Florida Combined Life

An Independent Licensee of the Blue Cross and Blue Shield Association

Florida Combined Life Insurance Company, Inc.
Post Office Box 45132 Jacksonville, FL 32232-5132
(800) 333-3256

Notice of Privacy Policy

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

At Florida Combined Life, we know that the privacy of your personal information is important to you. The proper handling of your personal information is one of our highest priorities. We want to be sure that you know why we need to collect personal information from you. We also want you to know how we protect your privacy and the measures we take to safeguard your information.

Customer Information

Florida Combined Life collects and keeps only information that is necessary for us to provide insurance services requested by you and to administer your business with us. We may collect nonpublic personal information:

- From you when you complete an application or other form. This could include information such as name, address, social security number, income and any medical information that you authorized us to collect to underwrite and administer policies and claims.
- From a consumer-reporting agency or Medical Information Bureau as authorized by you.
- As a result of transactions with us, or with our affiliates or others. This could include policy values, policy numbers, payment history, and transactions completed with us.

Sharing Information

We only share your nonpublic personal information with non-affiliated companies or individuals as permitted by law, such as third party administrators and consumer reporting agencies, or to comply with legal or regulatory requirements. In the normal course of our business, we may disclose information we collect about you to companies or individuals that contract with us to perform servicing functions such as record keeping, policy administration, computer processing, joint marketing of products and distribution of statements.

When we provide personal information to a service provider, we require these providers to agree to safeguard your information, to use the information only for the intended purpose, and to abide by applicable law.

How We Protect Information

Only employees with a valid business reason have access to your personal information. These employees are trained and educated on the importance of maintaining the confidentiality and security of this information. They are required to abide by our information handling practices. We maintain security standards to protect confidential information, whether written, spoken, or electronic. We update and test our systems to ensure the protection and integrity of our information.

Maintaining Accurate Information

Our goal is to maintain accurate, up-to-date customer records in accordance with industry standards and state insurance laws. We have procedures in place to keep information current and complete, including timely correction of inaccurate information.

Disclosure of our Privacy Notice

At Florida Combined Life, we recognize and respect the privacy concerns of our potential, current, and former customers. We are committed to safeguarding this information. We are sending you this Notice of Privacy Policy for informational purposes and will update and distribute it as required by law. It is available from our Customer Service Department at 1-800-772-8244. Our Customer Service Department is available between the hours of 8:00 a.m. until 4:00 p.m. Eastern Standard Time, Monday through Friday.

Florida Combined Life
An Independent Licensee of the Blue Cross and Blue Shield Association

P.O. Box 45132
Jacksonville, FL 32232-5132
Phone: (800) 333-3256

POLICYHOLDER:
CITY OF VENICE

PREMIUM DUE DATE:
First Day of Each Policy Month

POLICY NUMBER:
95029

ANNIVERSARY DATE:
January 1, 2016 and Each Succeeding January 1

EFFECTIVE DATE:
January 1, 2015

STATE OF DELIVERY:
FLORIDA

Florida Combined Life agrees with the policyholder to insure covered persons who are entitled to the insurance provided by this policy. This policy is issued in consideration of the application of the policyholder, and the payment of the first premium. The first premium is due and payable on the effective date of the policy. Subject to the policy's grace period provision, all premiums after the first must be paid when or before they are due.

Premiums may change in accordance with the Premium Provisions of this policy.

To present inquiries, obtain information about coverage, or get assistance to resolve a complaint, please call us at 1-(800) 333-3256. To receive claims assistance, please call us at 1-(800) 696-8562.

This policy is a legal contract between the policyholder and Florida Combined Life. PLEASE READ THIS POLICY CAREFULLY.

Signed for Florida Combined Life:

Secretary

President

Nonparticipating
Renewable
Group Short Term Disability Insurance Policy

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Section 1 – Schedule of Insurance

Policyholder: CITY OF VENICE

Policy Number: 95029

Policy Effective Date: January 1, 2015

Renewal Date: January 1, 2018

The Schedule(s) of Insurance for the Group Short Term Disability Insurance Policy are shown in the Certificate(s) of Insurance.

