



TEXAS LIFE & HEALTH
INSURANCE GUARANTY ASSOCIATION

PLAN OF OPERATION
Amended and Restated April 22, 2014

Section 1. General.

- (a) The Texas Life and Health Insurance Guaranty Association is a non-profit legal entity created by Chapter 463, Texas Insurance Code, as amended, or its successor law or act.
- (b) This Plan of Operation of the Association is adopted pursuant to the requirements of the Act, and supersedes any prior Plan of Operation. This Plan of Operation, and any amendments to this Plan shall be adopted and become effective as provided in the Act, and shall govern the Association and its operations. Provisions of the Act which are not expressly stated in this Plan are incorporated in this Plan by reference.
- (c) A copy of this Plan of Operation shall be available for inspection at the office of the Association during normal business hours, and a copy shall be provided upon request.

Section 2. Definitions.

In this plan:

"Act" means the Texas Life and Health Insurance Guaranty Association Act (Chapter 463, Texas Insurance Code, or its successor law or act).

"Association" means the Texas Life and Health Insurance Guaranty Association.

"Board" means the Board of Directors of the Texas Life and Health Insurance Guaranty Association.

"Commissioner" means the Commissioner of Insurance of the Texas Department of Insurance (TDI).

"designated official" shall mean and include any member of the Board, any officer (including, but not limited to, the Executive Director), and any employee of the Association.

"Expenses", for the purposes of Section 8 only, shall include, but shall not be limited to, attorney's fees, court costs, costs of settlement, and reasonable expenses.

"Member insurer" means any insurer licensed or that holds a certificate of authority to transact in this state any kind of insurance for which coverage is provided under Section 463.202 of the Act, and pursuant to Section 463.052 of the Act includes any insurer whose license or certificate of authority in this state may have been suspended, revoked, not renewed, or voluntarily withdrawn, including a mutual assessment corporation, a local mutual association, a statewide



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mutual assessment company, and a stipulated premium company licensed to do business in this state, but does not include:

1. a health maintenance organization;
2. a fraternal benefit society;
3. a mandatory state pooling plan;
4. an insurance exchange;
5. an organization that is only licensed to issue charitable gift annuities; or
6. any entity similar to any of those described by Subdivisions 1-5 of this subsection.

"Official capacity" shall mean (A) when used with respect to a member of the Board, the office of member of the Board of Directors of the Association, (B) when used in respect to a person other than a member of the Board, an elective or appointive office with the Association held by such person or the employment relationship undertaken by such person on behalf of the Association; provided, however, that in all cases, the meaning of such term shall include service for any enterprise performed at the request of the Association.

"Plan" means this Plan of Operation.

"Proceeding" shall mean and include any threatened, pending, or completed action, suit, or similar proceeding relating to the business of the Association, whether civil, criminal, administrative, arbitral, or investigative, or any appeal in such an action, suit, or proceeding relating to the business of the Association; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

Any additional definitions provided in the Act apply to this plan.

Section 3. Association.

(a) Membership.

1. The membership of the Association is composed of member insurers.
2. All member insurers shall be and remain members of the Association as a condition of their authority to transact insurance in this state.
3. Member insurers shall comply with this Plan and the Act. Failure to comply shall subject a member insurer to sanctions as provided in the Act and the Texas Insurance Code.
4. The powers and duties of the Association are as set forth in this Plan and more fully set forth in the Act.



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(b) General Powers.

In addition to other powers provided in this Plan, the Association may:

1. employ, retain and contract with those persons who are necessary to handle contractual obligations and perform other functions and duties of the Association;
2. borrow funds necessary to implement the Act;
3. sue or be sued and may, when necessary, employ or retain legal counsel;
4. negotiate and become a party to contracts as necessary to implement the provisions of the Act; and
5. perform such other acts expressly authorized or required by the Act or this Plan or that may be necessary and proper to carry out its powers and duties.

(c) Powers of Insurance Company.

