

AMENDMENT NO. 1  
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 017859 00 and the certificate of coverage.

Policyholder: City of Burleson

It is agreed that the following changes are hereby made to the above-referenced Group Policy and Certificate:

Effective January 1, 2025:

The following are amended:

When do you need to pay premium?

When can this policy or a plan under this policy be canceled?

The following pages are affected by these changes and are therefore deleted:

GDC-4000 12/05 (ER-4S Rev 3/99)

GDC-4000 12/05 (ER-6)

The following pages are affected by these changes and are therefore added:

GDC-4000 12/05 (ER-V-4S)

GDC-4000 12/05 (ER-V-6 Rev 1/00)

**Class 1:**

The following are deleted:

Benefit Percentage

Maximum Payment Amount

Will your coverage continue if you are on a layoff, military leave of absence or leave of absence?

The following are added:

Weekly Payment

Waiver of Premium

When may you enroll or change your coverage under this plan?

What if you are rehired by the employer within the same plan year during which your employment terminated?

Will your coverage continue if you are on a layoff or leave of absence?

AMENDMENT NO. 1  
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 017859 00 and the certificate of coverage.

Policyholder: City of Burleson

The following are amended:

Elimination Period

Maximum Payment Duration

Cost of Coverage

Section 3: What will you find in this section?

Section 3: What terms do we define in this section?

When does your coverage become effective?

When is evidence of insurability required?

When does your coverage under this plan end?

Section 4: What will you find in this section?

Section 4: What terms do we define in this section?

What happens if you have a temporary recovery but you become disabled again due to the same injury or sickness as a prior disability?

The following pages are affected by these changes and are therefore deleted:

GDC-4500 12/05 (EE-1S-1 Rev 10/05)

GDC-4500 12/05 (EE-1S-2)

GDC-4500 12/05 (EE-3-Summary)

GDC-4500 12/05 (EE-3-1)

GDC-4500 12/05 (EE-3-2)

GDC-4500 12/05 (EE-3-3 Rev 10/05)

GDC-4500 12/05 (EE-3-4)

GDC-4500 12/05 (EE-3-5 TX Rev 10/05)

GDC-4500 12/05 (EE-4S-Summary Rev 10/05)

GDC-4500 12/05 (EE-4S-13 Rev 3/99)

The following pages are affected by these changes and are therefore added:

GDC-4500 12/05 (EE-1SV-1 Rev 3/99)

GDC-4500 12/05 (EE-1SV-2 Rev 3/99)

GDC-4500 12/05 (EE-3SV-Summary)

GDC-4500 12/05 (EE-3V-1)

GDC-4500 12/05 (EE-3SV-2 Rev 3/00)

GDC-4500 12/05 (EE-3V-3)

GDC-4500 12/05 (EE-3SV-4 Rev 3/00)

GDC-4500 12/05 (EE-3SV-5 Rev 10/05)

GDC-4500 12/05 (EE-3SV-6)

GDC-4500 12/05 (EE-3V-7 TX Rev 10/05)

GDC-4500 12/05 (EE-4SV-Summary)

GDC-4500 12/05 (EE-4SV-13)

AMENDMENT NO. 1  
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 017859 00 and the certificate of coverage.

Policyholder: City of Burleson

The effective date of these changes is January 1, 2025, but will not be effective prior to an insured employee's effective date of coverage. These changes only apply to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

Dated at Bellevue, WA, this 25th day of November, 2024.

Symetra Life Insurance Company



Margaret Meister,  
President

Accepted by:

Signed by:



6602FBF3EA234EB...

Tommy Ludwig

City Manager



Symetra<sup>®</sup> is a registered service mark of Symetra Life Insurance Company.

**SHORT TERM DISABILITY  
POLICY DETAILS  
(continued)**

**When do you need to pay premium?**

Premium payments are due on the plan effective date, and the first day of each calendar month after the plan effective date.

We must receive all premiums on or before the date the premium is due. You must pay premium in United States dollars.

Premium payments for this coverage must continue for any employee through the first payroll date following the date the employee is disabled under this plan.

Amendment #1, Effective January 1, 2025

## **EMPLOYER PROVISIONS (continued)**

### **WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?**

This policy or a plan under this policy can be canceled:

- by us; or
- by you.

We may cancel or offer to modify this policy or a plan, with at least 31 days written notice, when:

- the participation falls below the greater of:
  - 25% of the employees eligible for coverage;
  - 10 of the employees eligible for coverage;
- you do not promptly provide us with information that we need;
- this policy has been in effect more than 24 months;
- you fail to perform any of your obligations that relate to this policy.

If you fail to pay the premium during the 31 day grace period, this policy or plan will terminate automatically on the last day for which premium was paid. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect.

**Plan means a line of coverage under this policy.**

**Grace period means the period of time following the premium due date, except for the first premium, during which premium payment may be made.**

We reserve the right to review and terminate all classes covered under a plan if any class(es) cease(s) to be covered.

You may cancel this policy or a plan by giving us written notice at least 31 days before you intend the policy or plan to end. Cancellation can occur on an earlier date, if we agree. If this policy or a plan is canceled, the cancellation will not affect a payable claim.

**Payable claim means a claim for which we are liable under the terms of this policy.**

If this policy or a plan is canceled, coverage will end at 12:01 a.m. on the last day of coverage.

Amendment #1, Effective January 1, 2025

AMENDMENT NO. 1  
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 017859 00 and the certificate of coverage.

Policyholder: City of Burleson

It is agreed that the following changes are hereby made to the above-referenced Group Policy and Certificate:

**Class 1:**

Effective January 1, 2025:

The following are deleted:

Benefit Percentage

Maximum Payment Amount

Will your coverage continue if you are on a layoff, military leave of absence or leave of absence?

The following are added:

Weekly Payment

Waiver of Premium

When may you enroll or change your coverage under this plan?

What if you are rehired by the employer within the same plan year during which your employment terminated?

Will your coverage continue if you are on a layoff or leave of absence?

The following are amended:

Elimination Period

Maximum Payment Duration

Cost of Coverage

Section 3: What will you find in this section?

Section 3: What terms do we define in this section?

When does your coverage become effective?

When is evidence of insurability required?