The Schedule of Insurance will control the:

1. benefit amounts and maximum limits;
2. eligibility and effective date rules; and
3. other schedule amounts and limits,

which apply to the employees of the policyholder.

Section 2 – Associated Company

We will insure the eligible employees of the policyholder's affiliates or subsidiaries listed on the Group Insurance Application.

Newly Acquired Organizations

The policy applies only to the policyholder as composed on the effective date of the policy or as thereafter amended.

New employees acquired through merger, stock purchase, exchange of stock, or otherwise may be covered under the policy. Their coverage is subject to the following conditions:

1. that the policyholder report to us the name of the newly acquired organization along with any underwriting data we may need to determine the correct premium;
2. that we accept the newly acquired organization for coverage; and
3. that the policyholder pays the correct additional premium.

Coverage will start in accordance with the "Eligibility and Effective Date" provisions in the certificate. In no case, however, will coverage continue for more than 60 days after the acquisition or merger unless:

1. the required report has been made; and
2. the newly acquired organization has been accepted for coverage and the additional premium has been agreed on and paid.

The policyholder must pay for any period in which coverage is in effect.

Section 3 – Incorporation Provision

Certificate

The certificate(s) and the endorsement(s) or rider(s), which are attached to this policy are hereby incorporated in, and made a part of, this policy. If there is any conflict between the terms and conditions of this policy and an attachment, this policy shall be controlling.

The terms found in the certificate(s) include:

1. the benefit plan provisions;
2. the eligibility and effective date of insurance rules;
3. the termination of insurance rules; and
4. exclusions.

Section 4 – Premium Provisions

Premium Payments

The policyholder must pay all premiums in advance at our Home Office or to one of our agents in accordance with the policy application, which is incorporated as the signature page of this policy upon acceptance and issuance of this policy by Florida Combined Life. The policyholder may request on any policy anniversary that the frequency of premium payment be changed to any frequency we offer for such policy.

Calculation of Premiums

The first premium is due on the policy effective date. Payment of that premium shall constitute acceptance of the policy. Future premiums are due on each premium due date. The premium is based on the premium rate and the amount of insurance in effect for the month reported on the premium due date. We will furnish premium rates to the policyholder with an explanation of how to apply them.

Our Right to Change Premium Rates

We may change the premium rate:

1. after the first renewal date;
2. at the end of any rate guarantee period; or
3. when our liability changes.

Payment of the changed premium rate shall constitute acceptance of that change.

Unless our liability changes:

1. we will not change the rates more than once in any period of 12 consecutive months; and
2. we will give the policyholder 45 days advance written notice of an increase in rates.

Section 5 – Policy Provisions

Entire Contract

The contract between the parties consists of:

1. the policy, any amendments and addenda; and
2. the application of the policyholder, a copy of which is attached to and made a part of the policy when issued, as may be amended during the term of this policy; and
3. the certificates, and the endorsements or riders which are attached to and made a part of the policy when issued, as may be amended during the term of this policy; and
4. the enrollment forms, if any, of each covered person.

All statements made by the policyholder and persons insured under the policy will be deemed representations and not warranties.

Incontestability

Except for non-payment of premium, the insurance provided to each covered person by the policy cannot be contested after a period of two (2) years from the effective date of each covered person. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his authorized representative.

Changes to the Policy

The policyholder owns the policy. We may change any or all of the provisions of this policy by notifying the policyholder. We must give the policyholder at least 45 days advance written notice of any change, unless the policyholder accepts an amendment during that period. The policy may be changed at any time by an amendment agreed upon by the policyholder and us. The policy may also be changed in whole or in part when there is any change in laws or regulations which affect our obligations under the policy. A change must be approved by one of our executive officers. No agent can change the policy or waive any of its provisions. Payment of the applicable premium following any change of this policy in accordance with this section shall constitute acceptance of that change.