The Association may exercise, for the purposes of the Act and to the extent approved by the commissioner, the powers of a domestic life, accident, health, or hospital service insurer, but the Association may not issue insurance policies or annuity contracts other than those issued to perform its obligations under the Act.

Section 4. Communication and Cooperation.

The Board shall communicate and work with the Commissioner and the special deputy receivers to carry out their respective powers and duties as provided in the Act, this Plan, and Chapter 443 Texas Insurance Code, as amended, or its successor.

Section 5. Board of Directors.

(a) Composition.

1. The Association is governed by a Board of Directors composed of nine persons appointed by the Commissioner as provided by the Act.
2. The Association shall exercise and carry out its powers and duties through its Board of Directors.

(b) Officers.

1. The Board shall elect from its membership a Chairperson, a Vice-Chairperson, a Secretary-Treasurer or a Secretary and a Treasurer, and any



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such other officers of the Board as it deems necessary. At least one officer must be a public member.

2. The Chairperson shall preside at all meetings of the Board and perform such other duties as may be prescribed by the Board. When the Chairperson is absent from a meeting, is unable to act, or refuses to act, the Vice-Chairperson shall perform the duties of the Chairperson.
3. The term of office for each officer of the Board shall be one year, coinciding with the fiscal year of the Association, or until a successor is elected and qualified.

(c) General Duties and Authority.

1. The Board shall carry out the duties required by the Act and may exercise the powers authorized by the Act. Except as limited by the Act, the Board may exercise its powers and carry out its duties through its Executive Director or other persons designated by the Board. The Board may take such actions as are necessary to exercise the powers and carry out the duties provided in the Act and in this Plan. The Executive Director or any designee of the Board, to the extent authorized by the Board, may take such actions as necessary to exercise the powers and carry out the duties provided in the Act and this Plan.
2. At any meeting the Board may adopt or amend Bylaws providing for such matters as officers, employees, meetings, notices, voting, and other matters deemed appropriate and which are not inconsistent with this Plan or the Act.

(d) Meetings.

1. Regular meetings.

(A) Meetings. The Board shall hold a regular meeting each quarter at the Association offices in Austin, Texas, unless the notice of said meeting designates otherwise. Any meeting site other than the Association offices or any teleconference meeting shall be held as provided in the Bylaws.

(B) At each regular meeting, the Board may take any action permitted by law.

2. Special Meetings.

Special meetings of the Board may be called and held and special meeting notices shall be given as provided in the Association's Bylaws.



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3. Quorum.

The presence of at least a majority of the directors holding such office on the date of a meeting of the Board of Directors shall constitute a quorum for the transaction of business at such meeting.

4. Telephonic, Videoconference or Similar Telecommunication Meetings.

(A) In accordance with Chapters 463.059 and 463.102 (a)(1)(C) of the Act, and notwithstanding Chapter 551 of the Texas Government Code, or any other law, the Board or a Committee of the Board may meet by telephone conference call, videoconference, or other similar telecommunication method if immediate action is required and convening a quorum of the Board or Committee of the Board at a single location is not reasonable or practical. A Board or Committee Member who is unable to attend a meeting in person and who is participating in a Board or Committee meeting by telephone conference call, videoconference, or other similar telecommunication method may be counted to establish a quorum and may vote

(B) A meeting held by telephone conference call, videoconference, or similar telecommunication method:

(1) is subject to the notice requirements applicable to other meetings;

(2) the notice of the meeting must specify that the location of the meeting is the location at which meetings of the Board and Committees of the Board are usually held;

(3) each part of the meeting that must be open to the public must be audible to the public at the location specified in the notice under (2) above;

(4) two-way audio communication between all members of the Board or Committee Members attending the meeting must be provided during the entire meeting, and if the two-way audio communication is disrupted so that a quorum of the Board or Committee is no longer participating in the meeting, the meeting may not continue until the two-way audio communication is reestablished;

(5) an audio or digital recording of the meeting must be made in accordance with the Association's Bylaws. The recording of the open portion of the meeting must be made available to the public; and



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(6) a vote during the meeting must be taken in such a manner that the vote of each member is audible and may be verified as the vote of the member.