When does your coverage under this plan end?

Section 4: What will you find in this section?

Section 4: What terms do we define in this section?

What happens if you have a temporary recovery but you become disabled again due to the same injury or sickness as a prior disability?

**AMENDMENT NO. 1**  
**Voluntary Short Term Disability Income Insurance**

This amendment forms a part of the Group Policy No. 01 017859 00 and the certificate of coverage.

Policyholder: City of Burleson

The following pages are affected by these changes and are therefore deleted:

GDC-4500 12/05 (EE-1S-1 Rev 10/05)  
GDC-4500 12/05 (EE-1S-2)  
GDC-4500 12/05 (EE-3-Summary)  
GDC-4500 12/05 (EE-3-1)  
GDC-4500 12/05 (EE-3-2)  
GDC-4500 12/05 (EE-3-3 Rev 10/05)  
GDC-4500 12/05 (EE-3-4)  
GDC-4500 12/05 (EE-3-5 TX Rev 10/05)  
GDC-4500 12/05 (EE-4S-Summary Rev 10/05)  
GDC-4500 12/05 (EE-4S-13 Rev 3/99)

The following pages are affected by these changes and are therefore added:

GDC-4500 12/05 (EE-1SV-1 Rev 3/99)  
GDC-4500 12/05 (EE-1SV-2 Rev 3/99)  
GDC-4500 12/05 (EE-3SV-Summary)  
GDC-4500 12/05 (EE-3V-1)  
GDC-4500 12/05 (EE-3SV-2 Rev 3/00)  
GDC-4500 12/05 (EE-3V-3)  
GDC-4500 12/05 (EE-3SV-4 Rev 3/00)  
GDC-4500 12/05 (EE-3SV-5 Rev 10/05)  
GDC-4500 12/05 (EE-3SV-6)  
GDC-4500 12/05 (EE-3V-7 TX Rev 10/05)  
GDC-4500 12/05 (EE-4SV-Summary)  
GDC-4500 12/05 (EE-4SV-13)

The effective date of these changes is January 1, 2025, but will not be effective prior to your effective date of coverage. These changes only apply to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.



Symetra<sup>®</sup> is a registered service mark of Symetra Life Insurance Company.

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Symetra Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Customer Service Representative at 425-256-8000**

**Toll-free: 1-800-796-3872**

Online: [www.symetra.com](http://www.symetra.com)

Email: <https://www.symetra.com/customer-service/how-can-we-help-you/email-us/>

Mail: PO Box 34690, Seattle, WA 98124-1690

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,  
PO Box 12030, Austin, TX 78711-2030

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Symetra Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Customer Service Representative al 425-256-8000**

**Teléfono gratuito: 1-800-796-3872**

En línea: [www.symetra.com](http://www.symetra.com)

Correo electrónico: <https://www.symetra.com/customer-service/how-can-we-help-you/email-us/>

Dirección postal: PO Box 34690, Seattle, WA 98124-1690

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,  
PO Box 12030, Austin, TX 78711-2030



City of Burleson

01 017859 00

## Employee Benefits

---

## Insurance Certificate

---

VOLUNTARY SHORT TERM DISABILITY  
INCOME INSURANCE

CLASS 1



**Symetra Life Insurance Company**  
**777 108th Avenue NE, Suite 1200**  
**Bellevue, Washington 98004-5135**

**Symetra Life Insurance Company is known as Symetra in this certificate.**

**"You" and "your" refer to the insured employee in this certificate.**

**This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.**

**Signed for Symetra as of the policy effective date.**

*Jacqueline M. Veneziani*     *Margaret Meister*

**Jacqueline M. Veneziani,**  
**Secretary**

**Margaret Meister,**  
**President**

**READ THIS CERTIFICATE CAREFULLY**

## GROUP SHORT TERM DISABILITY INSURANCE

### CERTIFICATE OF COVERAGE

Policyholder: City of Burleson

Policy Number: 01 017859 00

Policy Effective Date: January 1, 2022

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #1, Effective January 1, 2025

## **TABLE OF CONTENTS**

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

## **SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN**

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All Active Full Time Employees.

You must be working at least 30 hours per week.

Weekly Payment = 60% of your pre-disability earnings, not to exceed \$1,500 per week\*

\* We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = \$25

We may apply all payments to you toward overpayments.

Elimination Period = If disability is due to an injury: 14 days.

If disability is due to a sickness: 14 days.

## **SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN (continued)**

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect on the policy anniversary just prior to the date disability begins, or in effect on your date of employment if you were not in employment on the previous policy anniversary. It does not include commissions, bonuses, overtime pay or other extra compensation.

If your disability begins while you are on a covered layoff, military leave of absence or leave of absence, we will use your pre-disability earnings from the employer in effect on the policy anniversary just before the date your absence begins, or in effect on your date of employment if you were not in employment on the previous policy anniversary.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration = 11 weeks

Waiting Period:

If you are in an eligible class on or before the plan effective date: None.

If you are entering an eligible class after the plan effective date: None.

If your employment ends and you are rehired by the same employer within one year, we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time after the first of the month following the date you are disabled under this plan. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

## **SUMMARY OF THE GENERAL INFORMATION SECTION 2**

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

## SECTION 2: GENERAL INFORMATION

### WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

**You means an employee who is eligible for the coverage of this plan.**

**We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.**

**Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.**

**Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.**

**Insured means a person covered under this plan.**

**Plan means a line of coverage under the policy.**

## **SECTION 2: GENERAL INFORMATION (continued)**

### **TO WHAT INFORMATION DO WE HAVE ACCESS?**

The employer will give us information about you including:

- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:

- prevent you from receiving coverage
- affect the amount of your coverage

OR

- effect or continue your coverage if it should not be in effect or continue in effect.

### **HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?**

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:

- reduce or deny any claim

OR

- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

## **SECTION 2: GENERAL INFORMATION (continued)**

### **HOW WILL WE HANDLE INSURANCE FRAUD?**

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

### **WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?**

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

### **DOES THE EMPLOYER ACT AS YOUR AGENT?**

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

### **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

### **DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?**

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

## **SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3**

### **VOLUNTARY PLANS**

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, military leave of absence, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- initial enrollment period
- enrollment period
- re-enrollment period
- layoff
- military leave of absence
- leave of absence
- evidence of insurability
- family or medical leave of absence

## SECTION 3: ELIGIBILITY FOR COVERAGE

### VOLUNTARY PLANS

#### WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- the date the plan is effective;

OR

- the date you complete the waiting period.

#### WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

**Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.**

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

**Active employment means you are:**

- working for the employer at your work site for earnings the employer pays on a regular basis;

**AND**

- performing the material and substantial duties of your regular occupation.

**Active employment includes normal non-work days such as vacation, weekends and holidays.**

**Your work site must be:**

- the employer's usual place of business;
- an alternative location if directed by the employer;

**OR**

- a location to which your occupation requires you to travel.

**SECTION 3: ELIGIBILITY FOR COVERAGE  
(continued)**

**VOLUNTARY PLANS**

**WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.

If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

You may:

- keep your same coverage under the plan;
- choose no coverage under the plan; or
- enroll for coverage under the plan if you are not currently enrolled.

Coverage applied for or changes in coverage will apply until the next re-enrollment period.

If you are currently enrolled and do not re-enroll for coverage during a re-enrollment period, you will continue to be insured for the same coverage as previously enrolled.

If you do not enroll for coverage within 31 days of an enrollment period, then you will not be eligible to enroll for coverage under the plan until the next re-enrollment period.

### **SECTION 3: ELIGIBILITY FOR COVERAGE (continued)**

#### **VOLUNTARY PLANS**

#### **WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?**

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

**Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.**

**Enrollment period means the initial enrollment period and any re-enrollment period.**

**Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:**

- if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;
- if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.

**SECTION 3: ELIGIBILITY FOR COVERAGE  
(continued)**

**VOLUNTARY PLANS**

**WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the later of:

- 1. the first day of the pay period for which contributions for your coverage are deducted;
- OR
- 2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date	THEN	your coverage is effective on your eligibility date
For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply	THEN	your coverage is effective on the date you apply
For an increase in coverage applied for within 31 days of the effective date of a change in salary, and for decreases in coverage	THEN	the first day of the pay period for which contributions for your coverage are deducted
For a change in coverage applied for during a re-enrollment period	THEN	Your selected coverage will be effective on the later of the first day of the next plan anniversary or, if required, the first of the month coincident with or next following the date your Evidence of Insurability is approved.

### **SECTION 3: ELIGIBILITY FOR COVERAGE (continued)**

#### **VOLUNTARY PLANS**

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?**

Your employer may continue your coverage if you are on a layoff or on an approved military or non-military leave of absence. For a layoff, your coverage may continue for up to 12 months following the month in which your layoff begins. For a non-military leave of absence, your coverage may continue for up to 12 months following the date your leave of absence begins. For a military leave of absence, your coverage may be continued for a period not to exceed the longest of the period of time that coverage is continued under the plan for layoff, non-military leave of absence, or family or medical leave of absence. The cost of your coverage must be paid during the layoff or leave of absence period.

**Layoff or non-military leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.**

**Military leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time while you are in active military service. Your normal vacation time or any period of disability is not considered a temporary military leave of absence.**

#### **WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

**Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

### **SECTION 3: ELIGIBILITY FOR COVERAGE (continued)**

#### **VOLUNTARY PLANS**

#### **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?**

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- premiums for the cost of your continued coverage are paid;

AND

- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR

- the leave period required by applicable state law.

While you are on an approved family and medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND

- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

### **SECTION 3: ELIGIBILITY FOR COVERAGE (continued)**

#### **VOLUNTARY PLANS**

#### **WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff, military leave of absence or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

#### Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
  - a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
  - b. On the date six months after you last were in active employment.
  - c. On the date you begin full time employment with another employer.
  - d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

## **SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4**

What will you find in this section?

- what disability means
- when weekly payments start
- requirements of care from a doctor
- when will we not cover a disability
- our payment if you are disabled
- what are (are not) other income amounts
- cost of living increases to any other income amounts
- when weekly payments stop
- temporary recovery
- payment limitations
- what happens if the employer changes insurance plans

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- sickness
- injury
- elimination period
- regular care
- doctor
- maximum weekly payment
- gross weekly payment
- minimum weekly payment
- maximum payment duration

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

### **WHAT DOES DISABILITY MEAN?**

**Disabled/Disability means our determination that your sickness or injury:**

- **prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer; and**
- **as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**

**Material and substantial duties are the duties that:**

- **are normally required for the performance of the occupation;**

**AND**

- **cannot be reasonably omitted or changed.**

extended reg occ  
w/ residual

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

**Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.**

**Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for six months or more, the reasonable employment option will then be considered your regular occupation.**

**Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.**

**Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

non-occ

#### **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

##### **DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?**

Your disability must continue through the elimination period before we begin making payments to you.

**Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.**

##### **WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?**

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of 7 days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.

##### **HOW CAN WE ASSIST YOU IN RETURNING TO WORK?**

Other vocational rehabilitation services may be available to you. These services are designed to coordinate with your LTD plan and can be found in the ADDITIONS TO YOUR LTD PLAN section.

acc of ep = 7 days

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

### **DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?**

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

**Regular care means:**

- **you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;**

**AND**

- **you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

**Doctor means a person:**

- **regularly performing tasks that are within the limits of the person's medical license;**

**AND**

- **who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR**
- **who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

### **MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

### **WHEN WILL WE NOT COVER A DISABILITY?**

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- an injury arising out of, or in the course of, any work for wage or profit;
- a sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

**No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.**

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

non-occ

#### **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

##### **HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum weekly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
- Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

##### **HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

**IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.**

##### **WHAT IF YOUR CURRENT INCOME FLUCTUATES?**

If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time.

#### **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

**Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.**

**Minimum weekly payment means the minimum weekly amount for which you are insured under this plan, except where necessary to recover an overpayment.**

**Gross weekly payment means the weekly payment amount before we subtract other income amounts.**

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

#### **WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?**

Your weekly payment from us is pro-rated. This means that if you are disabled for only part of a week, you will receive a payment equal to 1/7th of a full weekly payment for each day of the week you are disabled.

