



Elips Life US Insurance Company  
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**CERTIFICATE OF INSURANCE  
GROUP TERM LIFE, DEPENDENT LIFE  
and ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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Policyholder: Brotherhood of Locomotive Engineers and Trainmen  
Participating Employer: UP Northern Region GCA  
Policy Number: 101982108  
Effective Date: November 1, 2019  
State of Issue: Illinois

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This Certificate is a part of the Policy and replaces any other Certificate that We may have issued to the Policyholder. You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate.

**READ THIS CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.**

**IF AN ACCELERATED DEATH BENEFIT IS PAID, THE DEATH BENEFIT AND ANY APPLICABLE PREMIUM PAYMENTS WILL BE REDUCED. YOU SHOULD SEEK ADDITIONAL INFORMATION FROM YOUR PERSONAL TAX ADVISOR ABOUT THE TAX STATUS OF THE ACCELERATED DEATH BENEFIT PAYMENT**

If the terms and provisions of the Certificate differ from the Policy, the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy but shall not be less than those stated in this Certificate. You may inspect a copy of the Policy upon request to the Policyholder.

The Policy and Certificate are delivered in and governed by the laws of the State of Issue.

For purposes of Effective Dates and ending dates under the Policy and Certificate, all days begin at 12:00 A.M and end at 11:59 PM, local time, at the Policyholder's place of business.

Eric Herbelin  
President

Elissa Kenny  
Secretary

**NON-PARTICIPATING**

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## SCHEDULE OF INSURANCE

This Schedule of Insurance (“SCHEDULE”) is a brief overview of Your benefits in the event of Your death or any other covered loss. These benefits are described further in the Certificate, along with other important information about Your coverage.

Defined terms are capitalized when used throughout this Certificate and can be located in the Definitions sections of the Certificate.

**Policyholder:** Brotherhood of Locomotive Engineers and Trainmen  
**Participating Employer** UP Northern Region GCA  
**Policy Number:** 101982108  
**Policy Effective Date:** November 1, 2019  
**Eligible Class:** All Members in Active Employment with the Participating Employer  
**Employment Requirements:** 20 hours weekly

**Waiting Period:**

**Insureds Active on or before the Policy Effective Date**

If You are in an Eligible Class on or before the Policy Effective Date, You will be eligible for coverage on the Policy Effective Date.

**Insureds Active after the Policy Effective Date**

If You enter an Eligible Class after the Policy Effective Date, You will be eligible for coverage on the first day of the month following or coinciding with the date You enter into an Eligible Class.

**Cost of Coverage:** You pay the cost of Your coverage.

**Policy Benefits:** Group Term Life, Accidental Death and Dismemberment, Dependent Life

Benefit	Benefit Amount
Member Life	The amount elected by You. Elected in \$10,000 increments up to a maximum of \$500,000.
Spouse Life	The amount elected by You. Elected in \$5,000 increments up to a maximum of \$250,000*.  *The Spouse amount cannot exceed 50% of the Insured amount
Child Group Life	\$15,000
Accidental Death and Dismemberment	The amount elected by You. Elected in \$10,000 increments up to a maximum of \$500,000.
Spouse Accidental Death and Dismemberment	The amount elected by You. Elected in \$5,000 increments up to a maximum of \$250,000.

**Benefit Reduction Schedule**

Life and Accidental Death and Dismemberment Benefits reduce to 50% of the original amount at age 70.  
 Spouse coverage terminates at age 70.

## Guarantee Issue

If a Covered Person is eligible for any amount in excess of the Guarantee Issue amount shown below, the Covered Person must furnish Evidence of Insurability, which is subject to Our approval.

<b>Benefit</b>	<b>Guarantee Issue Amount</b>
Member Life	\$200,000
Spouse Life	\$25,000
Dependent Child Life	All Amounts Guarantee Issue

You may increase Your or Your Spouse Group Term Life amount of coverage at each Annual Enrollment by one increment without Evidence of Insurability.

<b>Term Life Features</b>	
<b>Features</b>	<b>Benefit Feature Amount</b>
Accelerated Death Benefits: For You and Your Dependents	75% up to \$500,000
Portability Option: For You and Your Dependents	Included
Conversion Option: For You and Your Dependents	Included

<b>Accidental Death and Dismemberment Features</b>	
<b>Features</b>	<b>Benefit Feature Amount</b>
AD&D Exposure and Disappearance Benefit: For You and Your Dependents	AD&D benefit payable after 1 year of accidental disappearance
AD&D Repatriation Benefit: For You and Your Dependents	\$2,000
AD&D Safety Equipment Benefit: For You and Your Dependents	Seat Belt: \$10,000 Air Bag: \$10,000
AD&D Special Education Benefit: For You and Your Dependents	\$3,000 per year for 4 years

## DEFINITIONS

When used in this Certificate, capitalized terms have the following meanings:

**Accident** means an unforeseen occurrence which results in an Accidental Bodily Injury and occurs while this Certificate is in force and is not excluded in this Certificate.

**Accidental Bodily Injury** means an Injury or Injuries for which Treatment is received. The Injury or Injuries must be sustained by a Covered Person and must be the direct cause of the loss. All such Injuries, with any complications and any recurrences of complications arising from any one Accident, will be deemed to be a single Injury. Such Injury or Injuries must occur while this Certificate is in force.

**Active Employment** means You are working for a Participating Employer for earnings that are paid regularly and that You are performing the Material and Substantial Duties of Your Own Occupation. You must be working at least the minimum number of hours as described under the Minimum Hours Requirement in the SCHEDULE.

To be in Active Employment, Your work site must be:

- The Participating Employer's usual place of business; or
- An alternative work site at the direction of The Participating Employer, including Your home; or
- A location to which Your job requires You to travel.

We will consider You to be in Active Employment on weekends, holidays, and vacations if You were in Active Employment on the last scheduled work day immediately prior to such time off.

**Annual Enrollment** means the event where You may enroll in coverage. Any amounts exceeding the inforce Guarantee Issue amount will be subject to satisfactory Evidence of Insurability.

**Annual Enrollment Period** means the period of time requested by the Policyholder and accepted by Us.

**Application** means the document completed to request the plan of insurance applied for.

**Beneficiary** means the person or entity You choose to receive Your life insurance benefits at Your death in accordance with the beneficiary provisions of the Certificate. You may not designate the Policyholder or Participating Employer as Your Beneficiary.

**Certificate** means this document prepared by Us which describes the Covered Person's benefits and rights under this Policy, and includes any riders, endorsements, amendments, applications, notices or other attachments to the Certificate.

**Child or Dependent Child or Children** means any of Your children of a civil union, domestic partnership, marriage, or other family or domestic relationship where required by law of the state where the Policy is issued or other Children whose lives the Your or Your Insured Spouse has an insurable interest who is under the age of 26.

Child also includes a disabled Child, as defined in the Continuation of Coverage for a Disabled Child section, insured under this Policy before reaching the age of 26.

**Confined Elsewhere** means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

**Contributory** means You pay part or all of the cost for Your and Your Dependent's coverage.

**Covered Accident** means an Accident occurring while this Policy is in force, resulting in death or Injury subject to the Exclusions and Limitations of this Policy.

**Covered Person** means an eligible Insured or the Insured's Dependents whose insurance coverage has become and remains effective under all the conditions and provisions of the Policy.

**Dependent** means any Person who is Your Spouse or Your Child.

A Dependent is not a Person:

1. also insured as an Insured under this Policy;
2. also insured as a Dependent of another Insured under this Policy.

**Effective Date** means the date the Policy provides coverage for members of an Eligible Class.

**Eligibility Date** means the date or dates an Insured in an Eligible Class become eligible for insurance under this Policy. Classes eligible for insurance are shown in the SCHEDULE.

**Eligible Class** means the group(s) of Insureds who have met the criteria selected by the Policyholder for eligibility for coverage under this Policy.

**Employee** means any Person who is:

1. Directly employed in the normal business of the Participating Employer; and
2. Paid for services by the Participating Employer; and
3. In Active Employment for the Participating Employer.

**Enrollment Form** means the paper, electronic or telephonic media used to enroll in Your benefits under this Policy and which is consistent with applicable law and has been approved by Us.

**Evidence of Insurability (EOI)** means a statement of Your health and medical history, which will be used to determine if You will be approved for coverage or an increase in coverage.

**Family and Medical Leave of Absence** means a Leave of Absence for:

1. The birth, adoption or foster care of a Child;
2. The care of Your Child, Spouse or parent who has a serious health condition; or
3. Your own serious health condition;

As those terms are defined by the Family and Medical Leave Act of 1993 as amended, or by applicable state law.

**Family or Family Member** means a person who is a parent, Spouse, Child, sibling, grandparent, grandchild, step-child, step-parent, step-sister, step-brother, father-in-law, or mother-in-law of the Covered Person.

**Full-Time** means Active Employment for a Participating Employer as indicated in the SCHEDULE for Full-Time employment.