(e) Expenses.

1. Members of the Board may be reimbursed from the assets of the Association for expenses incurred by them as members of the Board.
2. Each member of the Board is entitled to receive reimbursement for amounts actually spent in performing duties as a member of the Board.
3. Before a member of the Board is reimbursed for his or her expenses, the member of the Board must submit to the Executive Director a statement of expenses on a form approved by the Board.
4. The Board shall adopt a form for and procedures to be followed in reimbursing expenses.
5. Members of the Board shall not otherwise be compensated by the Association for their services.

Section 6. Executive Director and Other Officers.

- (a) The Board may select an Executive Director to serve at the pleasure of the Board. The Board may delegate to the Executive Director any powers and duties stated in the Act or in this Plan except for its assessment authority and its authority to borrow money.
- (b) The Board may select an Assistant Executive Director and other officers who are necessary to carry out the Act and this Plan.

Section 7. Operations.

(a) General.

1. The official address of the Association is the address of the main office of the Association in Travis County, Texas.
2. The fiscal year of the Association is the calendar year.



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(b) Assets, Deposits, and Investment Policy.

1. Investment objectives. All investments of the Association shall meet the following objectives listed in order of priority: (i) assuring maximum safety of funds invested and preservation of principal; (ii) maintaining sufficient liquidity to meet the Association's anticipated cash flow needs, including but not limited to marketability of the investment; and (iii) achieving the highest possible yield, net of any fees or early liquidation penalties. The Association shall attempt to match the maturity of its investments with its known and projected obligations. Association management shall report to the Board at the Board's regular quarterly meetings regarding the Association's investments.
2. Permitted Investment Entities. The Association may open and maintain accounts for funds of the Association in banks, savings and loan associations, other financial institutions, and the Texas Treasury Safekeeping Trust Company. Except for the Texas Treasury Safekeeping Trust Company, funds maintained in these financial institutions must be insured by a federal agency that provides for deposit insurance, or SIPC or a similar entity, and all investments must be in accordance with this policy.
3. Diversification, Limits, and Maturities. At all times the Association shall hold investments through at least two different entities or affiliates. Limits on particular types of investments, limits on investments per entity, and maturities of investments shall be determined by Association management and reviewed quarterly by the Board, taking into account the benefits, costs, and risks of holding investments in multiple entities and accounts.
4. Permitted Investments. Permitted investments may be made directly or through mutual funds, so long as all assets of the mutual fund meet the requirements for a permitted investment.

Investments not Requiring Board Approval. Funds of the Association may be invested and reinvested by the authorized representative of the Board, without prior Board approval in:

(i) bonds, notes, securities or other direct obligations of the United States that are supported by the full faith and credit of the United States or that are guaranteed as to principal and interest by the United States.

Investments Requiring Board Approval. Funds of the Association may be invested and reinvested by the authorized representative of the Board with prior unanimous Board approval:

(ii) Letters of credit of the United States;

(iii) Obligations, including letters of credit, of agencies or instrumentalities of the United States;



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- (iv) Other obligations if the principal and interest are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies and instrumentalities;
- (v) Certificates of deposit and share certificates if each certificate is issued by a depository institution that has a main branch or branch office in the State of Texas, is guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor) or the National Credit Union Share Insurance Fund (or its successor), and is secured by the obligations permitted in 29.507(b)(4)(i-iv).
- (vi) Participation in the Certificate of Deposit Account Registry Service ("CDARS") through a CDARS network member that arranges for the deposit of funds in certificates of deposits in one of more federally insured depository institutions. The full amount of each of the certificates of deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor).
5. Prohibited Investments. The Association shall not invest in any investments not specifically identified and authorized in this policy.
 6. Settlement. The settlement of all transactions, except for investment pool funds and mutual funds, shall be on a delivery versus payment basis.
 7. In-kind Distributions from Receiverships. The Association may hold non-cash assets it receives as a distribution from a receivership estate in the form the asset is delivered without violating this investment policy. The Board shall approve all such distributions prior to delivery or distribution to the Association, and shall approve liquidation of such assets.
 8. Authority. The Board may delegate deposit and withdrawal authority relating to its accounts to specified Association officers and employees and shall require those officers and employees to be covered by appropriate bonds or insurance. Money may be withdrawn from any of the Association accounts. Signatures of at least two persons authorized by the Board shall be required on any withdrawals and transfers to accounts of third parties. Withdrawals or transfers between Association accounts shall require the written approval of the Association Executive Director and Chief Financial Officer.
 9. Accounts. All assets of the Association deposited in accounts under this policy shall be deposited in the name of the Association and all other assets of the Association must be owned or held in the name of the Association. An up-to-date, current inventory of the assets of the Association, describing the type and location of assets, shall be kept as a part of the financial records of the Association, properly accounting for the cost or value of the assets and



