



Underwritten by
United of Omaha Life Insurance Company
A Mutual of Omaha Company
3300 Mutual of Omaha Plaza | Omaha, NE 68175

Home Office: 3300 Mutual of Omaha Plaza, Omaha, Nebraska 68175

This Policy is issued to **Merkel Independent School District** (the “Policyholder”).

This Policy is a legal contract between the Policyholder and Us. It is issued in consideration of payment of premiums and the Policyholder’s application.

This Policy will be interpreted under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This Policy is issued in the State of Texas. To the extent state law is not preempted by ERISA, and only to that extent, this Policy will also be interpreted under the law of the State of Texas, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Policy which is in conflict with the applicable laws of the State of Texas is changed to conform to the minimum requirements of that State’s laws.

This Policy is effective September 1, 2025 at the Policyholder’s main office.

We agree to pay benefits subject to the terms, conditions, and limitations of this Policy.

The Certificate is made a part of this Policy.

GROUP POLICY NO. GUDH-CRFL

As Revised September 1, 2025

Publication Date: September 12, 2025

UNITED OF OMAHA LIFE INSURANCE COMPANY


Chief Executive Officer


Corporate Secretary

GENERAL PROVISIONS

Capitalized terms are defined in the Certificate or other documents made a part of this Policy.

PREMIUM CHANGES

We reserve the right to change premium rates any time after:

- a) the most recent premium rate guarantee date described in this Policy;
- b) there is an increase or decrease of 10% or more in the Policyholder's Employee population or the number of Employees insured under this Policy;
- c) Our liability or cost of administration is changed due to a change in federal, state, or local law;
- d) this Policy's terms are changed; or
- e) there is a change which materially affects the risk assumed for insurance provided by this Policy.

We must give the Policyholder at least 90 days advance Written Notice of any premium rate change.

PAYMENT OF PREMIUMS

The premium for this Policy equals the sum of the individual premiums for each Insured Person. The first premium is due on the effective date of this Policy. Subsequent premiums are due on the first day of each subsequent month or other modal period agreed to in writing by an authorized representative in Our home office. Premium payments must be made to Our home office or to a location We designate, using a payment method We accept. We will consider premium to be paid on the date We receive it.

GRACE PERIOD

This Policy has a 60 day grace period. This means that, except for the initial premium, if the premium is not paid on or before the date it is due, it may be paid in 60-day period that follows. This Policy will stay in force during the grace period, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period. If We receive such notice, We will terminate this Policy on the date requested.

TERMINATION

Following at least 60 days advance written notice to the Policyholder, We have the right to terminate this Policy:

- a) if the number of Employees insured is less than 5 or less than 15% of those eligible for insurance;
- b) any time after the most recent premium rate guarantee date described in this Policy; or
- c) if the Policyholder does not perform any of its duties under this Policy.

The Policyholder has the right to terminate this Policy at any time. The Policyholder must give Us written notice of at least 31 days before the date this Policy is to terminate, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period.

This Policy will automatically terminate at the end of the grace period if the Policyholder fails to pay its portion of the premium.

If this Policy terminates for any reason:

- a) all unpaid premiums up to the date of termination are due, including premiums for the grace period or any part of the grace period; and
- b) all unpaid premiums are due no later than the date of termination.

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

REINSTATEMENT AFTER TERMINATION

If this Policy terminates for any reason, the Policyholder may request to reinstate it. We will reinstate only if:

- a) an authorized representative in Our home office agrees in writing to reinstate this Policy;
- b) the Policyholder agrees in writing to accept any written conditions of reinstatement that We impose;
- c) all past due premiums are paid, including any premium for the time insurance was in effect during the grace period;
and
- d) the premium due from the date of reinstatement until the next premium due date is paid.

CERTIFICATES

We will issue the Policyholder a Certificate for delivery to each Insured Person. The Certificate describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under this Policy.