Grace Period

We will allow the policyholder a 45 day grace period for the payment of all premiums after the first. During this 45 day period, the policy will stay in force. If the owed premium is not paid by day 45, the policy will automatically terminate retroactive to the last day that the applicable premiums had been paid. The policyholder is liable, however, for the payment of any premium due while coverage remained in force. If the policyholder gives us written advance notice of an earlier cancellation date, the policy will terminate on the earlier date.

Termination of Policy

<u>For Cause</u>

1. We may terminate this policy if we do not receive any premium when due in accordance with the Grace Period provision of the policy.
2. The policyholder may terminate this policy with written notice at any time. Any unearned premium will be refunded.
3. We may terminate this policy on any premium due date by giving the policyholder written notice at least 45 days in advance. We may not terminate this policy prior to the first anniversary date of the effective date of this policy except for non-payment of premium or failure to meet continued underwriting standards.

4. We may terminate this policy, upon 45 days advance written notice, if the policyholder breaches its obligations and fails to cure that breach to ours reasonable satisfaction within that 45 day notice period.
5. We may terminate this policy, upon not less than 45 days written notice if the employer fails to comply with a material plan provision relating to the employer's premium contribution or group participation rules or if we determine there has been a material change affecting the risk assumed under this policy.
6. Upon written notice, we may terminate or rescind the policy or the coverage on a covered person for fraud or misrepresentation by the employer or a covered person of material fact concerning the employer or covered person. However, no statement made by a covered person about insurability will be used to deny a claim for a loss incurred or disability starting after coverage has been in effect for two years.

Termination of the policy will be without prejudice to any claims, accrued liabilities, and/or benefit continuations that arise prior to the termination date.

Certificate

We will give the policyholder an individual certificate for distribution to each covered employee. The certificate is part of the policy, and will explain the important features of the policy.

Data to Be Furnished

The policyholder will give us all information we need regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for one year after that, we may inspect any of the policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

If the policyholder gives us any incorrect information, the relevant facts will be reviewed to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the policyholder or covered individual. Any required adjustment may be made in coverage, premiums or benefits. However, payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

No Replacement for Workers' Compensation

The policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Time Period

All periods begin and end at 12:01 a.m., standard time, at the policyholder's address.

Jurisdiction

The laws of the state where it is delivered govern this policy.

Section 6 – Self-Administered Provisions

The Parties to this provision are Florida Combined Life and the policyholder.

Statement of Work

As a Self-Administered Group with respect to this policy, it is the responsibility of the policyholder to properly enroll its eligible employees for insurance coverage; to accurately collect premium for each employee's coverage; to remit that premium to us, and to maintain all documentation necessary for the administration of the coverages shown on the Schedule of Insurance.

The Policyholder's Obligation

The policyholder agrees to perform, while this policy is in force, the following functions:

1. verify eligibility, as defined under the policy;
2. obtain enrollment documentation for its eligible employees on forms approved and acceptable to us, such documentation to contain sufficient information to establish proof of coverage;
3. forward all enrollment documentation for coverage that requires underwriting approval to us immediately upon receipt and inform employees that coverage is not effective until approved in writing by us;
4. maintain enrollment documentation containing proof of coverage and beneficiary designations and changes thereto;
5. provide us on an annual basis, or as requested, and no less than 60 days prior to the Anniversary Date of the policy a census of all covered persons including the following data:
   a. Full name;
   b. Date of birth;
   c. Gender;
   d. Salary, if coverage is based on salary;
   e. Class or coverage amount by type of coverage;
   f. Occupation, if coverage based on occupation class or for Short Term Disability coverage;
6. remit timely payment of premiums in accordance with the policy's premium provisions;
7. enforce all policy provisions including, but not limited to, guaranteed issue (GI) amount of coverage, if applicable; late enrollee requirements; Eligibility and Effective Date provisions; limits of coverage, and changes in coverage;
8. deliver certificates of insurance to each eligible employee within 30 days of the covered person's effective date of coverage. We reserve the right to review and modify, if necessary, any and all materials pertaining to the benefits provided by us, to ensure accuracy and compliance with the policy, the certificate of insurance, and any applicable federal or state law.