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their depreciation, if any. The Board, from time to time may establish any additional procedures consistent with the Act for the handling of any assets of the Association.

10. **Records.** A record of all assets and deposits of the Association and all financial transactions of the Association, its agents, and the Board relating to the Association and documentation relating to all such assets, deposits, and transactions shall be made and maintained by the Association in accordance with generally accepted accounting standards.
11. **Investment Income.** Income from the investment of any of the funds of the Association shall be allocated to the member insolvency to which it relates unless (i) there are no current or future projected claims or expense obligations related to that member insolvency, (ii) the amount of investment income is so small that it is impractical to allocate it to the member insolvency to which it relates, or (iii) it is otherwise impractical to allocate the investment income to the member insolvency to which it relates, then the investment income shall be allocated or transferred to the Association's administrative account. Investment income earned on the administrative account shall be allocated to the administrative account.
12. **Administrative Account.** The Association may use funds in the administrative account to pay (i) administrative costs that are not recoverable from any member insolvency receivership estate, (ii) administrative expenses and policy obligations for receiverships of small member insurers in which assessment is not cost effective because the anticipated expenses and claims obligations render assessment imprudent or impractical, (iii) administrative expenses attributable to monitoring and other pre-impairment activities for member insurers if the member insurer is never actually declared insolvent or impaired so as to activate payment of policy obligations by the Association, (iv) other general expenses of the Association, and (v) other expenses not prohibited by law as authorized by the Board.

(c) **Assessments.**

1. The Association shall assess member insurers for funds necessary to carry out the powers and duties of the Association.
2. Assessments shall be made, collected, and handled in the manner provided in the Act and this Plan.
3. An assessment is due not later than the 30th day after the date on which a written notice is given to a member insurer.



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4. Assessments shall be divided as to class and computed as provided by Sections 463.152 and 463.153 of the Act.
5. Assessments for funds to meet the requirements of the Association with respect to an insolvent or impaired insurer may not be made until necessary to implement the purposes of the Act.
6. If at any time the Board of Directors determines that the balance of cash accumulated from investment earnings, asset distributions from the estate and recoveries from other sources, which together with funds received from assessments against member companies related to a specific estate exceed the amount necessary to extinguish the obligations of the Association related to the specific estate, the Board of Directors may make refunds of the excess amount to member insurers. Refunds to members shall be in proportion to the contributions of each member insurer to the total assessment(s) collected related to the specific insolvency. Refunds may be made by a direct disbursement to each member or by crediting the excess against future assessments. The Board of Directors shall determine which refund method to use on a case-by-case basis. Specific provisions for refunds shall be detailed in the Association's Policy and Procedures Manual.

(d) Records.

Records of the Association shall be maintained at the Association's offices (or at secure off-site storage at the direction of the Board of Directors), including records of financial transactions, records concerning agents, and records concerning the Board of Directors.

Section 8. Indemnification.

(a) Indemnification Against Liability.