**Guarantee Issue** means the maximum amount of insurance available under this Policy without Evidence of Insurability.

**Home Office** means the principal office of Elips Life Insurance Company in Schaumburg, Illinois or authorized agencies.

**Hospital** means a facility supervised by one or more Physicians which is licensed, accredited and operated under state and local laws. It must have 24-hour nursing service by registered graduate nurses. It may specialize in treating alcoholism, drug addiction, chemical dependency or mental disease, but it cannot be a rest home, convalescent home or home for the aged.

**Hospital Confined and Hospital Confinement** means staying in a hospital as a registered inpatient for at least 24 hours.

**Illness** means a disease of the mind or body which results in a covered loss while insurance for the Covered Person is in force under the Policy.

**Injury or Injuries** means bodily injury resulting from an Accident, independent of disease or Sickness, and not related to any other cause.

**Insured** means the eligible Member who applied for and to whom coverage under this Policy is issued.

**Intoxicated or Intoxication** means the Covered Person's normal capacity to act or reason is inhibited by alcohol or any drug sedative, hallucinogen, controlled substance or narcotic, unless administered by a Physician and taken according to the Physician's instructions and as determined by the laws of the jurisdiction in which the incident occurred. Conviction is not necessary for a determination of being intoxicated.

**Irrevocable Beneficiary** means a named Beneficiary whose rights to the life insurance proceeds are vested and whose rights cannot be cancelled unless the irrevocable beneficiary consents.

**Job or Jobs** means the Job that a Covered Person was performing on the day prior to the Covered Person's loss.

**Layoff or Leave of Absence** means a temporary absence from Active Employment that has been agreed to and approved by Participating Employer for a specified period of time. Normal vacation time, weekends, holidays and periods of Disability are not considered a Layoff or Leave of Absence.

**Material Duties** means the set of tasks or skills generally required by employers from those engaged in an occupation. We will consider one material duty of Your occupation to be the ability to work for the Participating Employer as defined in the Policy.

**Mental Illness or Mental Infirmity** means Disability caused by a contributed to by psychiatric or psychological conditions regardless of cause, and includes:

1. Schizophrenia;
2. Depression;
3. Manic depressive or bipolar illness;
4. Anxiety;
5. Personality disorders;
6. Adjustment disorders; and
7. Other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.

**Motor Vehicle or Motorized Vehicle** means a vehicle (such as a car, truck or motorcycle) that is powered by an engine.

**Occupation** means a group of Jobs or related Jobs:

1. In which a common set of tasks are performed; or
2. Which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions or worker characteristics.

**Participating Employer** means any individual employer who is a signatory to an applicable collective bargaining agreement with a union that requires contributions on behalf of its bargaining unit members to the health and welfare benefit plan established by the Policyholder.

**Participation**, with respect to Riot or Act of Terrorism, means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in such actions. It does not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including but not limited to police officers and fire personnel.

**Physician** means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery, or a person with a doctoral degree in Psychology (Ph. D or Psy.D) whose primary practice is treating patients. This includes a person whom We are required to recognize as a Physician by the laws or regulations of the governing jurisdiction. However, neither You nor an Immediate Family Member will be considered a Physician.

**Plan** means the insurance provided for the Covered Person as outlined in the Policy and Certificates of Insurance.

**Policy** means the instrument by which the benefits under the Plan are approved and issued to the Policyholder, including any riders, endorsements or amendments, notices and other attachments to the Policy.

**Policy Anniversary** means the specified period of time (such as one year) following the Effective Date of the Policy, and each subsequent period.

**Policy Month** means the month in which the coverage became effective. The first Policy Month begins on the Effective Date of the Policy. Subsequent Policy Months will begin on the same day of each following calendar month.

**Policyholder** means the entity to which the Policy is issued.

**Premium** means the amount charged for insurance provided under this Policy.

**Private Passenger Motor Vehicle or Motorized Vehicle** means an individually owned Motor Vehicle that is not for hire, for rent or used as public transportation.

**Prior Plan** means the Policyholder's group life insurance plan under which a Covered Person may have been insured on the day prior to the Effective Date of Our Policy.

**Proof of Loss** means written evidence satisfactory to Us that a Covered Person has satisfied the conditions and requirements for any benefit described in the Certificate. The Proof of Loss shall establish:

1. The nature and extent of the loss or condition;
2. Our obligation to pay the claim; and
3. The claimant's right to receive payment.

**Regular Care** means:

1. You personally visit a Physician as often as is medically necessary to effectively manage and treat Your condition(s), according to generally accepted medical standards; and
2. You are receiving appropriate treatment and care, according to generally accepted medical standards.

**Riot** means all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, acting with a common intent to damage persons or property or unlawfully acting with the intent or the consequences of such disorder.

**Signed** or **Signature** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with the applicable law.

**Spouse** means a person to whom You are legally married and any other person required to be covered as Your Spouse under the civil union, domestic partnership, marriage or other family or domestic relations law and case law of the state where the Policy is issued.

**Terminal Illness or Terminally Ill** means a medical condition, illness or physical condition:

1. From which the Covered Person is not expected to recover; and
2. Which is expected to result in the Covered Person's death within 24 months.

**Terrorism** means any act of violence that is dangerous to human life or potentially destructive of critical infrastructure or key resources committed by a group or individual, with or without foreign direction or inspiration, with the intent to intimidate or coerce a civilian population; or to influence the policy or to affect the conduct of government by intimidation, coercion, violence, mass destruction, assassination or kidnapping.

**Treatment** means:

1. Consulting with a Physician;
2. Receiving care or services from a Physician or from another medical professional a Physician recommends;
3. Taking prescribed medicines as prescribed; and
4. Receiving diagnostic measures.

**Uniformed Services** means the active and reserved Armed Forces, the Army National Guard and the Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of War or national emergency.

**United States of America or United States** means the fifty (50) states of the United States and the District of Columbia. It does not include the territories of the United States.

**War** means declared or undeclared War or conflict involving the Uniformed Service of any country, group of countries, governments or international organizations.

**We, Us** and **Our** means Elips Life Insurance Company.

**Written** or **Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**You** and **Your** mean the Certificateholder



## **ELIGIBILITY**

### **ACTIVE EMPLOYMENT REQUIREMENT**

You must be in Active Employment to be eligible for coverage.

If You are not in Active Employment on the date Your coverage or any increase in coverage would otherwise be effective, Your coverage or increase in coverage will be effective on the date You return to Active Employment.

If Your coverage is scheduled to take effect on a non-working day, Your Active Employment status will be based on the last working day before the scheduled Effective Date.

**Note:** For Insureds who transfer from one railroad line or union to another, coverage will be effective on the date of transfer if You were previously enrolled from the prior railroad line or union.

### **Rehire:**

If Your employment ends and You are rehired within 6 months, Your previous work while in an Eligible Class will apply toward the Waiting Period. All other Policy provisions apply.

### **ELIGIBILITY DATE**

If You are in an Eligible Class on the Effective Date of this Certificate, You are eligible for coverage under this Certificate on the Policy Effective Date.

If You are not in an Eligible Class on the Effective Date of this Certificate, You are eligible for coverage under this Certificate on the later of:

1. The date the Policy is changed to make You part of an Eligible Class; or
2. The date You become a member of an Eligible Class for coverage as shown in the SCHEDULE.

### **DEPENDENT ELIGIBILITY DATE**

A Dependent will be eligible for coverage on the date You become insured for coverage.

### **ELIGIBILITY RESTRICTIONS**

You cannot be covered under this Policy as both an Insured and a Dependent Spouse or Child of another Insured covered under this Policy.

You cannot elect Dependent coverage for anyone who is also covered as an Insured or Child by another Insured covered under this Policy.

## **ENROLLMENT FOR COVERAGE**

### **INITIAL COVERAGE ENROLLMENT**

In order to obtain coverage, You must apply for coverage. To apply for coverage, You must:

1. Complete and sign an Enrollment Form or any other form or format We may require and allow; and
2. Return it to the Policyholder or Us.

### **INITIAL COVERAGE EFFECTIVE DATE**

Your coverage will be effective on the first day of the month following the date You enroll for coverage.

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the first day of the month following or coinciding with the date Your application is approved.

### **LATE ENTRANT COVERAGE ENROLLMENT**

If You were eligible for coverage under this Plan, but did not enroll for coverage during Your initial or any previous Open Enrollment for this Plan within 31 days after becoming eligible, You will not be eligible to enroll in coverage until:

1. Your next Annual Enrollment Period; or
2. The date(s) agreed upon by the Policyholder and Us.

Your enrollment for coverage may be subject to Evidence of Insurability requirements.

### **COVERAGE EFFECTIVE DATE FOR EVIDENCE OF INSURABILITY APPROVALS**

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the first day of the month following or coinciding with the date Your Application is approved.

### **EVIDENCE OF INSURABILITY (EOI)**

Evidence of Insurability ("EOI") is a process where the Covered Person provides Us with proof of good health and medical information. We use this information to determine eligibility for coverage or an increase in coverage under the Policy.

