

# Sun Life Assurance Company of Canada

Application for Stop-Loss Insurance



## 1 Plan sponsor information

Full legal name of plan sponsor Lubbock County	Policy number (office use only)	
Address 916 Main St, 10th Floor	Policy effective date (mm/dd/yyyy) 01/01/2022	
City Lubbock	State TX	Zip code 79401

## 2 Subsidiaries, affiliates, divisions, and locations

Please list all subsidiaries, affiliates, divisions, and locations to be covered under the Stop-Loss policy.

1.
2.
3.
4.
5.
6.
7.
8.

## 3 Requested coverage

Please select the coverage(s) being applied for.

### ☒ Specific Benefit

Specific Benefit Deductible \$ 325,000	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Family
Aggregating Specific Deductible (if applicable) \$ 0	
Specific Benefit <b>annual</b> maximum eligible expenses per Covered Person \$	OR <input checked="" type="checkbox"/> No maximum
Specific Benefit <b>lifetime</b> maximum eligible expenses per Covered Person \$	OR <input checked="" type="checkbox"/> No maximum

### ☒ Aggregate Benefit

Aggregate Benefit maximum \$ 1,000,000	Aggregate Benefit maximum eligible expenses per Covered Person* \$ 325,000
---	---

\* Individual or family option applies to all selected coverages

#### 4 Proposed benefits: rates, covered lives, and aggregate deductible factors

Specific Benefit enrollment:

	Rate	Lives
Employee only	\$38.57	613
Employee and family	\$136.13	335
Total:		948

Specific Covered Benefits:

☒ Medical including prescription drug

☐ Medical excluding prescription drug

Rx Carve Out Claim Servicing:

☒ Elect

☐ Decline

Rx Carve Out Claim Servicing with FTP:

☐ Elect

☒ Decline

Aggregate Benefit enrollment:

	Medical	Prescription drug	Dental	STD	Vision	Other
Employee only	613	613				
Employee and family	335	335				
Total	948	948				

Aggregate Deductible Factors (ADFs):

	Medical	Prescription drug	Dental	STD	Vision	Other
Employee only	\$586.35	\$158.25				
Employee and family	\$1,641.77	\$443.09				

☐ Monthly Aggregate Accommodation (MAA)

Aggregate Benefit Premium Rates:

☒ Monthly rate: \$2.67

☐ Annual rate: \$

☐ Other: \_\_\_\_\_ rate: \$

#### 5 Claims basis

Contract basis		Specific Benefit	Aggregate Benefit
12/12	Incurred and paid	<input type="checkbox"/>	<input type="checkbox"/>
15/12	3 month run-in	<input type="checkbox"/>	<input type="checkbox"/>
18/12	6 month run-in	<input type="checkbox"/>	<input type="checkbox"/>
24/12	12 month run-in	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12/15	3 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
12/18	6 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
12/24	12 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
Incurred		<input type="checkbox"/>	N/A
Paid		N/A	<input type="checkbox"/>
Other:		<input type="checkbox"/>	<input type="checkbox"/>
Terminal Liability Option:		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/> 3 months <input type="checkbox"/> Other:	

## 6 For employers that are providers of medical services (e.g. hospitals, clinics, etc.)

The Related Provider Reimbursement Percentage applied to Eligible Claims Expenses for Related Provider Services will be N/A % for the Specific Benefit and N/A % for the Aggregate Benefit

## 7 Retiree information

1. Specific Benefit: Is retiree coverage included? ..... ☒ Yes ☐ No  
2. Aggregate Benefit: Is retiree coverage included? ..... ☒ Yes ☐ No

## 8 Additional benefits (Must be approved by underwriting)

The following benefits are available to enhance your Stop-Loss coverage.

Clinical Trials Benefit Provision

☐ Elect ☒ Decline

No New Special Conditions Rider at Renewal

☒ Elect ☐ Decline

## 9 Fraud warnings

Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

**General fraud warning:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**AL:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**AR, LA, MA, NM, RI, and WV:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**DC:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FL:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KS:** Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

**KY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MD:** Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ME:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**OH:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

## 9 Fraud warnings, continued

**OK:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OR:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law

**PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**TN:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**VA:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

**VT:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

## 10 Certification and signature

Please return this form and all additional required documentation to Sun Life Assurance Company of Canada.