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

### WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law
  - b. occupational disease law
  - c. any other similar act or law.
2. any disability income benefits you receive or are eligible to receive under:
  - a. any compulsory benefit act or law
  - b. any other group insurance plan with the employer or with an association
  - c. any other group insurance plan with another employer which you become insured under while you are disabled under this plan
  - d. any governmental retirement system as a result of your job with the employer.
3. any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and includes any similar plan or act. Benefits include:
  - a. disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability
  - b. retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. any benefits you receive from a formal salary continuation plan.
5. any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payments to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.**

Primary/Family

#### **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

6. any benefits from the employer's retirement plan you:
  - a. receive as disability benefits
  - b. voluntarily choose to receive as retirement benefits
  - c. receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you roll over or transfer to an eligible retirement plan.

**Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.**

**Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.**

**Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.**

**Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.**

7. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
8. any amounts you receive under any unemployment compensation law.
9. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

#### **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

#### **WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?**

We will pay you a minimum weekly payment under this plan, subject to any overpayments.

#### **DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?**

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our payments to you by this estimated amount if:

- you have not been awarded such benefits but have not been denied such benefits;
- OR
- you have been denied such benefits and the denial is being appealed;
- OR
- you are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if:

- you apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- you sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

### **WHAT ARE NOT OTHER INCOME AMOUNTS?**

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans
- sick leave plan

### **WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?**

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.**

- the date your current income exceeds 80% of your pre-disability earnings. If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches 80% of your pre-disability earnings;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you complete the elimination period of any Group Long Term Disability plan provided by the employer;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.**

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)**

### **WHEN WILL OUR PAYMENTS TO YOU STOP? - continued**

- The date you refuse to try or attempt to work with the assistance of:
  1. modifications made to your work environment, functional job elements or work schedule; or
  2. adaptive equipment or devices,that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- If you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS  
(continued)**

**WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?**

If you return to work, earning more than 80% of your pre-disability earnings, and:

1. the same sickness or injury causes your disability to occur again within 45 consecutive days of the date the prior disability ended

OR

2. you become disabled again within 1 full day of the date the prior disability ended from a sickness or injury unrelated to the sickness or injury that caused your prior disability, then we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

If you do not satisfy item 1 or 2 above, your disability will be treated as a new disability and will be subject to all of the provisions of this plan.

## **SUMMARY OF THE CLAIM INFORMATION SECTION 5**

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

## **SECTION 5: CLAIM INFORMATION**

### **WHEN DO YOU NOTIFY US OF A CLAIM?**

You need to notify us in writing of your claim within 30 days after the date your disability begins. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

### **WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?**

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

### **HOW DO YOU FILE A CLAIM?**

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

### **WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?**

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

## **SECTION 5: CLAIM INFORMATION (continued)**

### **WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?**

Your proof of claim must include:

- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

### **WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?**

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

### **WHO DO WE MAKE PAYMENTS TO?**

We will make all payments to you.

### **WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?**

We have the right to recover overpayments due to:

- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Symetra Life Insurance Company  
Bellevue, WA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
  
2021-017  
Group Life, Disability, and Voluntary Benefits

OFFICE USE ONLY  
CERTIFICATION OF FILING

Certificate Number:  
2024-1243254

Date Filed:  
11/26/2024

Date Acknowledged:

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is Kimberlee Jackson, and my date of birth is

My address is 777 108th Ave NE Ste 1200, Bellevue, WA 98004, USA

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Atlanta County, State of GA, on the 26th day of November, 2024

Signature of authorized agent of contracting business entity (Declarant)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V4.1.0.5dd2ace2

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY  
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Symetra Life Insurance Company  
Bellevue, WA United States

Certificate Number:  
2024-1243254

Date Filed:  
11/26/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
City of Burleson

Date Acknowledged:  
12/10/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
2021-017  
Group Life, Disability, and Voluntary Benefits

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

**Incorporation Provision**

**Policy Rider**

**Rider Number:** 4  
**Policyholder:** City of Burleson  
**Policy Number:** 01 017859 00

The Certificate(s) of Insurance, Rider(s), Policy change(s) and certificate change(s) are attached to, incorporated in and made a part of, The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy, except as stated herein.

<u>Rider</u>	<u>Effective Date of Incorporation</u>	<u>Applicable to</u>
4	December 8, 2023	Class 1, 2 and 3

<u>Policy Change(s)</u>	<u>Effective Date of Change</u>
	January 1, 2024

The following is amended:  
Incorporation Provision

Policy Page(s) Changed

LGC 13000/TX 07/17, Incorporation Provision

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/TX-CERT 07/17	January 1, 2024	Class 1

Certificate Change(s)

The following are amended:  
Schedule of Insurance – Eligible Class(es) for Coverage  
Schedule of Insurance – Life Insurance Benefit  
Schedule of Insurance – Accidental Death and Dismemberment Insurance Benefit (AD&D)  
Eligibility and Enrollment – Dependent Evidence of Insurability Requirements  
Period of Coverage – Effective Date for Changes in Coverage  
Period of Coverage – Continuation Provisions  
Benefits – Limitations

## Incorporation Provision

### Policy Rider

**Rider Number:** 4  
**Policyholder:** City of Burleson  
**Policy Number:** 01 017859 00

#### Certificate Page(s) Changed

LGC 13500/TX-SCH 07/17; Schedule of Insurance  
LGC 13500/TX-ELI 07/17; Eligibility and Enrollment  
LGC 13500/TX-COV 07/17; Period of Coverage  
LGC 13500/TX-BEN 07/17; Benefits

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/TX-CERT 07/17	January 1, 2024	Class 2 and 3

#### Certificate Change(s)

The following are deleted:  
Certificate of Insurance – Class 2  
Certificate of Insurance – Class 3

#### Certificate Page(s) Deleted


LGC 13500/TX-CERT 07/17; Certificate Face Page  
LGC 13500/TX-SCH 07/17; Schedule of Insurance  
LGC 13500/TX-DEF 07/17; Definitions  
LGC 13500/TX-ELI 07/17; Eligibility and Enrollment  
LGC 13500/TX-COV 07/17; Period of Coverage  
LGC 13500/TX-BEN 07/17; Benefits  
LGC 13500/TX-GEN 07/17; General Provisions

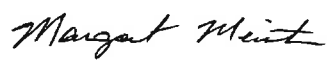
The provisions found in the certificate(s) will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and certificate(s) remain the same.