1. Subject to and in accordance with the terms of this section, the Association shall indemnify a designated official who was, is, or is threatened to be made a named defendant or respondent in a proceeding as a result of his or her official capacity against judgments, penalties (including, but not limited to, excise and similar taxes), fines, and settlements actually incurred by such person in connection with such proceeding.
2. A designated official shall be indemnified by the Association under Subdivision (1) of this subsection if it is determined in accordance with subsection (c) of this section that such person (A) conducted himself in good faith; (B) reasonably believed that his or her conduct in his or her capacity as a designated official was in the Association's best interests; (C) in all other cases, that his or her conduct was at least not opposed to the Association's



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best interest; and (D) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

3. A designated official may not be indemnified under Subdivision (1) of this Subsection in respect of a proceeding in which such person is found liable on the basis that material personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in such person's official capacity, or in which such person is found liable to the Association.
4. The termination of a proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that a designated official did not meet the requirements set forth in this subsection.
5. A designated official shall be deemed to have been found liable in respect of any claim, issue, or matter only after such person shall have been so adjudged by a court of competent jurisdiction and after exhaustion of all appeals therefrom.
6. If, upon application by a designated official, a court of competent jurisdiction determines, after giving any notice the court considers necessary, that such person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not such person has met the requirements or has been found liable in the circumstances set forth in this subsection, the court may order the indemnification that the court determines is proper and equitable and, in addition, may award to such person expenses incurred in securing the indemnification. The Association shall pay any court-ordered indemnification.

(b) Indemnification Against Expenses.

1. Subject to and in accordance with the terms of this section, the Association shall indemnify a designated official who was, is, or is threatened to be made a named defendant or respondent in a proceeding as a result of his or her official capacity against reasonable expenses actually incurred by such person in connection with such proceeding. Indemnification shall not be made in respect of any proceeding in which such person shall have been found liable for willful or intentional misconduct in the performance of his or her duty to the Association.
2. Determinations as to whether the indemnification under this subsection is permissible and as to reasonableness of expenses must be made in the manner provided in Subsection (c) of this section, except that, if the determination as to whether indemnification is permissible is made by special legal counsel, the determination as to reasonableness of expenses



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must be made in the manner specified by Subsection (c) of this section for the selection of special legal counsel.

3. If, in a suit for the indemnification required by Subsection (b)1(A) of this section, a court of competent jurisdiction determines that a designated official is entitled to indemnification under such section, the court shall order indemnification and shall award to such person the expenses incurred in securing the indemnification.
4. Notwithstanding any other provision of this section, the Association shall pay or reimburse expenses incurred by a designated official in connection with his or her appearance as a witness or other participation in a proceeding at a time when such person is not a named defendant or respondent in the proceeding.

(c) Procedure For Making Required Determinations.

Any determination as to whether indemnification is permissible and as to reasonableness of expenses under either Subsection (a) or Subsection (b) of this section must be made:

1. by a majority vote of a quorum consisting of Board members who at the time of the vote are not named defendants or respondents in the proceeding;
2. if such a quorum can not be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all members of the Board, consisting solely of two or more members of the Board who at the time of the vote are not named defendants or respondents in the proceeding; or
3. by special legal counsel selected by the Board or a committee of the Board by vote as set forth in subdivision Subsection (1) or (2) of this subsection, or, if such a quorum can not be obtained and such a committee can not be established, by a majority vote of all members of the Board.

(d) Payment of Expenses in Advance.

Reasonable expenses incurred by a designated official who was, is, or is threatened to be made a named defendant or respondent in a proceeding as a result of his or her official capacity shall be paid or reimbursed by the Association in advance of the final disposition of such proceeding and without the determination specified in Subsections (a) and (b) of this section, but only after the Association receives a written affirmation by such person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this section and a written undertaking by or on behalf of such person to repay the amount paid or reimbursed if it is ultimately determined that he or she has not met that standard or



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if it is ultimately determined that indemnification of such person against expenses incurred by him or her in connection with such proceeding is prohibited under this section. The written undertaking required by this subsection must be an unlimited general obligation of such designated official but need not be secured, and shall be accepted without reference to financial ability to make repayment.

(e) Nonexclusivity.