Terms

1. As a Self-Administered Group, the policyholder will cooperate in audits performed by us and will provide all documentation required within the requested time frame. Such audits not to occur more frequently than once per 12-month period.
2. As a Self-Administered Group, the policyholder shall be responsible for proper deductions and administration of payroll functions for benefits that are funded partially or wholly by employees. Failure to deduct the proper amount, the calculation of which is determined by the Premium provisions of the policy, and duties listed in this Section of the policy will in no way increase our liability. We do not retain or exercise the right to direct, control or supervise the policyholder as to the policyholder's procedures for premium collection and reporting.
3. As a Self-Administered Group, the policyholder agrees to make an equitable adjustment of premiums, upon our approval, based on either or both of the following factors:
   a. the amount of premium due based on the covered person's coverage;
   b. the difference between the premium paid and the premium which would have been paid if the covered person's coverage had been correctly stated.
4. As a Self-Administered Group, the policyholder is responsible for compliance with applicable federal and state laws and specifically assumes exclusive responsibility for collection of premiums and the reporting of accurate premiums to us.
5. Enrollment periods and the period of time for any enrollment must be approved in writing by us. Enrollment documentation submitted after such approved enrollment period will require Evidence of Insurability (EOI) on a form acceptable to us, and coverage will not be effective until approved in writing by our Underwriting Department.

Underwriting Approval

The policyholder may not alter, amend or expand the underwriting approval limits specified in the policy or certificate of insurance. All individual applications that require underwriting approval, as identified in item 3 of The Policyholder's Obligations provision above, must receive our written approval before coverage shall become effective.

Records

All enrollments, beneficiary and premium records, and supplies kept by the policyholder relating to this Section of the policy shall be opened for inspection/audit by us or our representative at all reasonable times during the continuance of this policy. All such records and supplies shall be retained until authorization for their destruction is obtained from us.

Assignment

The obligations of the policyholder set out in this Section shall not be assignable, nor may any of its functions or duties be delegated without our prior written consent.

Termination

Either party may terminate self-administration of the policy by providing 30 days written notice to the other party. Notice shall be sent by certified mail and shall be effective upon receipt. The provisions of this Section shall terminate at the end of the month following the expiration of the 30 days.

Notice

Notice required to be given to us under this Section shall be sent to our address Attention: Corporate Document Manager. Notice required to be given under this Section to the policyholder shall be sent to the address shown in our records.

Hold Harmless and Indemnification

As a Self Administered Group, the policyholder shall indemnify and hold harmless Florida Combined Life, its parents, affiliates, officers, directors, agents, successors, assigns and employees against any and all claims, demands and expenses of all kinds made against or incurred by us, resulting from or arising out of any act, negligence or misconduct of the policyholder or any agent, employee or representative of the policyholder in connection with the policyholder's duties hereunder.

Confidentiality

The Financial Services Modernization Act (Gramm-Leach-Bliley Act), hereinafter “GLB” requires that all parties that perform services on behalf of the Insurer and receive nonpublic personal, financial or health information, with respect to any applicant or insured of the Insurer, for use or disclosure during the service performance, are prohibited from disclosing or using such information for any reason other than to carry out the business purposes for which the information was disclosed.

Relationship of the Parties

In regards to this Section of the policy, the relationship between the parties shall be that of independent contractors. The parties further acknowledge that the policyholder is not our agent and shall not hold itself out as such and that the policyholder acts solely on behalf of its employees in the performance of its obligations under this Section of the policy.