This may include, but is not limited to:

1. A completed and signed Statement of Insurability form; and
2. Any additional information We may require to complete the underwriting process.

The cost of providing such evidence shall be borne by Us.

We may require the Covered Person provide Us with EOI if:

1. Applying for coverage more than 31 days after the date they are first eligible to apply during the Initial Open Enrollment period; or
2. Applying for coverage if coverage was previously declined during the Initial Open Enrollment period;
3. You voluntarily terminated insurance or insurance ended for failure to pay premium when due, and You or Your Dependent want to reapply for coverage; or
4. Applying for coverage or an amount of coverage for which We require EOI.

You will be notified in Writing of EOI decisions.

If Your EOI is not satisfactory, or if EOI is not submitted, the amount of additional coverage or coverage increase requested will not become effective. The coverage in effect on the date immediately prior to the date of the request will not change.

### **DEPENDENT COVERAGE**

If EOI for any Dependent coverage is not satisfactory, or if You do not submit EOI for a Dependent, the amount of Dependent coverage in effect on the date immediately prior to the date of Your request will not change.

## **EFFECTIVE DATE**

### **Coverage when Evidence of Insurability (EOI) is not Required:**

If Evidence of Insurability is not required, Your coverage will become effective on the date You become eligible for coverage.

### **Coverage when Evidence of Insurability is Required:**

If Evidence of Insurability is required, Your amount of coverage subject to EOI will become effective on the first day of the month coinciding with or next following the date You become eligible for coverage and We approve Your Evidence of Insurability.

## **DEPENDENT EFFECTIVE DATE**

If Your Dependent's coverage does not require Evidence of Insurability, Dependent coverage will become effective the date Your coverage becomes effective.

If Your Dependent's coverage requires Evidence of Insurability, Dependent coverage will become effective the first of the month following the date Evidence of Insurability is approved.

Your and Your Dependent's Coverage Effective Date is subject to the Deferred Effective Date provision.

## **NEWBORN, FOSTER OR ADOPTED CHILD COVERAGE**

A newborn, foster or adopted Child will be immediately covered from the date of birth, adoption or placement without submitting Evidence of Insurability for 31 days.

To continue the Child's coverage, We must receive written notification of Your intent to continue coverage, the Child's name, date of birth and if applicable, date of placement or date of adoption and any required premium within the 31 day initial coverage period.

If We do not receive the required notice within 31 days from the date of birth, adoption or placement, Evidence of Insurability will be required for coverage and if approved, any required premium must be paid.

## **DEFERRED EFFECTIVE DATE**

### **DEFERRED EFFECTIVE DATE**

If You are not in Active Employment due to a suspension, Injury, Illness, Leave of Absence or Layoff, on the date Your coverage is scheduled to become effective, the Effective Date of Your coverage will be deferred.

Your coverage will be effective on the date You return to Active Employment.

### **DEPENDENT DEFERRED EFFECTIVE DATE**

The Effective Date of Dependent coverage or a change in coverage will be deferred if, on the date the Dependent coverage is scheduled to become effective:

1. You are not in Active Employment; or
2. Your Dependent, other than a newborn or disabled Child, is Hospital Confined or Confined Elsewhere.

Your Dependent coverage will instead be effective:

1. The date You return to Active Employment; or
2. The date Your Dependent is no longer Hospital Confined or Confined Elsewhere.

## **CONTINUITY OF COVERAGE – TAKEOVER PROVISION**

### **CONTINUITY OF COVERAGE**

If You were covered under the Prior Plan on the day before the Plan Effective Date and would be eligible for coverage on the Plan Effective Date, but You do not meet the Active Employment requirements, Your coverage under this Policy will be the lesser of:

1. The amount of the Group Term Life or Accidental Death and Dismemberment benefit under the Prior Plan; or
2. The amount of Group Term Life or Accidental Death and Dismemberment shown in the SCHEDULE, reduced by any coverage amount:
  - a. In force, paid or payable under the Prior Plan; or
  - b. That would have been payable under the Prior Plan had that Plan not terminated.

### **DEPENDENT CONTINUITY OF COVERAGE**

If Your Dependent was insured under the Prior Plan but You do not meet the Active Employment requirements, Your Dependent's coverage will be continued under this Plan, provided the cost of Your Dependent's coverage under the Prior Plan was paid.

The amount of Your Dependent Life and Accidental Death and Dismemberment coverage will be the lesser of:

1. The amount of the Dependent Life and Accidental Death and Dismemberment benefit under the Prior Plan; or
2. The amount of the Dependent Life and Accidental Death and Dismemberment coverage shown in the SCHEDULE, reduced by any coverage amount;
  - a. In force, paid or payable under the Prior Plan; or
  - b. That would have been payable under the Prior Plan had that Plan not terminated.

### **CONTINUITY OF COVERAGE TERMINATION**

Covered Persons will remain insured under this provision until the earliest of the following:

1. The date You return to Active Employment;
2. The date Your coverage terminates for a reason stated in the "Termination of Insurance" section; or
3. The last day for which You would have been covered under the Prior Plan, had the Prior Plan not terminated.

## CHANGES IN COVERAGE

### MAKING CHANGES TO YOUR COVERAGE

Following Your initial Open Enrollment period, You may make changes to Your coverage election during Your Annual Enrollment Period, Special Enrollment Period as designated by Us and the Policyholder or within 31 days of a change in status. Any changes will be effective the first day of the policy month following the change, or at next Annual Enrollment for a November 1<sup>st</sup> effective date.

If a Covered Person is currently enrolled for coverage and does not re-enroll for coverage during the Annual Enrollment Period, the Covered Person will continue to be insured for the same coverage and coverage amounts elected during the prior year's Annual Enrollment.

A change in status occurs when:

1. You acquire a Spouse;
2. You cease to have a Spouse through death, divorce or otherwise;
3. Your Child is born, You adopt or become the legal guardian of a Child;
4. Your Child is no longer a Dependent, or dies;
5. You move into or out of an Eligible Class;
6. Your Spouse is no longer employed, resulting in a loss of group insurance;
7. Your coverage is based on a multiple of Your salary and Your salary increases or decreases.

### CHANGE IN COVERAGE EFFECTIVE DATE

Changes in coverage due to Policy changes made by the Policyholder will be effective at 12:00 A.M. on the date agreed upon by the Policyholder and Us.

### Elected Changes

Changes in coverage due to changes You have elected will become effective at 12:00 A.M. on the later of:

1. The first of the month following the date of the change;
2. The first of the month following the date We approve Your EOI for any amount of insurance that is subject to Evidence Of Insurability; or
3. The date You return to Active Employment following suspension, Layoff, Leave of Absence, Sickness or Injury.

Changes in coverage will not affect a payable claim that occurs prior to the date of the coverage change. Changes in coverage are subject to Active Employment provisions.

## TERMINATION OF INSURANCE

### TERMINATION OF INSURANCE

Unless Your coverage is continued under one of the Continuation of Coverage Provisions, Your coverage under this Policy will end at 11:59 P.M. on the earliest of the following:

1. The date the Policy terminates;
2. The date the Participating Employer is no longer participating in this Plan;
3. The date You are no longer in an Eligible Class for coverage;
4. The date You are no longer eligible for coverage;
5. The date for which premium for Your coverage is required but has not been paid;
6. The date You cease to be in Active Employment, due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
7. The date You retire.

If You are receiving benefits and the Policy terminates, We will continue to pay any benefit due to You.

### TERMINATION OF DEPENDENT INSURANCE

Unless Dependent coverage is being continued under one of the Continuation of Coverage Provisions, Dependent coverage will end at 11:59 P.M. on the earliest of the following:

1. The date the Policy terminates;
2. The date for which premium for Your coverage is required but has not been paid;
3. The date the Dependent ceases to be a Dependent as defined in the Definitions section;
4. The date You are no longer eligible for coverage, unless Your coverage is being continued under the Continuation of Coverage;
5. For Your Spouse, the date they attain age 70

If a Dependent is receiving benefits and the Policy terminates, We will continue to pay any benefit due to that Dependent.

### CONTINUATION OF COVERAGE FOR A DISABLED CHILD

If Your covered Dependent Child reaches the maximum age for Dependent Child coverage, but is not capable of self-sustaining employment due to a mental or physical Disability, the Dependent Child's coverage will continue beyond the termination age.

Coverage will continue as long as Your Child remains disabled, unless coverage terminates for any other reason outlined in the "Termination of Insurance" section. To keep this coverage in force, We may require proof of Your Child's continued Disability including proof that Your disabled Child is:

1. Incapable of self-sustaining employment; and
2. Primarily dependent on You for support and maintenance.

We may request continuous proof of Your Child's disability, but will not request this information more than once per year.

If at the end of the continuation period, Your Child is no longer eligible for insurance under this Certificate, the "Conversion Privilege" provision of this certificate shall describe Your Child's right to convert.