City of Burleson

Symetra Life Insurance Company

By:   
Title: City Manager  
Date: December 11, 2023

  
By: Margaret Meister  
President

Date: December 8, 2023

**Instructions:** (1) Sign and return to Symetra.  
(2) Retain a copy with your policy.

### **Incorporation Provision**

The Certificate(s) of Insurance listed below are attached to, incorporated in and made a part of, The Policy.

<u>Certificate of Insurance</u>	<u>Applicable to</u>	<u>Effective Date of Incorporation</u>	<u>Effective Date of Termination</u>
LGC 13500/TX-CERT 07/17	Class 1	January 1, 2019	
LGC 13500/TX-CERT 07/17	Class 2	January 1, 2019	December 31, 2023
LGC 13500/TX-CERT 07/17	Class 3	January 1, 2019	December 31, 2023

The provisions found in the certificate(s) will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and certificate(s) remain the same.



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

### **Certificate Rider**

**Rider Number:** 4  
**Policyholder:** City of Burleson  
**Policy Number:** 01 017859 00

The Rider(s) form a part of the Certificate of Insurance given in connection with The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of the Certificate of Insurance, except as stated herein.

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/TX-CERT 07/17	January 1, 2024	Class 1

#### Certificate Change(s)

The following are amended:

Schedule of Insurance – Eligible Class(es) for Coverage  
Schedule of Insurance – Life Insurance Benefit  
Schedule of Insurance – Accidental Death and Dismemberment Insurance Benefit (AD&D)  
Eligibility and Enrollment – Dependent Evidence of Insurability Requirements  
Period of Coverage – Effective Date for Changes in Coverage  
Period of Coverage – Continuation Provisions  
Benefits – Limitations

#### Certificate Page(s) Changed

LGC 13500/TX-SCH 07/17; Schedule of Insurance  
LGC 13500/TX-ELI 07/17; Eligibility and Enrollment  
LGC 13500/TX-COV 07/17; Period of Coverage  
LGC 13500/TX-BEN 07/17; Benefits

The provisions found in the certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, the certificate remains the same.

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Symetra Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Customer Service Representative at 425-256-8000**

**Toll-free: 1-800-796-3872**

Online: [www.symetra.com](http://www.symetra.com)

Email: <https://www.symetra.com/customer-service/how-can-we-help-you/email-us/>

Mail: PO Box 34690, Seattle, WA 98124-1690

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,  
PO Box 12030, Austin, TX 78711-2030

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Symetra Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Customer Service Representative al 425-256-8000**

**Teléfono gratuito: 1-800-796-3872**

En línea: [www.symetra.com](http://www.symetra.com)

Correo electrónico: <https://www.symetra.com/customer-service/how-can-we-help-you/email-us/>

Dirección postal: PO Box 34690, Seattle, WA 98124-1690

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,  
PO Box 12030, Austin, TX 78711-2030



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)  
Telephone: 1-800-796-3872

## **EMPLOYEE ACCELERATED BENEFIT INSURANCE WHAT YOU SHOULD KNOW**

**Death benefits will be reduced if an accelerated benefit is paid.**

**DISCLOSURE:** The accelerated benefit offered under this policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Favorable tax treatment would allow the benefits to be excluded from your income subject to federal taxation, and would depend upon factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. Due to the complexity of tax laws, you are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life- insurance benefits excludable from income under federal law.

Receipt of accelerated benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplemental Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your spouse's and your family's eligibility for public assistance.

Symetra Life Insurance Company will pay the Accelerated Benefit subject to the terms of the Employee Accelerated Benefit Insurance provisions and all other provisions of the group policy. These provisions are in the Benefit Provisions of your Employee Certificate. Please read your Employee Certificate carefully.

Briefly, however, the Accelerated Benefit is available when you have given Symetra satisfactory evidence, including a licensed physician's certificate, you have 12 months or less to live. Symetra may require the physician's certificate to be from a physician that Symetra chooses. We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

While a claim is pending, We have the right, at Our expense, to have the insured examined by a Physician when and as often as We reasonably require. If there are conflicting opinions between the insureds' physician, and the company's physician, we may seek, at Our expense, a third medical opinion of a Licensed Health Care Practitioner that is mutually acceptable to the Insured and Us. Any additional diagnoses will be at the company's expense.

Payment of the Accelerated Benefit will affect the death benefit. Any Accelerated Benefit amount paid will be paid to you in a lump sum. The amount of insurance will be reduced by the amount of the lump sum payment.

For example:

For an employee with an amount of insurance of \$50,000 who chooses the 50% accelerated benefit option:

\$50,000	amount of insurance in force before accelerated benefit payment
- \$25,000	amount of accelerated benefit payment
\$25,000	amount of insurance remaining after accelerated benefit payment



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

## **Incorporation Provision**

### **Beneficiary Companion, Travel Assistance and Identity Theft Resolution Services Policy Rider**

**Rider Number:** 1  
**Policyholder:** City of Burleson  
**Policy Number:** 01 017859 00

The following provision is hereby added to the above-referenced Group Policy and Certificate of Insurance. This Rider does not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy.

#### **Noninsurance Benefits**

We may agree with the Policyholder to offer or provide to you the value-added benefits and services listed below. We have arranged for a third party service provider to give access to you to the services which relate to the line of insurance coverage the Policyholder has purchased. While we have arranged for this access, the third party service provider is liable to you for the provision of such services. We are not responsible for the provision of such services nor are we liable for the failure of the provision of the same. Further, we are not liable to you for the negligent provision of such services by this third party service provider. If you wish to initiate a complaint or are requesting an appeal, please contact the vendor by calling 1-877-823-5807 and you will be guided through the complaint resolution process by the vendor. Please note that if the vendor fails to provide or continue to provide the services listed below, then no services are available, since we are not responsible for providing these services.