Florida Combined Life

An Independent Licensee of the Blue Cross and Blue Shield Association

P.O. Box 45132
JACKSONVILLE, FLORIDA 32232

EMPLOYER ENROLLMENT APPLICATION FOR GROUP SHORT TERM DISABILITY INSURANCE

Check Desired Coverage(s): ☒ Short Term Disability (STD) ☐ Buy-Up Short Term Disability (STD) ☐ Vol. Short Term Disability (VSTD)

SECTION I: To be completed for ALL coverages

1. Legal name of policyholder: CITY OF VENICE **Type of Company** GOVERNMENT	**2. SIC Code** 9199	**3. Tax ID number:** 596000443	**4. Home Office Use-Group #:**
5. Address of Policyholder: 401 W VENICE AVE,	**City:** VENICE	**State:** FL	**Zip Code:** 34285-2006
6. Benefit Contact Person ALAN BULLOCK	**7. Phone Number** 941-486-2628	**8. Email** abullock@ci.venice.fl.us	**9. Fax** 941-483-5966
10. Billing Contact Person MARY ELLIS	**11. Phone Number** 941-486-2626	**12. Email** mellis@venicegov.com	**13. Fax** 941-483-5966
14. Names of subsidiaries, divisions, or affiliates to be covered:	**15. Do you have any employees located in states other than the policyholder's street address?:** ☐Yes ☒No		**16. Effective date:** 12:01 a.m. (Mo/Day/Yr) 01/01/2015
17. First Anniversary Date 2018-01-01	**18. Nature of business:** GENERAL GOVERNMENT, NEC		

19. Class Definitions (if more than one class, definitions must be specific)
(The insurer reserves the right to review and terminate all classes insured under this policy if any class ceases to be covered.)

Class	Description of Class	Waiting Period, If Different
1	1 - All Active Full Time Employees	
2		
3		
4		
5		

20. Is this a replacement of similar coverage? ☒ Yes ☐ No (If yes, attach copy of current policy) ☒ STD ☐ Buy Up STD ☐ VSTD	**21. Termination date of current plan:** (Mo/Day/Yr):12/31/14	**22. Current Insurer's Name: Hartford**
23. Annual Enrollment Period (VSTD only) Requires prior approval by Florida Combined Life (Mo/Day through Mo/Day)	**24. Normal work week for full-time employee is** 37.5 hours. (A normal work week is at least 30 hours)	**25. Basic monthly earnings will include:** ☐ Commissions ☐ Bonuses ☐ Commision/ Bonuses ☐ Other ☒ None **If pay is from commission/bonuses, annual salary will be based on average commissions/bonuses for the prior 1 Year .**

Applicant Group Name (full and complete legal name)	Tax ID Number
CITY OF VENICE	596000443

26. Contributions	STD	Buy-Up	VSTD
Employer contribution	100%		
Employee contribution	0%		
Eligible employees	266		
Enrolled employees			

27. Eligible Waiting Period. (Should an employee enter another class, he will not be eligible for any additional benefits until he has completed a 30-day waiting period and has been actively at work one full day in the new class.)

☒ First of Policy Month following or ☐ Day Following

(a) ☒ completion of 30 days of continuous active work

(b) ☐ hire date

Does Waiting Period apply to employees rehired within 12 months of their termination date? ☐ Yes ☒ No

28. Eligible Waiting Period Applies to:

☒ Future Employees only;

☐ Present & Future Employees only;

29. Rate Guarantee Period

☐ 1 Year

☐ 2 Year

☒ Other

30. Premiums are to be paid:

☒ Monthly ☐ Other

Due Date: ☒ 1st of the month ☐ 15th of the month

31. Billing Method

☒ Self Administration

☐ Billed by Blue Plan

☐ List Bill

32. Changes on benefits will become effective on:

☐ First day of the following month The next anniversary date ☒ The date of change

33. Premium Rates: Flat Rate: Per $10 weekly benefit	STD	Buy-Up STD	VSTD
	$0.14		
Per $100. Monthly covered payroll			

VSTD Age Band Rates	Age	Rate	Age	Rate	Age	Rate
	<25		40-44		60-64	
	25-29		45-49		65+	
	30-34		50-54			
	35-39		55-59			