## CONTINUATION OF COVERAGE

### CONTINUATION OF COVERAGE GENERAL PROVISIONS

During any leave of absence, suspension, furlough, layoff or Family or Medical Leave, changes to due to age, class or salary will not be applied. Elected increases in coverage for Covered Persons will not become effective until You have returned to Active Employment.

If You do not resume Active Employment in an eligible class, insurance will end in accordance with the Termination of Insurance provision.

### CONTINUATION DURING SUSPENSION, FURLOUGH, LAYOFF OR LEAVE OF ABSENCE

If You are unable to perform Active Employment due to Your suspension, furlough, layoff or a Leave of Absence, coverage will terminate on the earliest of:

- For a suspension, the end of the 12<sup>th</sup> month following the date in which the suspension begins;
- For a furlough, layoff or unapproved leave of absence, the end of the month in which the furlough, layoff or unapproved leave begins;
- For an approved leave of absence, at the end of the 6<sup>th</sup> month following the month in which the leave begins.

The premium for coverage must be paid during Your suspension, furlough, layoff or Leave of Absence.

Coverage will terminate on the date on which the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

If, at the end of the continuation period, a Covered Person is no longer eligible for insurance under the Policy, see the "Conversion Privilege" section for Your conversion rights.

All other terms and conditions of the Policy will remain in force during this continuation period.

### CONTINUATION DURING DISABILITY

If You are unable to perform Active Employment due to Your Disability, coverage will terminate on the date that You cease Active Employment with the Participating Employer.

Coverage may be continued through the end of the 12<sup>th</sup> month following the month in which Your Disability begins.

The premium for coverage must be paid during Your Disability on the same basis as premium was paid on the day before Your Disability began.

Coverage will terminate on the earlier of the date the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

For purposes of this provision "**Disability**" means that due to an Injury or Sickness You are unable to perform the Material Duties of Your regular Occupation and are unable to perform any other Occupation for which You are fit by education, training or experience.

If a Covered Person dies while coverage is continued under this provision, We will pay the life insurance benefit to the Beneficiary upon receipt of the required Proof of Loss that established that the Covered Person died during this continuation period.

If, at the end of the continuation period, the Covered Person is no longer eligible for insurance under the Policy, see the "Conversion Privilege" section for conversion rights.

All other terms and conditions of the Policy will remain in force during this continuation period.



## **CONTINUATION DURING FAMILY OR MEDICAL LEAVE**

If You are on a leave mandated by the Family and Medical Leave Act (“FMLA”) or other applicable state law, the Covered Person’s Coverage will be governed by the Policyholder’s or Participating Employer’s policy regarding Family and Medical Leaves of Absence.

A Covered Person’s coverage will terminate the earlier of the date the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

A Covered Person’s coverage during Your approved leave may continue for up to the greater of:

1. The leave period required by the federal Family and Medical Leave Act of 1993, as amended, or
2. The leave period required by applicable state law.

The premium for coverage must be paid during Your Family or Medical Leave.

If, at the end of the continuation period, the Covered Person is no longer eligible for insurance under the Policy, see the “Conversion Privilege” section for Your conversion rights.

All other terms and conditions of the Policy will remain in force during this continuation period.

## REINSTATEMENT

### REINSTATEMENT FOLLOWING SUSPENSION, FURLOUGH, LAYOFF OR LEAVE OF ABSENCE

If coverage does not continue during Your suspension, furlough, layoff or Leave of Absence, coverage may be reinstated if You return as a member of an Eligible Class within 6 months.

If coverage is reinstated, the Covered Person will not be required to fulfill the eligibility requirements again. Coverage will go into effect after You return to Active Employment.

Reinstatement will be subject to payment of applicable premiums.

All other terms and conditions of the Policy will apply.

### REINSTATEMENT FOLLOWING DISABILITY

If coverage does not continue during Your Disability, coverage may be reinstated if You return as a member of an Eligible Class within 6 months.

If coverage is reinstated, the Covered Person will not be required to fulfill the eligibility requirements again. The Covered Person's coverage will go into effect after You return to Active Employment.

For purposes of this provision "**Disability**" means that due to an Injury or Illness You are unable to perform the Material Duties of Your regular Occupation and are unable to perform any other Occupation for which You are fit by education, training or experience.

Reinstatement will be subject to payment of applicable premiums.

All other terms and conditions of the Policy will apply.

### REINSTATEMENT FOLLOWING FAMILY OR MEDICAL LEAVE OF ABSENCE

If a Covered Person's coverage does not continue during Family or Medical Leave of Absence under FMLA or other applicable state law, coverage may be reinstated when You return to an Eligible class.

If coverage is reinstated, the Covered Person will not be required to fulfill the eligibility requirements again. Coverage will go into effect after You return to Active Employment.

Reinstatement will be subject to payment of applicable premiums.

All other terms and conditions of the Policy will apply.

## **LIFE INSURANCE**

This section applies to Group Term Life coverage.

### **DEATH BENEFIT**

If You die while covered under the Policy, We will pay the amount of life insurance in force on the day of Your death to Your named Beneficiary once We receive written notice and Proof of Loss, in accordance with the General and Claims provisions of this Certificate.

### **SUICIDE**

We will not pay a benefit for a loss caused directly by suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane, within 2 years following the original Effective Date of Your coverage or increase in coverage.

This 2-year period includes the time group life insurance coverage was in force under the Prior Policy and initial coverage under this Policy.

Instead, the benefit amount payable will be limited to the amount of premiums paid for this insurance, or limited to the amount of insurance in effect prior to Your increase in coverage and the amount of premiums paid for the increase in coverage.

## **DEPENDENT LIFE INSURANCE**

This section applies to Dependent Life coverage.

### **DEPENDENT DEATH BENEFIT**

If a covered Dependent dies while insured under the Policy, We will pay You the amount of Dependent life insurance in force on the day of Your Dependent's death after we receive Proof of Loss and in accordance with the General and Claims provisions of this Certificate.

### **SUICIDE**

The following applies to Dependent Life only.

We will not pay a benefit for a loss caused directly by suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane, within 2 years following the original Effective Date of Your Dependent's coverage or increase in coverage.

This 2-year period includes the time group life insurance coverage was in force under the Prior Policy and initial coverage under this Policy.

Instead, the benefit amount payable will be limited to the amount of premiums paid for this insurance, or limited to the amount of insurance in effect prior to Your increase in coverage and the amount of premiums paid for the increase in coverage.

## **ACCELERATED DEATH BENEFIT**

This provision applies to Your and Your Dependent's Group Life Benefit.

For Group Life, You and Your Dependents are Covered Person(s) and payments are made to You.

### **ACCELERATED DEATH BENEFIT**

The Accelerated Death benefit is a one-time lump sum payment of a portion of a Covered Person's Life benefit if the Covered Person:

1. Is Terminally Ill; and
2. Elects to receive the Accelerated Death benefit, subject to the maximum benefit amount stated in the Schedule of Insurance.

### **ACCELERATED DEATH BENEFIT ELIGIBILITY**

A Covered Person is eligible for the Accelerated Death Benefit if he or she:

1. Becomes and remains insured for life insurance under the Policy;
2. Is under age 65; and
3. Provides satisfactory proof of Terminal Illness.

If the Covered Person is incompetent or unable to request the Accelerated Death Benefit, his or her legal guardian may submit the request.

### **COST OF PROVIDING ACCELERATED DEATH BENEFIT**

There are no costs associated with the Accelerated Death Benefit.

### **ACCELERATED DEATH BENEFIT AMOUNT**

The maximum Accelerated Death Benefit available is indicated in the Schedule of Insurance.

If the Covered Person's life insurance amount is scheduled for a reduction within 12 months after the date of the requested payment of this benefit, the maximum accelerated benefit will be based on the reduced amount.

The accelerated death benefit will be paid immediately upon receipt of due written proof of the Covered Person's eligibility for this benefit.

### **ACCELERATED DEATH BENEFIT CONDITIONS AND REQUIREMENTS**

Proof of the Covered Person's Terminal Illness must be certified by a licensed Physician and in a form that is satisfactory to Us. Any delay in submitting this proof will not cause the request to be denied until the required proof is provided.

We may require the Covered Person to be examined by a licensed Physician of Our choice and at Our expense. If there is a disagreement between the two physicians, We may require the Covered Person to be examined by a third licensed Physician of Our choice and at Our expense. The decision of the third Physician will be final.

If the Covered Person does not submit proof of Terminal Illness satisfactory to Us, or refused to be examined by a Physician, We will not pay the Accelerated Death Benefit.

If death occurs before the Accelerated Death Benefit is paid, We will not pay the accelerated benefit. Instead, We will pay the Covered Person's benefit according to the general terms of the Certificate.

## **EFFECT OF ACCELERATED DEATH BENEFIT ON OTHER POLICY PROVISIONS**

A Covered Person's amount of life insurance will be reduced by the amount of any Accelerated Death Benefit paid with respect to that Covered Person. This includes:

1. The amount of life benefit to Your Beneficiary when You die;
2. The amount of life benefit payable to You when Your Dependent dies;
3. The amount of life insurance each Covered Person can convert under the Policy; and
4. The premiums payable for each Covered Person's life insurance benefit under the Policy after an accelerated benefit is paid, if such premiums are not waived.