#### **Beneficiary Companion services:**

- Issue of a Beneficiary Companion Guidebook
- Access to Beneficiary Assistance Coordinators any time, any day of the week
- Assistance if a deceased's identity is stolen

Dedicated Beneficiary Assistance Coordinators are available 24/7 to:

- Answer any questions
- Offer guidance on how to obtain death certificate copies
- Manage notifications, including:
- Social Security Administration
- Credit reporting agencies
- Credit card companies/financial institutions
- Third-party vendors
- Government agencies

#### **Travel Assistance services:**

- Help finding physicians, dentists and medical facilities.
- Free transportation under medical supervision to a hospital/treatment facility.
- Replacement of medication or eyeglasses.
- Monitoring during a medical emergency to determine if care is appropriate, or if evacuation is required.
- Arrangement for your traveling companion's return home if previously made arrangements are lost due to your medical emergency.
- Free transportation home for dependent children under the age of 16 who were traveling with you and are left unattended because of your hospitalization. A qualified escort will be arranged if necessary.
- Free round-trip transportation for one immediate family member or friend to visit you if you are traveling alone and are likely to be hospitalized for seven consecutive days.

#### **Identity Theft Resolution services:**

- Assistance completing an ID theft affidavit to submit to the proper authorities, credit bureaus and creditors.
- Help replacing credit, debit and membership cards.
- A credit report review with the beneficiary.
- Suppression of the deceased's credit report or an offer to freeze/close the account with credit bureaus.
- Full-service resolution assistance if the deceased's identity is stolen, including affidavit assistance, credit bureau and fraud department notification, help filing a police report, and creditor follow-up.

**To obtain these benefits, contact Europ Assistance at 1-877-823-5807.** You may obtain a complete description of these services in the additional materials given to you by the Policyholder.

As an insured employee, you and your family members have access to these programs at no additional charge. Termination of these services will occur if your coverage under the group policy terminates for any reason, or in the event that the Policyholder chooses to discontinue these services.

The effective date of these changes is January 1, 2019 but will not be effective prior to an insured person's effective date of coverage. All other terms and provisions of the policy will apply other than as stated in this amendment.

The provisions found in the Certificate(s) of Insurance will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and Certificate(s) of Insurance remain the same.

Symetra Life Insurance Company



By: Margaret Meister,  
President

**Instructions: Retain a copy with your policy.**



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

### **Incorporation Provision**

### **Occupational Death Benefit**

**Rider Number:** 3  
**Policyholder:** City of Burleson  
**Policy Number:** 01 017859 00

The following provision is hereby added to the above-referenced Group Policy and Certificate of Insurance. This Rider does not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy.

**Occupational Death Benefit:** *When is the Occupational Death Benefit payable?*

If You suffer a Loss of life as the result of a Covered Occupational Death, We will pay an Occupational Death Benefit if Your death occurs:

- 1) within 365 days after the date You were last Actively at Work; and
- 2) while You were covered under The Policy.

**Covered Occupational Death** means a death caused by or resulting from an Injury sustained while You are Actively at Work as a Public Safety Officer, or in the case of a required period of work not coinciding with regular work hours, while in transit to or from work.

**Public Safety Officer** means an Active Employee whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer means police officers, firefighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.

The Occupational Death Benefit will not be payable if Your death is caused or contributed by:

- 1) suicide or attempted suicide, whether sane or insane;
- 2) Injury sustained while committing or attempting to commit a felony; or
- 3) voluntary use or consumption of any poison, chemical compound or drug, including but not limited to prescription medications, unless as prescribed to You by or administered to You by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

The effective date of these changes is January 1, 2024, but will not be effective prior to an insured person's effective date of coverage. All other terms and provisions of The Policy will apply other than as stated in this Rider.

The provisions found in the Certificate(s) of Insurance will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and Certificate(s) of Insurance remain the same.

Symetra Life Insurance Company

By: Margaret Meister,  
President

**Instructions: Retain a copy with your Policy.**



# Symetra Life Insurance Company

---

## Group Life Insurance

## CERTIFICATE

Please Note: Death benefits will be reduced if accelerated benefits are paid.

Class 1



## CERTIFICATE OF INSURANCE


**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

**Policyholder:** City of Burleson  
**Policy Number:** 01 017859 00  
**Policy Effective Date:** January 1, 2019  
**Policy Anniversary Date:** January first of each year beginning in 2020

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us. The Policy may be inspected at the office of the Policyholder.

Signed for The Company

  
Jacqueline M. Veneziani, Secretary

  
Margaret Meister, President

---

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

**Table of Contents**

Certificate Face Page  
Schedule of Insurance  
Definitions  
Eligibility and Enrollment  
Period of Coverage  
Benefits  
General Provisions

Rider #4, Effective January 1, 2024

Symetra ® is a registered service mark of Symetra Life Insurance Company.

## Schedule of Insurance

The benefits described herein are those in effect as of: January 1, 2024

### Cost of Coverage:

#### Non-Contributory Coverage:

Basic Life Insurance

Basic Accidental Death and Dismemberment Insurance

#### Contributory Coverage:

Basic Dependent Life Insurance

Supplemental Life Insurance

Supplemental Accidental Death and Dismemberment Insurance

Supplemental Dependent Life Insurance

Supplemental Dependent Accidental Death and Dismemberment Insurance

**Eligible Class(es) for Coverage:** All full-time Active Employees working a minimum of 30 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 1 All Active Full Time Employees

### Annual Enrollment Period: As determined by Your Employer on a yearly basis.

Benefit increases may not exceed the policy's guaranteed issue amount.

#### For newly enrolled:

Employees: up to 5 increments of \$10,000.

#### For currently enrolled:

Employees: up to 5 increments of \$10,000.

This open enrollment does not apply to employees previously declined for amounts of coverage, or for those who were required to submit Evidence of Insurability but failed to do so. This open enrollment also does not apply to employees who have not satisfied the service waiting period.

Coverage enrolled for during this open enrollment period is effective January 1, 2019. However, any benefit amounts subject to Evidence of Insurability are not effective until approved in writing by Symetra.

### Eligibility Waiting Period for Coverage:

If You are Actively at Work for the Employer prior to January 1, 2021: The first of the month following 30 days of continuous employment.

If You start working for the Employer on or after January 1, 2021: None

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a part-time or seasonal employee with the Employer.