The rights to indemnification provided by this section shall be cumulative in nature, and shall not be construed to be exclusive of or replace any other rights to which a designated official may be entitled by virtue of statute, regulation, application, or operation of principles of law or equity, or otherwise. This section is intended to supplement the provisions of Section 463.005 of the Act relating to immunity, and shall not be construed to replace, limit, restrict, modify, or otherwise affect such provisions. It is intended that the indemnification and payment of expenses in advance provided under Section 8 for the benefit of any designated official shall not be less than the maximum indemnification and payment of expenses in advance allowed under Texas law, and that Section 8 be broadly interpreted and construed with the objective of fulfilling this intention.

(f) Indemnification of Third Parties.

The Association may, but shall not be required to, indemnify and advance expenses to any member insurer, designated servicing facility, person (other than a designated official) to whom powers and duties of the Board are delegated pursuant to the Act, agent (other than a designated official) of the Association, third party (other than a designated official) acting on behalf and at the request of the Association, or person (other than a designated official) who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of a foreign or domestic corporation, partnership, joint venture, sole partnership, trust, employee benefit plan, or other enterprise, as deemed appropriate by the Board pay or advance expenses to designated officials under this section. Any such grant delivered of indemnification shall be evidenced by a written instrument executed and delivered on behalf of the Association by a duly authorized representative thereof. Nothing contained elsewhere in this section shall restrict or limit or shall be construed to restrict or limit in any way, the power and authority of the Association to grant indemnification and advance expenses in accordance with this subsection.

(g) Insurance and Other Arrangements.

The Association may, but shall not be required to, purchase or maintain insurance or another arrangement on behalf of any designated official or any other person or entity described in Subsection (f) of this section against any liability asserted against such person or entity, whether or not the Association would have the power to indemnify such person or entity against such liability under this section. Without



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limiting the power of the Association to procure or maintain any kind of insurance or other arrangement pursuant to this subsection, the Association may:

1. create a trust fund;
2. establish any form of self-insurance;
3. secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or
4. establish a letter of credit, guaranty, or surety arrangement.

Any such insurance or other arrangement may be procured, maintained or established within the Association or from or with any insurer or other person or entity deemed appropriate by the Board, regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud the judgment of the Board as to the terms and conditions of any such insurance or other arrangement and the identity of the insurer or other person providing or participating in same shall be conclusive, and such insurance or other arrangement shall not be voidable and shall not subject the members of the Board approving same to liability on any ground, regardless of whether members of the Board participating in such approval are or may be beneficiaries of such insurance or other arrangement.

(h) Notice of Indemnification

The Executive Director shall give written notice to each Board member of an indemnification or payment or advance of expenses under this section, which notice shall be given not less than 10 days prior to such indemnification or payment or advance of expenses.

(i) Continuation of Indemnification and Payment of Expenses in Advance

A designated official entitled to indemnification and payment of expenses in advance under Section 8 shall continue to be entitled to such indemnification and payment of expenses in advance after such person has ceased to be a designated official. Any indemnification and payment of expenses in advance to which a person is entitled under Section 8 shall inure to his or her heirs, executors, and administrators.

(j) The rights afforded to any designated official, heir, executor, and administrator under Section 8, shall be deemed to be contract rights flowing to such designated official, heir, executor, and administrator, and shall not be adversely affected by any subsequent modification to this Plan of Operations.

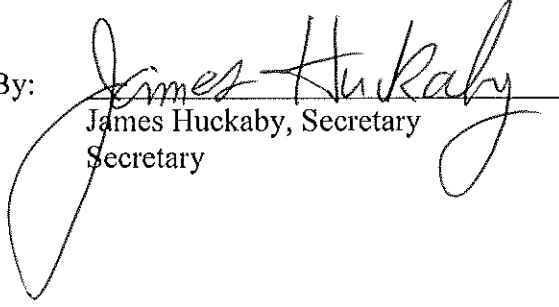


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Amended and Restated Plan of Operation of the
Texas Life and Health Insurance Guaranty Association

Adopted by Association Board on April 22, 2014

By:


James Huckaby, Secretary
Secretary

Date:

7-28-2015