A the time of the request to accelerate the benefit, and when an Accelerated Death Benefit is paid, We will provide a Disclosure for Accelerated Death Benefit form to You, any assignee or irrevocable beneficiary of record showing the effect of the acceleration on the death benefit and premium payments. This disclosure will show any premium necessary to continue any remaining coverage. This disclosure will also advise You of any tax consequences.

The acceleration of part of Your life insurance benefit will not impact other Dependent coverage under this Certificate, even if Dependent coverage is based on a percentage of Your life insurance benefit.

The acceleration of part of Your Dependent's coverage under this Certificate will not impact the amount of Your coverage.

If coverage under the Accelerated Death Benefits ends, it shall not prejudice the payment of benefits for any Terminal Illness diagnosed while the coverage was in force.

Termination of Your coverage will not adversely affect any continuation and conversion rights available under the Certificate to other Covered Persons.

## **TAX CONSEQUENCES ASSOCIATED WITH THE ACCELERATED DEATH BENEFIT PAYMENT**

The receipt of an Accelerated Death Benefit may be taxable. You should consult Your personal tax advisor if the benefit is paid.

The receipt of Accelerated Death Benefit payments may also adversely affect the Covered Person's eligibility for Medicaid or other government benefits or entitlements.

## **IMPACT OF TERMINAL ILLNESS RECOVERY**

If a Covered Person is diagnosed by a Physician as being no longer Terminally Ill and You are in an Eligible Class Your coverage will remain in force, provided premium is paid.

If a Covered Person is diagnosed by a Physician as being no longer Terminally Ill and You are not in an Eligible Class, but the Covered Person continues to be Disabled:

1. Your coverage will remain in force; or
2. Coverage will end and the Covered Person may be eligible to convert coverage to an individual whole life Policy so long as coverage is converted within the time limits described in the "Conversion Privilege" section.

The amount of coverage eligible for Conversion will be reduced by the amount of the Accelerated Death Benefit already paid.

## **ACCELERATED DEATH BENEFIT LIMITATIONS AND EXCLUSIONS**

We will not pay an Accelerated Death Benefit if:

1. An absolute assignment of life insurance is made under the Policy, unless We receive written consent from the assignee.
2. All or part of the Covered Person's life insurance under the Policy is to be paid to Children or former Spouse as part of a court approved separation or divorce agreement.
3. The Covered Person has made an Irrecoverable Beneficiary designation of life insurance under the Policy and We do not receive written consent by the Irrevocable Beneficiary.
4. The Covered Person is required by law to accelerate benefits to meet the claims of creditors; or a government agency requires the Covered Person to apply for benefits to qualify for a government benefit or entitlement, or
5. The Covered Person is married and lives in a community property state, unless the Spouse has provided signed written consent.

## **DATE COVERAGE ENDS UNDER THIS PROVISION**

A Covered Person's coverage under this provision will end on the earliest of the following:

1. Upon written request from the Covered Person;
2. The date the Covered Person's life insurance coverage ends under the Certificate;
3. The end of the period for which the last premium has been paid for a Covered Person, in accordance with the provisions of the Certificate;
4. The date the group life insurance Policy ends;
5. The date the Accelerated Death Benefit is paid on the Covered Person's behalf;
6. The date the Covered Person ceases to be in an eligible class of insurance.

## **CONVERSION PRIVILEGE**

This provision applies to any Covered Person's Group Life benefits.

### **CONVERSION FOLLOWING THE LOSS OF ELIGIBILITY**

If You have been covered under this Policy and Your prior carrier's Policy and Your coverage under this Policy ends for any other reason except non-payment of premium, You may convert all or part of Your life coverage to an individual whole life policy without providing Evidence of Insurability. Your coverage must end for the following reasons:

1. You cease to be in an eligible class;
2. Your employment ends;
3. Your continuation of insurance, if any, ends;
4. This group policy ends;
5. This Policy is changed and ends life insurance for your eligible class; or,
6. Your Portability coverage, if any, ends.

### **DEPENDENT CONVERSION ELIGIBILITY**

You may convert all or part of Your Dependent's life coverage to an individual life policy without providing Evidence of Insurability if Your Dependent has been covered under this Policy and Your Dependent's coverage under this Policy ends because:

1. You stopped working for the Participating Employer;
2. You ceased to be a member of a class eligible for Dependent insurance;
3. Your Dependent no longer meets the eligible Dependent requirements; or
4. You are deceased.

Dependent coverage cannot be converted if coverage was terminated due to:

1. Non-payment of premium;
2. Your Spouse ceases to be a Spouse, as defined in the Certificate; or
3. Your Dependent Child attains the limiting age for coverage under the Certificate.

Your Spouse may convert their Life insurance if it ends because Your Spouse is no longer Your Spouse.

Your Dependent Child may convert their Life insurance if it ends because they have reached the limiting age under this Policy.

### **CONVERSION FOLLOWING A REDUCTION OF LIFE INSURANCE**

You may convert a Covered Person's life coverage that ends due to a reduction in Life insurance that is due to:

1. You have attained a specified age;
2. You are changing from one eligible class to another; or
3. Due to a Policy change.

### **CONVERSION FOLLOWING POLICY TERMINATION OR AMENDMENT**

If You have been covered under this Policy and Your prior carrier's Policy for at least 5 years and Your coverage under this Policy ends due to Policy termination or Policy amendment, You may convert all or part of Your life coverage to an individual whole life policy without providing Evidence of Insurability.



## **CONVERSION AMOUNT AVAILABLE FOLLOWING POLICY TERMINATION OR AMENDMENT**

The amount of coverage that can be converted by a Covered Person is the lesser of:

1. The amount of life insurance which terminates, less the amount You became eligible for under any group life insurance Policy issued or reinstated within 31 days of group life coverage termination; or
2. \$10,000.

## **CONVERSION FOLLOWING THE LOSS OF ELIGIBILITY**

The amount of coverage that can be converted by the Covered Person is the lesser of:

1. The entire life coverage amount then in force; or
2. The amount of life coverage which terminates.

## **CONVERSION POLICY COST**

The premium for the Covered Person's coverage will be based on the amount of coverage requested, the Covered Person's class of risk and age on the date the conversion takes effect.

A conversion Policy is in lieu of all other benefits issued under this Policy.

## **CONVERSION PROCESSING REQUIREMENTS**

Written application and the first premium payment for the conversion Policy must be received in Our Home Office within 31 days after the Covered Person's insurance terminates. If You are not given notice of the right to convert by the 16<sup>th</sup> day of the 31 day conversion period, You will have an additional period in which to apply for conversion. The additional period will end 31 days after You are given notice, but not more than 61 days after the date the insurance under the Policy ended.

Nothing in the Policy will continue coverage for more than 31 days following the date coverage otherwise ends under the Policy. Written notice contained in this Certificate will be considered sufficient written notice to You.

## **CONVERSION APPLICATION**

To convert a Covered Person's coverage You must complete and return a Conversion Application to the address indicated on the application.

## **CONVERSION POLICY EFFECTIVE DATE**

The conversion Policy will take effect on the 32<sup>nd</sup> day after the date insurance terminates.

You must pay the required premium quarterly, semi-annually, or annually directly to Us. The premium rate will be determined by Us. The first premium payment must be made no later than 31 days after the date the insurance would otherwise terminate under this Policy.

## **CONVERSION COVERAGE LIMITATIONS**

Conversion is not available for:

1. Any amount of life insurance which is being continued:
  - a. Under the Portability provision; or
  - b. In accordance with the Continuation Provisions until such coverage ends;
2. Any amount of life insurance for which You or Your Dependent were not eligible for or covered for under this Policy;
3. Accidental Death and Dismemberment Benefits;
4. Any other supplemental Benefits or Riders.

## **CONVERSION PERIOD DEATH BENEFIT**

If a Covered Person dies within the 31 days allocated to submit an application to convert coverage, We will pay the amount of life insurance the Covered Person would have had the right to apply for under this provision after We receive acceptable Proof of Loss.

If the Conversion Policy has already taken effect, the Covered Person's life insurance benefits will be payable under the Conversion Policy for the amount converted.

## PORTABILITY

If Your employment terminates, or the Policy is amended so as to terminate the insurance of an Eligible Class, a Covered Person may continue coverage under another group policy issued without Evidence of Insurability.

### PORTABILITY ELIGIBILITY

You may apply for coverage under a Portability Policy for a Covered Person if You elect continuation of insurance under this Portability provision and:

1. Your employment terminates for any reason other than sickness prior to age 70;
2. Your membership in an Eligible Class under the Policy ends;
3. Your membership in a class eligible for Dependent coverage ends;
4. You die with active Dependent Coverage; or
5. Your Dependent no longer meets the Dependent definition.

Portability is not available:

1. For individuals not in an Eligible Class;
2. For Dependent Children;
3. For Dependents who have reached the maximum coverage age under the Policy; or
4. Upon termination of the group Policy.