## Schedule of Insurance

### Life Insurance Benefit

Benefit Amounts are rounded to the next higher \$1,000, if not already a multiple thereof.

#### Employee

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1	2 x Earnings	\$300,000	\$300,000

<u>Supplemental</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1	\$10,000 to \$500,000 in increments of \$10,000 as selected by You on the enrollment card	\$500,000, not to exceed 5 x Earnings	\$150,000

#### Dependent

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1			
Spouse	\$10,000	\$10,000	\$10,000
Child birth to 26 years	\$10,000	\$10,000	\$10,000

<u>Supplemental</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1			
Spouse	\$5,000 to \$250,000 in increments of \$5,000 as selected by You on the enrollment card	\$250,000, not to exceed 100% of Your Supplemental Life Benefit Amount	\$50,000
Child birth to 26 years	\$20,000	\$20,000	\$20,000

#### Occupational Death Benefit

Benefit Amount:	\$300,000
Maximum Amount:	\$300,000

### Accidental Death and Dismemberment Insurance Benefit (AD&D)

Principal Sums are rounded to the next higher \$1,000, if not already a multiple thereof.

#### Employee

<u>Basic</u>	<u>Principal Sum</u>	<u>Principal Maximum Sum</u>
Class 1	2 x Earnings	\$300,000

### Schedule of Insurance

<u>Supplemental</u> Class 1	<u>Principal Sum</u> \$10,000 to \$500,000 in increments of \$10,000 as selected by You on the enrollment card	Principal Maximum <u>Sum</u> \$500,000, not to exceed 5 x Earnings
<b>Dependent</b>		
<u>Supplemental</u> Class 1 Spouse	<u>Principal Sum</u> \$5,000 to \$250,000 in increments of \$5,000 as selected by You on the enrollment card	Principal Maximum <u>Sum</u> \$250,000, not to exceed 100% of Your Supplemental AD&D Principal Sum
Child birth to 26 years	\$20,000	\$20,000

### Additional Accidental Death and Dismemberment Insurance Benefits

#### Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount:	10% of Basic and Supplemental AD&D Principal Sum
Seat Belt Maximum Amount:	\$25,000
Seat Belt Minimum Amount:	\$1,000

Air Bag Benefit Amount:	10% of Basic and Supplemental AD&D Principal Sum
Air Bag Maximum Amount:	\$25,000

#### Repatriation Benefit

Benefit Amount:	5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	\$5,000

#### Child Education Benefit

Benefit Amount:	5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	\$5,000
Minimum Amount:	\$2,500

#### Day Care Benefit

Benefit Amount:	5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	\$5,000
Minimum Amount:	\$2,500

#### Spouse Education Benefit

Benefit Amount:	3% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	\$3,000
Minimum Amount:	\$1,250

## Schedule of Insurance

### Reduction in Amount of Life Insurance

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

### Reduction in Coverage Due to Age

Applies to Basic Life Insurance, Basic Accidental Death and Dismemberment Insurance, Supplemental Life Insurance, Supplemental Accidental Death and Dismemberment Insurance and Supplemental Spouse Life Insurance:

We will reduce the Life Insurance Benefit and Principal Sum for You and Your Spouse to the percentage indicated in the table below. This reduction will be effective on the first of the month coincident with or following the date You attain the age shown below. These reductions also apply if:

- 1) You or Your Spouse become covered under The Policy; or
- 2) Your or Your Spouse's coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

<b>Your Age</b>	<b>Benefit % You and Your Spouse Receive</b>
65	65%
70	50%
75	35%

Applies to Supplemental Spouse Accidental Death and Dismemberment Insurance:

We will reduce the Principal Sum for Your Spouse to the percentage indicated in the table below. This reduction will be effective on the first of the month coincident with or following the date You attain the age shown below. These reductions also apply if:

- 1) Your Spouse becomes covered under The Policy; or
- 2) Your Spouse's coverage increases;

on or after the date You attain age 35.

Percentage to which the original amount of coverage will be reduced:

<b>Your Age</b>	<b>Benefit % Your Spouse Receives</b>
35	75%
50	70%
65	65%

Applies to Basic Spouse Life Insurance:

No reduction.

## Definitions

### **Active Employee**

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

### **Actively at Work**

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

### **Airworthiness Certificate**

means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

### **Civil or Public Aircraft**

means a Civil or Public Aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

### **Common Carrier**

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

### **Contributory Coverage**

means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

### **Dependent Child**

means Your children, stepchildren, adopted children, grandchildren or adopted grandchildren provided such children are:

- 1) under age 26; or
- 2) age 26 or older and physically or mentally disabled and under the parents' supervision.

## **Definitions**

### **Dependent**

means Your Spouse, Your same or opposite sex domestic partner as permitted or required to be recognized as a dependent under state or federal law and Your Dependent Child. A Dependent must be a citizen or legal resident of the United States. Any person who is in full-time military service cannot be a Dependent.

### **Earnings**

means Your regular annual rate of pay not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the last Policy Anniversary Date.

### **Employer**

means the Policyholder.

### **FAA**

means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### **Injury**

means bodily Injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You or Your Dependent are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound;  
or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

### **Military Transport Aircraft**

means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

## Definitions

### Motor Vehicle

means a self-propelled, four or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

### Non-Contributory Coverage

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

### On

means, when used with reference to any conveyance (land, water or air), in or On, boarding or alighting from the conveyance.

### Physician

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### Prior Policy

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### Related

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### Scheduled Aircraft

means a Civil or Public Aircraft operated by a scheduled airline which:

- 1) is licensed by the FAA for the transportation of passengers for hire; and
- 2) publishes its flight schedules and fares for regular passenger service.

## **Definitions**

### **Spouse**

means Your Spouse who is not legally separated or divorced from You. Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

### **The Policy**

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### **We, Us or Our**

means the insurance company named on the face page of The Policy.