This application does not bind coverage. The applicant agrees to provide Sun Life Assurance Company of Canada with a current census of all plan participants, a disclosure of all special risks on the Special Risk Questionnaire and a complete Plan document prior to the effective date specified in section 1. Upon approval of this application, Sun Life Assurance Company of Canada will issue a Stop-Loss insurance policy with insurance coverage to become effective on the effective date. This application will be attached to and made a part of the Stop-Loss policy.


The policy will be void if the applicant has concealed or misrepresented any material fact or circumstance concerning the subject of this application.


I have read or had read to me the fraud warning for my state.


Name of authorized representative of plan sponsor <b>Curtis Parrish</b>		Title <b>County Judge</b>
Signature of authorized representative <b>X</b> <i>[Signature]</i>		Today's date <b>12-27-2021</b>
Signature of agent/broker <b>X</b> <i>[Signature]</i>		
Print name of agent/broker <b>Lance Pendley</b>		
Florida agent/broker license ID number		Amount paid with this application \$
Countersigned by licensed resident agent (when required by law) <b>X</b>		

## Contact us

 **By mail**  
Sun Life Assurance Company of Canada  
P.O. Box 9106  
Wellesley Hills, MA 02481

 **By fax**  
781-304-5383

 [www.sunlife.com/us](http://www.sunlife.com/us)

 Customer Service **800-247-6875** M-F 8:00 a.m. – 8:00 p.m., ET

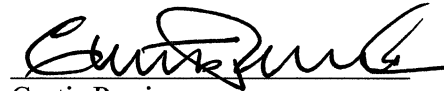
**AGREEMENT**  
**WITH SUN LIFE ASSURANCE COMPANY OF CANADA**

1. This Agreement is made and entered into by and between Lubbock County ("Customer"), a body corporate and politic under the laws of the State of Texas and Sun Life Assurance Company of Canada ("Sun Life").
2. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lubbock County, Texas.
3. It is expressly understood and agreed that Customer has available the total maximum sum of funds hereinafter certified available by the County Auditor of Lubbock County for the purpose of satisfying Customer's obligations under the terms and provisions of the Stop Loss policy issued by Sun Life to Customer; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of Customer as to payment under the terms and provisions of the Stop Loss policy is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to §§ 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying Customer's obligations under the terms and provisions of the Stop Loss policy; and that when and if all the funds so certified are expended for the purpose of satisfying Customer's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Sun Life shall be to terminate this Agreement and the Stop Loss policy if the required premium is not paid.
4. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code § 552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Customer whether or not the same are available to the public. It is further understood that Customer, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligations to Sun Life for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Customer by Sun Life in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
5. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.

6. The parties agree that under the Constitution and laws of the State of Texas, Customer cannot enter into an Agreement whereby Customer agrees to indemnify or hold harmless any other party.
7. Pursuant to § 2251.021 of the Texas Government Code, an overdue payment by a governmental entity bears interest at the rate of 1 percent each month. Therefore, all provisions to the contrary are hereby deleted.
8. In the event of any conflict between either the terms and provisions of this Addendum and the provisions of the Stop Loss policy, the Stop Loss policy will control.
9. The Customer will be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.
10. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code § 151.309, as amended, and the license is being secured for use by Customer. Exemption certificates will be provided to Sun Life upon request.
11. Consistent with Texas Government Code § 2271.002 (effective September 1, 2019), Sun Life verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. The term "company" is defined by §§ 808.001 and 2271.001 of the Texas Government Code.
12. Sun Life must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, Sun Life verifies to Customer that it is not on any such list.
13. This Agreement will terminate on December 31, 2022, unless Customer and Sun Life agree to renew this Agreement.

Addendum Agreed to this 27 day of December 2021.

LUBBOCK COUNTY:



Curtis Parris  
County Judge

APPROVED AS TO FORM:



Jennifer Slack  
District Attorney's Office  
Civil Division

**SUN LIFE ASSURANCE COMPANY OF CANADA**

By: Michael Huppert  
Printed Name: Michael Huppert  
Title: Vice President  
Date: December 20, 2021

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_