Coverage that cannot be Ported may be converted as specified in the "Conversion Privilege" provision.

### PORTABILITY ENROLLMENT

You must apply for Portability in writing to Us within 60 days after the date Your coverage ends.

After We verify eligibility for coverage, We will issue a separate Portability Certificate. This certificate will:

1. Describe the benefits provided;
2. State that the new benefits may not be the same as those that are ending; and
3. Include a Conversion provision that provides for the Covered Person's right to convert if Portability coverage ends at any time.

The Portability coverage will be issued without Evidence of Insurability.

If a Covered Person dies within 60 days of the date coverage ends under this Certificate, and an application for portability coverage is not received by Us during this time, We shall pay the life insurance benefit in accordance with the "Conversion Privilege" provision.

If an application for Portability coverage is received by Us during such period, We shall pay the amount of life insurance, exclusive of additional benefits, that the Covered Person was entitled to convert under the terms of this Certificate. Any premiums paid for Portability coverage shall be refunded. In no event shall We be required to pay the death benefit under the Conversion Privilege, Portability and Continuation of Coverage provisions of this certificate.

### PORTABILITY EFFECTIVE DATE

Portability coverage will be effective on the 61st day following the date the Covered Person's coverage ended.

You must pay the required premium quarterly, directly to Us. The premium rate will be determined by Us. The first premium payment must be made no later than 60 days after the date the insurance would otherwise terminate under the Policy.

## **PORTABILITY COVERAGE AMOUNT**

The amount of insurance that a Covered Person may continue is the amount in-force on the date Your employment terminates.

The amount will be rounded up to the next \$1,000 if not already a multiple of \$1,000. However, this amount of Insurance that may be continued will not exceed the amount of coverage in-force at the time of the Portability. In no event will a Covered Person be able to continue an amount of Life Insurance less than \$1,000.

## **EFFECT OF PORTABILITY ON OTHER PROVISIONS**

Coverage continued under the Portability provision is in lieu of all other benefits under the Policy, including Conversion. If You return to work with the Participating Employer and again become eligible for Term Life coverage under the group Policy, continued coverage under the Portability provision will cancel on the date coverage is resumed under the group Policy.

Portability is not available for any amount of life insurance which is being continued in accordance with the Conversion Right or Continuation provision(s) under the Policy.

The Accidental Death and Dismemberment and Accelerated Death Benefit provisions will not apply to insurance continued under the Portability provision.

## **PORTABILITY LIMITATIONS AND EXCLUSIONS**

If You do not port the entire amount of coverage when You are first eligible, You may not port Your remaining portion of coverage under the Portability provision at a later date. The remaining portion of Your coverage may be converted to an individual whole life policy.

Portability is not available to Covered Persons entering active Military Service.

The terms and conditions of coverage under the Portability Policy may not be the same terms and conditions that are applicable to coverage under the Group Policy.

## **DATE COVERAGE UNDER THIS PROVISION ENDS**

Coverage under this provision will end on the earliest of the following:

1. The date ending the period for which premium for coverage is due and not paid;
2. The May 1<sup>st</sup> following the Covered Person's attainment of age 70;
3. The date the Covered Person becomes a full-time member of the armed forces of any country; or
4. The date Your Dependent ceases to be an Eligible Dependent as defined in the Policy; or
5. The date the Policy terminates.

When Your insurance under the Portability provision ends, the Covered Person will be eligible to convert Your insurance to an individual whole life Policy under the Conversion Privilege provisions.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

This section applies to Group Accidental Death and Dismemberment Benefit(s).

You and Your Dependents, if covered under the Accidental Death and Dismemberment Policy are Covered Person(s).

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

The Accidental Death and Dismemberment benefit pays a benefit if, due to a Covered Accident, a Covered Person suffers a loss of life or dismemberment loss.

#### **LOSS OF LIFE**

We will pay a benefit if a Covered Person suffers a loss of life:

1. While the Accidental Death and Dismemberment Policy was in force;
2. Within 365 days following a Covered Accident; and
3. Due to an Injury.

#### **DISMEMBERMENT LOSS**

We will pay a benefit if a Covered Person suffers a dismemberment loss:

1. While the Accidental Death and Dismemberment Policy was in force;
2. Within 365 days following a Covered Accident; and
3. Due to an Injury.

#### **TOTAL LOSS OF USE**

We will pay a benefit if a Covered Person suffers a Total Loss of Use:

1. While the Accidental Death and Dismemberment Policy was in force;
2. Within 365 days following a Covered Accident; and
3. Due to an Injury.

## **LOSS OF LIFE BENEFIT AMOUNT**

A Loss of Life benefit will be paid according to the schedule below with regard to loss of:

Life	100% of the Accidental Death Benefit
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## **DISMEMBERMENT LOSS BENEFIT AMOUNT**

Dismemberment Loss benefits will be paid according to the schedule below with regard to the loss of:

One Hand and One Foot	100% of the Accidental Death Benefit
One Hand or One Foot	50% of the Accidental Death Benefit
Sight in One Eye	50% of the Accidental Death Benefit
Thumb and Additional Digit of Same Hand	25% of the Accidental Death Benefit
Speech or Hearing in Both Ears	50% of the Accidental Death Benefit
Speech and Hearing in Both Ears	100% of the Accidental Death Benefit
Hearing in One Ear	25% of the Accidental Death Benefit

## **TOTAL LOSS OF USE BENEFIT AMOUNT**

A Loss of Use benefit will be paid according to the schedule below with regard to Loss of use of:

Two Entire Upper or Lower Limbs (Paraplegia)	50% of the Accidental Death Benefit
Four Entire Limbs (Quadriplegia)	100% of the Accidental Death Benefit
Upper and Lower Limb of One Side Of the Body (Hemiplegia)	50% of the Accidental Death Benefit
Both Hands or Both Feet	50% of the Accidental Death Benefit
One Hand or One Foot	25% of the Accidental Death Benefit
One Arm or One Leg	25% of the Accidental Death Benefit

## DEFINITIONS:

**Loss of Sight** means total and irrecoverable loss of sight that continues for 180 days following the date of loss. The visual acuity shall be 20/200 or worse in the eye, or the field of vision must be less than 20 degrees.

**Loss of Hands or Feet** means total and irrecoverable loss due to severance at or above the wrist or ankle joints, but below the knee.

**Loss of Speech** means a total and irrecoverable loss of audible communication.

**Loss of Hearing** means the entire irrecoverable loss of hearing in both ears that continues for 180 days following the date of loss.

**Loss of Thumb and Index Finger** means total and irrecoverable loss at the proximal phalanx or severance through or above the metacarpophalangeal joints.

**Total Loss of Use** means the total and irrecoverable paralysis of an Entire Limb or Limbs which has continued without interruption for a period of not less than 365 days; and is determined by a Physician to be permanent, complete and irreversible.

**Entire Limb, for Specified Loss** means:

1. The arm, permanently severed at or above the elbow;
2. The leg, permanently severed at or above the knee.

**Entire Limb, for Total Loss of Use** means:

1. The arm, the total area from shoulder joint to finger tips;
2. The leg, the total area from hip joint to toes.

## LIMITATIONS

If a Covered Person sustains more than one loss as the result of any one Accident, We will pay the amount to which the Covered Person is entitled, not to exceed 100% of the total Accidental Death and Dismemberment benefit, except under the Safety Equipment Benefit and Repatriation Benefit provision(s).

## EXCLUSIONS

We will not pay a benefit for a loss caused directly or indirectly by:

1. Disease, bodily or Mental Infirmary or Mental Illness, or the diagnosis or treatment of such illness or infirmity;
2. Suicide or attempted suicide or intentional, self-inflicted Injury, whether sane or insane;
3. A Covered Person's voluntary commission of, or attempting to commit, a felony or other criminal acts; or participating in an illegal occupation;
4. A Covered Person's Intoxication, if the loss is the direct result of the Covered Person's intoxication above the legal limit.
5. A Covered Person's intentional use of illegal drugs or intentional misuse of prescription or over the counter drugs (not taken as directed);
6. A Covered Person's operation of any Motorized Vehicle while Intoxicated including, but not limited to, automobiles, motorcycles, boats and snowmobiles.
7. A Covered Person's incarceration or while incarcerated.
8. A Covered Person's travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a fare-paying passenger on a commercial airline flying between established airports on: (a) a scheduled route, (b) a charter flight, or (c) corporate flight;
9. Travel in an aircraft for the purpose of parachuting or otherwise exiting from an aircraft while it is in flight;
10. Parachuting, ballooning and gliders or otherwise existing from an aircraft while such aircraft is in flight, including balloons and gliders, except for self-preservation;
11. Travel in an aircraft or device used:
  - a. For testing or experimental purposes;
  - b. By or for any military authority; or
  - c. For travel or designed for travel beyond the earth's atmosphere;
12. War or any act of war, whether declared or undeclared, insurrection, rebellion, Riot or while serving in the Uniformed Service of any country, group of countries, governments or international authority.

