatements, of the Policyholder can be used to void this Policy. After 2 years from the Certificate Effective Date of an Individual Certificate, no misstatements, except fraudulent misstatements, of the Insured can be used to void coverage or deny a claim for Loss incurred or disability commencing after the expiration of the 2 year period.

DEFINITIONS

Active Employee, Actively at Work means the Insured is at work for pay on a permanent basis at least 30 hours per week performing the normal duties of the Insured's job.

Certificate means the document that explains the parts of this Policy which apply to the Insured and defines benefits and provisions for each Covered Person.

Covered Person means a person covered under the Certificate.

Eligible Class(es) means the people who may apply for coverage. The Eligible Class(es) are shown in the Policyholder Specifications.

Eligible Employee means a person in an Eligible Class who is an Active Employee of the Policyholder.

Dependent means a person for whom the Insured has elected coverage and who is:

- The Insured's Spouse;
- The Insured's newborn child;
- The Insured's unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by the Insured, or stepchild under age 27; or
- The Insured's unmarried grandchild under age 27 who is a dependent for federal income tax purposes at the time of completion of the enrollment form; or
- The Insured's child for whom the Insured must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court of the state of Texas; or
- A disabled dependent child regardless of the age.

Coverage for a grandchild of the Insured may not be terminated solely because the grandchild is no longer a dependent of the Insured for federal income tax purposes.

Insured means the Eligible Employee covered under the Certificate.

Loss means an event for which a benefit may become payable under this Policy.

Spouse means the person to whom the Insured is legally married, or the Insured Domestic Partner, and for whom the Insured has elected coverage. Spouse also means the Insured's Civil Union partner.

We, Our, Us or the Company means ACE Property & Casualty Insurance Company.

TERMINATION AND PORTABILITY PRIVILEGE

TERMINATION OF POLICY

This Policy terminates on the earliest of:

- The date there are no longer any Insureds covered under it;
- The end of the period for which Premium is paid, subject to the Grace Period.

Coverage under this Policy may also be terminated:

- By the Policyholder with at least 60 days advance written notice delivered or mailed to Us; or
- By Us with at least 60 days advance written notice delivered to the Policyholder.

When both We and Policyholder agree, this Policy can be canceled on an earlier date.

If this Policy is terminated or canceled, it will be the responsibility of the Policyholder to provide written notice of termination to all Insureds as soon as reasonably possible.

The Policyholder shall pay all Premiums due and unpaid through and including the termination and cancellation date. The 60 day notice period begins running from the date the written notice is delivered to the Policyholder.

Termination of the Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

PORTABILITY PRIVILEGE

If the Insured's coverage under the Policy terminated because the Policy was cancelled or the Insured was no longer in an Eligible Class, the Insured has the option to continue coverage. To continue coverage:

- We must receive the Insured's request and payment of the first Premium for the portability coverage no later than 60 days after such termination; and
- The request must be made on a form or through a process We approve for that purpose.

CERTIFICATES

The Certificates designated in Appendix A, and any amendments thereto, are attached to and made part of this Policy. Any discrepancy or inconsistency between the attached Certificate(s) and any individual Certificate issued to an Insured is governed by the attached Certificate.

The Certificate(s) apply to Covered Persons in accordance with the coverages and benefits elected by the Policyholder in its application and accepted by Company.

INDIVIDUAL CERTIFICATES

An individual certificate of insurance which sets forth (a) a description of the benefits and coverages; and (b) exclusions or limitations that apply to such benefits and coverages shall be available to the Policyholder for distribution to each Insured.