MISSTATEMENT OF AGE

If an Insured Person's age is misstated, We may adjust the premium or the benefits payable. An adjustment of the benefits payable will be based on what the premium would have purchased at the correct age.

INCONTESTABILITY

We will not contest this Policy after it has been in force two years, except for nonpayment of premium.

POLICYHOLDER RESPONSIBILITIES

The Policyholder will notify:

- a) both the Insured Person and Us when the Insured Person's insurance under this Policy ends if the Insured Person ceases to be eligible for insurance under this Policy;
- b) each Insured Person and Us when insurance under this Policy ends if this Policy is terminated and is not replaced by another policy or plan with no interruption in coverage; and
- c) Us when the amount of insurance coverage for which an Insured Person is eligible changes.

Notice shall be provided within 31 days from the date insurance ends or the amount of insurance coverage changes for the Insured Person. Notice to the Insured Person shall include information about any options available to continue or obtain insurance.

If We do not receive notice under a) above within this 31-day time period, We may require the Policyholder to reimburse Us for the amount of any claims paid on behalf of any ineligible person and/or any dependents of such person during the time the person was ineligible. The Policyholder must reimburse Us for claims under this provision within 60 days after receipt of Our written request for payment.

The Policyholder is responsible for keeping the following records:

- a) persons insured by classification and any persons eligible but not insured;
- b) the amount of money the Policyholder contributes toward premiums;
- c) beneficiary designation information, if applicable; and
- d) any other information which We may reasonably request.

The Policyholder will provide Us with copies of these records upon request. These records must be open to Us for inspection at any reasonable time. The Policyholder will provide, as We require, any information on Our forms which is needed for insurance administration.

ASSIGNMENT

No assignment of this Policy is binding upon Us unless an officer in Our home office agrees to it in writing and not until it is recorded with Us at Our home office.

PREMIUM RIDER

This rider is made a part of Group Policy GUDH-CRFL.

This rider is effective September 1, 2025.

CLASS(ES)

All Eligible Employees

ACCIDENT INSURANCE PREMIUMS

All Eligible Employees

The monthly premium for accident insurance is as follows:

Employee only.....	\$15.02
Employee and Spouse.....	\$22.29
Employee and Dependent child(ren).....	\$30.10
Employee, Spouse and Dependent child(ren).....	\$37.65

RATE GUARANTEE DATE

September 1, 2028 or any date thereafter agreed to in writing by Our authorized representative in Our home office.

PREMIUM ALLOCATION

The total amount of premium paid or remitted by the Policyholder for this Policy and any other group insurance policy the Policyholder has with Us or any of Our affiliates (“Other Policy”) will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Policyholder does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.

PUBLICATION DATE

September 12, 2025

UNITED OF OMAHA LIFE INSURANCE COMPANY

Terrance S. DeWald
Corporate Secretary

HOW YOU'RE PROTECTED IF YOUR LIFE OR HEALTH INSURANCE COMPANY FAILS

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- a) Accident, accident and health, or health insurance (including HMOs):
 - 1. Up to \$500,000 for health benefit plans, with some exceptions.
 - 2. Up to \$300,000 for disability income benefits.
 - 3. Up to \$300,000 for long-term care insurance benefits.
 - 4. Up to \$200,000 for all other types of health insurance.
- b) Life insurance:
 - 1. Up to \$100,000 in net cash surrender or withdrawal value.
 - 2. Up to \$300,000 in death benefits.
- c) Individual annuities: Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- d) Other policy types: Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- e) Individual aggregate limit: Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- f) Parts of some policies might not be protected: For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

Texas Life and Health Insurance Guaranty Association

1717 West 6th Street, Suite 230
Austin, TX 78703-4776
1-800-982-6362 or www.txlifega.org

For questions about insurance, contact:

Texas Department of Insurance

P.O. Box 12030
Austin, TX 78711
1-800-252-3439 or www.tdi.texas.gov

Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.