SECTION II

34. Benefit Calculation

STD: ☒ Total & Partial

Buy-Up: ☐ Total & Partial

VSTD: ☐ Total & Partial

35. Benefit Duration:

STD: ☐ 13 wks ☐ 26 wks ☒ Other

Buy-Up: ☐ 13 wks ☐ 26 wks ☐ Other

VSTD: ☐ 13 wks ☐ 26 wks ☐ Other

36. Elimination Period	STD	Buy-Up STD	VSTD
Accident	☐ 0 Days ☐ 7 Days ☐ 14 Days ☐ 30 Days ☒ Other	☐ 0 Days ☐ 7 Days ☐ 14 Days ☐ 30 Days ☐ Other	☐ 0 Days ☐ 7 Days ☐ 14 Days ☐ 30 Days ☐ Other
Sickness/Injury	☐ 7 Days ☐ 14 Days ☐ 30 Days ☒ Other	☐ 7 Days ☐ 14 Days ☐ 30 Days ☐ Other	☐ 7 Days ☐ 14 Days ☐ 30 Days ☐ Other

37. Pre-Existing Conditions: VSTD only (initial & increases) ☐ 3/6/12 ☐ 3/12 ☐ 6/12 ☐ 12/6/24 ☐ 12/12

38. Amount of Insurance	STD	Buy-Up STD	VSTD
Benefit Percentage:	☐ 50% ☒ 60% ☐ 66 2/3% ☐ 70%	☐ 50% ☐ 60% ☐ 66 2/3% ☐ 70%	☐ 40% ☐ 50% ☐ 55% ☐ 60% ☐ 70%

Applicant Group Name (full and complete legal name) CITY OF VENICE		Tax ID Number 596000443
39. Maximum weekly amount:	1200 (based on 7 day work week)	(based on 7 day work week)
40. Minimum weekly amount:	50	

41. Reduction &Termination: For VSTD Benefit reduction due to age will be effective on the anniversary following the insured's birthday. Benefits reduce to 66 2/3% at age 65, and terminate at age 70 or upon retirement, whichever occurs first. Not applicable to policy forms 50623-0606 and 50619-0606 or to certificate forms 50624-0606 and 50620-0606

42. W-2 Service Options:

☒ **Option 1: Withhold federal income taxes and the employee's portion of FICA. Prepare and file W-2 Forms.**

☐ **Option 2: Withhold federal income taxes and the employee's portion of FICA. Policyholder waives W-2 Forms services.**

☐ **Option 3: Waive all options.**

A detailed description of the W-2 services elected by policyholder pursuant to this application will be sent to the policyholder by mail. Such services will be performed in accordance with the above election and established standard procedures.

SECTION III: To be completed for ALL coverages

43. Special Remarks:FT hours - 37.5 hours, except elected officials which have no minimum hour requirement.

FRAUD NOTICE: 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.

The applicant hereby certifies that the information contained in this application, including any attachment to it, is true and complete. The applicant understands that Florida Combined Life Insurance Company, Inc. (FCL), relies upon such information in considering or accepting this application, which will become part of the contract. If the policy is issued, it will be binding on you and us. It is also agreed that no insurance will become effective until approved by FCL. **(Please print, except where signature is requested.)**

The undersigned employer and/or authorized representative certify to the best of their knowledge, replacement ☐ is ☒ is not involved at this time.

For (Name of Applicant): CITY OF VENICE	Group Representative: ROBIN MACDONALD	Licensed Agent (FL.) ~~(If none put N/A)~~ **JAMES DAVIS** N/A
By and Title: ALAN BULLOCK DIRECTOR OF ADMINISTRATION	Group Representative Code: I02	License # (Social Security #/Federal tax ID): 3325-002 N/A
Signature:	Group Representative Signature:	Licensed Agent Signature:
Signature of Witness:	Dated at:	Date: 11/24/24