We will refund the pro rata portion of any premium paid for this benefit for Covered Persons while in the armed forces on full-time active duty for a period of two months or more. Written notice must be provided to us within 12 months after the date the Covered Person entered the armed forces.

#### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following:

1. Upon written request from a Covered Person unless prohibited by federal or state law, or the Policyholder's plan;
2. The date a Covered Person's insurance coverage ends under the Certificate;
3. The end of the period for which the last Premium has been paid for a Covered Person, in accordance with the provisions of the Certificate;
4. The date the Policy ends; or
5. The date a Covered Person ceases to be in an eligible class under the Certificate.

When the Accidental Death and Dismemberment benefit ends, this shall not affect the payment of benefits for any Accident that occurred while the benefit was in force.



## **SAFETY EQUIPMENT BENEFIT**

This provision applies to the Accidental Death Benefit.

You and any Dependents covered under the Accidental Death and Dismemberment benefit are Covered Persons under this provision.

### **SEAT BELT BENEFIT PAYABLE**

We will pay an additional benefit as shown in the SCHEDULE if as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding in or on a Private Passenger Motor Vehicle, if:

1. The Private Passenger Motor Vehicle is equipped with seat belts; and
2. The seat belt was in actual use with all components properly fastened at the time of the Covered Accident; and
3. The position and actual use of the seat belt is certified in writing, in the official report of the Covered Accident; or by the investigating officer. A copy of the police report must be submitted with the claim.

This benefit is payable in addition to any other benefits provided under this Policy.

### **SEAT BELT BENEFIT LIMITATIONS**

We will only pay the Seat Belt Benefit for the death of a minor Dependent Child, if the child is correctly strapped and fastened in the appropriate seat for the child's age and eight as defined by state or federal guidelines. The seat belt must also be approved by the state or federal government for the Dependent Child's age and weight.

### **SEAT BELT BENEFIT EXCLUSIONS**

The Seat Belt Benefit will not be payable if:

1. The official report reflects that the Covered Person was not wearing the seat belt(s) or was not correctly wearing the seat belt(s);
2. The Covered Person was the driver of the Private Passenger Motor Vehicle and did not hold a current and valid driver's license;
3. The Covered Person is participating in a race, speed or endurance test.
4. The Covered Person is operating a Motorized Vehicle at the time of the Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed; or
5. The Covered Person was not wearing a seat belt.

### **AIR BAG BENEFIT PAYABLE**

We will pay an additional benefit as shown in the SCHEDULE if, as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding in or on a Private Passenger Motor Vehicle if:

1. The Private Passenger Motor Vehicle is equipped with a properly functioning, original, factory-installed Supplemental Restraint System, and
2. The Covered Person is positioned in a seat protected by a properly functioning, original factory-installed Supplemental Restraint System at the time of impact; and
3. The Supplemental Restraint System inflation is certified, in writing, in the official report of the Covered Accident; or by the investigating officer. A copy of the police report must be submitted with the claim.

This benefit is payable in addition to any other benefits provided under this Policy.

## **AIR BAG BENEFIT LIMITATIONS**

We will only pay the Air Bag Benefit for the death of a minor Dependent Child if the Child is correctly strapped and fastened in the appropriate seat for the child's age and weight and properly positioned for Air Bag support as defined by state or federal guidelines.

## **AIR BAG BENEFIT EXCLUSIONS**

The Air Bag Benefit will not be payable if:

1. The official report reflects that the Supplemental Restraint System did not inflate properly upon impact;
2. The Covered Person was the driver of the Private Passenger Motor Vehicle and did not hold a current and valid driver's license;
3. The Covered Person was participating in a speed or endurance test;
4. The Covered Person is operating a Motorized Vehicle at the time of Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed.

### **Definitions applicable to Safety Equipment Benefit**

**Intoxicated** means the Covered Person's normal capacity to act or reason is inhibited by alcohol or any drug, sedative, hallucinogen, controlled substance or narcotic as determined by the laws of the jurisdiction, unless administered by a Physician and taken according to the Physician's instructions.

**Private Passenger Motor Vehicle** means an individually owned motor vehicle that is not for hire, for rent, or used as public transportation.

**Motorized Vehicle** means a vehicle (such as a car, truck or motorcycle) that is powered by an engine.

## **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. The date the Policy terminates;
2. The date the Covered Person dies; or
3. The date the maximum payment amount or duration is reached.

## **REPATRIATION BENEFIT**

This provision applies to the Accidental Death Benefit.

You and any Dependents covered under the Accidental Death Benefit are Covered Persons under this provision.

### **REPATRIATION BENEFIT PAYABLE**

We will pay a Repatriation Benefit if the Covered Person dies:

1. As the result of an Accident for which an AD benefit is payable; and
2. While traveling beyond 100 miles from their permanent residence or outside the territorial boundaries of the United States. Mileage will be measured as map miles from the Covered Person's residence.

We will pay up to the amount shown in the SCHEDULE for expenses incurred for the preparation and transportation of the Covered Person's remains to a mortuary.

All benefits are payable in U.S. currency to the Beneficiary when We receive valid proof of the expense incurred.

This benefit is payable in addition to any other benefits provided under this Policy.

### **REPATRIATION BENEFIT EXCLUSIONS**

In addition to the Policy limitations, benefits will not be paid under this Repatriation benefit for:

1. Charges which exceed the maximum amount; or
2. Expenses paid by any Workers' Compensation, occupational disease or similar law.

### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. The date the Policy terminates;
2. The date the Covered Person dies;
3. The date the maximum payment amount or duration is reached.

## **EDUCATION BENEFIT**

This provision applies to the Accidental Death Benefit.

You and Your Spouse, if covered under the Accidental Death Benefit are Covered Persons under this provision.

### **EDUCATION BENEFIT**

We will pay Education Benefits if the Covered Person:

1. Dies as a result of a Covered Accident; and
2. Is survived by a Dependent Child who:
  - a. On the date of the Accident, was enrolled as a full-time student in any school beyond the twelfth grade level; or
  - b. Was at the twelfth grade level and later enrolls as a full-time student at a school of higher learning within 1 year after the Accident.

### **EDUCATION BENEFIT PAYABLE**

The Education benefit is payable for each child who qualifies.

We will pay the amount for the number of years as shown in the SCHEDULE, while the child continues as a full-time student at a school of higher learning.

This benefit is payable in addition to any other benefits provided under this Policy.

Prior to any annual payment, the Dependent Child or their guardian must furnish evidence to Us from the registrar of the school of higher learning that the Dependent Child is a full-time student.

### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. The date the Policy terminates;
2. The date the maximum payment amount or duration is reached.

## **EXPOSURE AND DISAPPEARANCE BENEFIT**

This provision applies to the Accidental Death Benefit.

You and any Dependents covered under the Accidental Death Benefit are Covered Persons under this provision.

### **EXPOSURE AND DISAPPEARANCE BENEFIT**

We will pay the Covered Person's Accidental Death Benefit if, due to a Covered Accident, a presumption of death can be made from exposure to the elements due to the forced landing, stranding, sinking or wrecking of a vehicle in which the Covered Person was traveling.

Presumption that the Covered Person has died will be made if:

1. The vehicle in which they were traveling disappears, sinks or is stranded, or is wrecked as a result of a Covered Accident; and
2. The body is not found within 1 year of the occurrence of the disappearance.

### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. The date the Policy terminates;
2. The date the Covered Person dies;
3. The date the maximum payment amount or duration is reached.

## **CLAIM INFORMATION**

### **NOTICE OF CLAIM**

You, or someone acting on Your behalf, should send notification of Your claim to Our Home Office or to Our authorized agent, within 20 days following the date of Loss. If You are not able to notify Us within this time, You should notify Us as soon as reasonably possible.

### **FILING A CLAIM**

You can get a claim form from the Participating Employer or the Policyholder, or You may ask Us for a form. If You do not receive a claim form within 15 days after requesting it, please contact Us at 844-435-4771.

The process for completing the claim form will be explained on the form. Please send the completed form to Us within the above stated timeframes and in whatever medium We have agreed to accept Your Proof of Loss.

### **PROOF OF YOUR LOSS**

Written proof of loss must be given to Us. In the case of a claim for the Death Benefit proof may consist of at least the certified death certificate or other lawful evidence providing equivalent information and proof of the claimant's interest in the Death Benefit. For Accidental Death or Dismemberment benefits, written proof should be given to Us within 90 days or after the date of such loss. Failure to provide such proof within the time required will not invalidate or reduce a claim if it was not reasonably possible to give proof within such time. However, such proof must be given to Us as soon as reasonably possible and in no event (except in the absence of legal capacity) later than one year after the date of such loss.

### **INFORMATION TO INCLUDE IN YOUR PROOF OF LOSS**

For Your Proof of Loss, We may require the following:

1. The date of Loss;
2. In case of death, a copy of the death certificate;
3. If not a death claim, the extent of the covered Loss, including any applicable restrictions and limitations;
4. The name and address of all attending physicians, hospitals or institutions where You received Treatment;
5. Authorization to obtain additional medical and non-medical information as part of Your claim. We must receive this authorization within 45 days of the date We ask for it.

### **AUTHORITY**

We have the authority to determine Your eligibility for benefits and to interpret the terms of the Policy in making benefit determinations.

### **ASSIGNMENT**

You may transfer Your rights to name or change the Beneficiary to someone else by assignment. An assignment will affect Us only if it is in writing on a form acceptable to Us, and is received at Our Home Office. The assignment will take effect on the date the assignment is signed by You. The assignment will be subject to any action We may have taken prior to the receipt of the assignment. We are not liable for the validity of any assignment.

Claims of Creditors: To the extent allowed by law, proceeds will not be subject to any claims of a Beneficiary's creditors.

### **BENEFIT PAYMENT OPTIONS**

Benefit payments will be made in one lump sum no later than 30 days after proof of the Covered Person's loss has been submitted and approved by Us.

## **BENEFICIARY**

Your beneficiary will be the person(s) or entity You name in writing to receive any amount of insurance benefits payable due to Your death. Your beneficiary's name is on file at the Participating Employer's or Policyholder's office. Benefits will be paid according to the most recent version of Your beneficiary for on file. Any payment made by Us before receiving the designation shall fully discharge Us to the extent of that payment.

If You name more than one Beneficiary, You must state the percentage of the benefit that is to be paid to each Beneficiary. Otherwise, they will share the benefit equally. You are the beneficiary of the Dependent Life Insurance, if You are living.

If You are not living at the time of payment benefits will be paid in according to Your Beneficiary assignment If both You and Your Beneficiary(ies) die in the same accident, at the same time but before We have received written proof of Your death, benefit payments till be made to Your Estate or Your remaining Primary or Contingent beneficiary(ies).

## **BENEFICIARY CHANGES**

Your beneficiary's consent is not required to change Your designations. To change Your beneficiary information, You must provide Us written notice on a form in a format acceptable to Us. Unless otherwise specified by You, Your Beneficiary change will be effective on the date the notice change is signed by You, subject to any payment made or actions taken by Us before receipt of the notice.

## **BENEFIT PAYMENT: MINOR BENEFICIARIES**

If Your Beneficiary is a minor at the time of Your death or cannot provide a valid release, benefits will be paid according to the Uniform Transfers to Minors Act (UTMA) or governing laws of Your state.

## **BENEFIT PAYMENTS: NO BENEFICIARY DESIGNATED**

If there is no named beneficiary living at Your death, We will pay any amount due to one of the following classes of survivors and in the following order:

1. Your Spouse or Reciprocal Beneficiaries;
2. Your surviving Children in equal shares;
3. Your parents in equal shares;
4. Your siblings in equal shares; or
5. Your estate.

At Our option, and up to the maximum amount allowable by the laws of the Covered Person's state of residence, payments may be paid to any person who incurred funeral or other expenses related to the last illness or death of the Covered Person.

We will not be liable for any payment We have made in good faith.

## **CLAIM OVERPAYMENTS**

We have the right to recover any overpayments that We make to You or Your Beneficiary. We require that You repay any overpaid amount. We will determine the method by which You will repay Us. We may offset Our future payments to You by the amount of any overpayments. We have the right to recover overpayments from Your estate.

## **TIME LIMITS ON LEGAL ACTIONS**

You or Your Beneficiary can start legal action regarding Your claim 60 days after the date You sent Us Proof of Loss. The time limit on legal actions for loss covered by the Policy is subject to the applicable law in the state where the Policy was issued.

## **SUBROGATION AND RIGHT OF REIMBURSEMENT**

The plan assumes and is subrogated to Your legal rights to recover any payments the plan makes for benefits, when a covered Sickness or Injury resulted from the action or fault of a third party. The plan's subrogation rights include the right to recover the amount of benefits paid to You.

The plan has the right to recover any and all amounts equal to the plan's payments from:

1. The insurance of the injured party;
2. The person, company (or combination thereof) that caused the Sickness or Injury, or any insurance company, or
3. Any other source, including disability benefit coverage.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration or otherwise. The plan's recovery will not be reduced by Your negligence, nor by attorney's fees and costs You incur.

### Priority Right of Reimbursement

Separate and apart from the plan's right of reimbursement, the plan shall have first lien and right to reimbursement. This priority right of reimbursement supersedes Your right to be made whole from any recovery, whether full or partial. You agree to reimburse the plan 100% first for any and all benefits provided through the plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

1. Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
2. Any auto or recreational vehicle insurance coverage or benefits including, but not limited to disability benefit coverage; and
3. Business and homeowner disability insurance coverage or payments.

The plan may notify those parties of its lien and right to reimbursement without notice to or consent from any covered person.

This priority right of reimbursement will not be reduced by attorney's fees and costs You incur.

The plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available disability insurance coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

### Notice and Cooperation

You are required to notify Us promptly if You are involved in an accident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable Us to protect the plan's rights under this section.

You must cooperate with Us and execute any documents that We, acting on behalf of the Policyholder, deem necessary to protect the plan's rights under this section.

You may not do anything to hinder, delay, impede or jeopardize the plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the plan to withhold any and all benefits due You under the plan. This is in addition to any and all other rights that the plan has pursuant to the provisions of the plan's subrogation rights and/or priority right of reimbursement.

If the plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorney's fees, the plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

### Legal Action and Costs

If a Covered Person settles any claim or action against any third party, that Covered Person shall be deemed to have been made whole by the settlement and the plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. The Covered Person shall hold any such proceeds of settlement or judgment in trust for the benefit of the plan. The plan shall also be entitled to recover reasonable attorney's fees incurred in collecting proceeds held by the Covered Person in such circumstances.



The plan also has the right to sue on the Covered Person's behalf, against any person or entity considered responsible for any condition resulting in benefits paid or to be paid by the plan.

Settlement or Other Compromise

The Covered Person must notify the plan prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the plan's rights so that the plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against the covered person.

The right of subrogation and the right of reimbursement are based on the plan language in effect at the time of judgment, payment, or settlement.

The plan, or its representative, may enforce the subrogation and priority right of reimbursement.

## **GENERAL INFORMATION**

### **CERTIFICATE OF COVERAGE**

This Certificate is a written document prepared by Us and may include attachments, addendums or amendments. It tells You:

1. The coverage for which You may be eligible;
2. To whom We make payments; and
3. The limitations, exclusions and requirements applying to the Policy.

We will provide the Policy and Certificate to the Policyholder for delivery to each Insured. It is the responsibility of the Policyholder to distribute the appropriate Certificate and any updates or other notices from Us to You.

Your benefits and rights under the Policy will not be less than those stated in this Certificate.

### **ENTIRE CONTRACT**

The insurance is provided under a contract of group term insurance with the Policyholder. The entire contract with the Policyholder consists of:

1. The Policy, and amendments and addenda;
2. The Application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued, or was amended during the term of the Policy;
3. The Certificates, and the endorsements or riders which are attached to and made a part of the Policy when issued or as may be amended during the term of this Policy; and
4. The signed Enrollment Forms, or any electronic enrollment information in a form deemed acceptable by Us and provided by the Policyholder to Us.

No document may be included by reference. Any statement made by the Policyholder or You will be deemed a representation and not a warranty or guarantee.

### **INCONTESTABILITY**

The validity of the Policy may not be contested except for nonpayment of premiums, after the Policy has been in force for two years from its date of issue. No statement made by any person insured under the Policy relating to his/her insurability may be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during the person's lifetime nor unless it is contained in a written instrument signed by the person.

### **MISSTATEMENT OF AGE**

If Your age is misstated, We have the right to make an equitable adjustment in the premium and/or coverage due for You based on the correct age.

### **AGENCY**

For all purposes of the Policy, the Participating Employer and the Policyholder acts on their own behalf or as Your agent. Neither the Participating Employer nor the Policyholder is Our agent.

### **WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE**

This Policy does not replace or affect requirements for coverage by Workers' Compensation insurance or state disability insurance.

**FRAUD**

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding Us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the policy and recovery of any amounts We have paid.

**NOTICE OF  
PROTECTION PROVIDED BY  
ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders. This safety net was created under Illinois law that determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

- Life Insurance
  - o \$300,000 in death benefits
  - o \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits. The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply to hospital, medical and surgical insurance benefits for which the maximum amount of protection is \$500,000.
  - o \$300,000 in disability insurance benefits
  - o \$300,000 in long-term care insurance benefits
  - o \$100,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.ilhiga.org](http://www.ilhiga.org) or contact:

Illinois Life and Health Insurance Guaranty Association  
1520 Kensington Road, Suite 112  
Oak Brook, Illinois 60523-2140  
(773) 714-8050

Illinois Department of Insurance  
4<sup>th</sup> Floor  
320 West Washington Street  
Springfield, Illinois 62767  
(217) 782-4515

**Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.**