### **You or Your**

means the person to whom this certificate is issued. This person owns the certificate and is entitled to exercise all rights and privileges under the certificate.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

### **Eligibility for Dependent Coverage:** *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

### **Enrollment:** *How do I enroll for coverage for myself and my Dependents?*

For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

## Eligibility and Enrollment

**Dependent Evidence of Insurability Requirements:** *When will my Dependent first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependent coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Dependent Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is \$20,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

- 1) the amount of Dependent Life Insurance will equal the amount for which Your Dependent was eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) Your Dependent will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

**Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

**Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married or You execute a domestic partner affidavit;
- 2) You and Your Spouse divorce or terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse or domestic partner is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

## Period of Coverage

### **Dependent Effective Date:** *When does Dependent coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependent Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

### **Dependent Deferred Effective Date:** *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, other than a newborn is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

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

### **Dependent Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy for my Dependent?*

If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance and the Accidental Death and Dismemberment Principal Sum:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

### **Change in Coverage:** *When may I change my coverage or coverage for my Dependent?*

After Your initial enrollment, You may increase or decrease coverage for You or Your Dependent or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

## Period of Coverage

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the first of the month following the last day of any Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

### **Increase in Amount of Life Insurance:** *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*

If You or Your Dependent are:

- 1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

In any event, if the amount of Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependent, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the amount of Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependent Evidence of Insurability is not satisfactory to Us, the amount of Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

### **Increase in Amount of Life Insurance:** *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
  - a) during the last 12 consecutive month period; or
  - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

## Period of Coverage

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the first day of the month following the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the first day of the month You or Your Employer terminates Your employment; or
- 5) the first day of the month following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

### **Reinstatement:** *Can my coverage be reinstated after it ends?*

If:

- 1) Your coverage ends because You are no longer employed by the Employer or no longer in an eligible class; and
- 2) You are rehired or return to an eligible class within 12 months of the date Your coverage ended;

then coverage for You and Your previously covered Dependent may be reinstated, provided You request such reinstatement within 31 days of the date You return to work or to an eligible class.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

We will not reinstate any amount of coverage which You or Your Dependent:

- 1) converted in accordance with the Conversion Right; or
- 2) continued under the Portability provision;

unless You cancel such coverage.

### **Dependent Termination:** *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

### **Continuation Provisions:** *Can my coverage and my Dependent coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependent will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your and Your Dependent coverage remain unchanged.

## Period of Coverage

**Leave of Absence:** If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage (including Dependent Life coverage) may be continued for up to 12 months following the date the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Military Leave of Absence:** If You or Your Dependent enter active military service and are granted a military leave of absence in writing, all of Your coverage (including Dependent Life coverage) may be continued for up to 12 months following the month in which the leave of absence commenced. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

**Layoff:** If You are temporarily laid off by the Employer due to lack of work, all of Your coverage (including Dependent Life coverage) may be continued for up to 12 months following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

**Sickness or Injury:** If You are not Actively at Work due to sickness or injury, all of Your coverage (including Dependent Life coverage) may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

### **Continuation for Dependent Child with Disabilities:** *Will coverage for Dependent Child with Disabilities be continued?*

If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 26 or older;
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child must have become Disabled before attaining age 26.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the amount of Life Insurance for such Dependent Child will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

## Period of Coverage

### **Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

### **Eligible Coverages:** *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Basic and Supplemental Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependent.

### **Disabled:** *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

### **Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

### **When Premiums are Waived:** *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then You will be required to resume/continue contributions/premium payments in order to continue coverage.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

## Period of Coverage

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

### **Benefit Payable before Approval of Waiver of Premium:** *What if I die or my Dependent dies before I qualify for Waiver of Premium?*

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

### **Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependent is no longer in an Eligible Class or Dependent coverage is no longer offered;  
or
- 5) Your Dependent no longer meets the definition of Dependent.

### *What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependent as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependent if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

### **Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

## Benefits

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You or Your Dependent die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

### **Accelerated Benefit:** *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill, and You request in writing that a portion of the Terminally Ill person's amount of Life Insurance be paid as an Accelerated Benefit while the Terminally Ill person is:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit. At the time of the payment of any Accelerated Benefit Amount, We will provide You with a statement specifying the amount of Accelerated Benefit Amount paid and the amount of Life Insurance that remains payable upon the Terminally Ill person's death.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$250,000. However, in no event will the Accelerated Benefit Amount exceed 80% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$8,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$5,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

**Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

## Benefits

Any portion of the Life Insurance Benefit Amount, remaining after reduction of the Life Insurance Benefit Amount, due to payment of any Accelerated Benefit referred to in this section and related charges, interest or liens, if applicable, shall be paid upon the death of the Terminally Ill person.

The Accelerated Benefit, related charges, interest, discounts or liens, if applicable, and the balance of the Life Insurance Benefit Amount shall constitute full settlement of the Life Insurance Benefit of the contract.

### **Proof of Terminal Illness and Examinations:** *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

### **No Longer Terminally Ill:** *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

### **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Insurance Benefits; or
- 2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

## Benefits

### **Conversion:** *How do I convert my coverage or my Dependent coverage?*

To convert Your coverage or coverage for Your Dependent, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependent under the Conversion Right:

- 1) will be effective as of the 32<sup>nd</sup> day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

### **Death within the Conversion Period:** *What if I or my Dependent die before coverage is converted?*

We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

### **Effect of Waiver of Premium on Conversion:** *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

### **Portability Benefits:** *What is Portability?*

Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Basic Life Insurance, Supplemental Life Insurance, Basic Dependent Life Insurance and Supplemental Dependent Life Insurance.

## Benefits

### **Qualifying Events:** *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependent are:

- 1) Your Employment terminates, for any reason prior to Normal Retirement Age;
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or
- 4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

### **Electing Portability:** *How do I elect Portability?*

You may elect Portability for Your coverage after Your Basic and Supplemental coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent coverage ends.

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

### **Limitations:** *What limitations apply to this benefit?*

#### Applies to Basic Life Insurance and Basic Dependent Life Insurance:

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$250,000 for You;
- 2) \$10,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

## Benefits

### Applies to Supplemental Life Insurance, Supplemental Spouse Life Insurance and Supplemental Child Life Insurance:

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$250,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$20,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

### **Effect of Portability on other Provisions:** *How does Portability affect other provisions?*

Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation Provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

### **Accidental Death and Dismemberment Insurance Benefit:** *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You or Your Dependent sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay the injured person's amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance. The amount of Your Dependent Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Life .....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes .....	Principal Sum
One Hand and One Foot .....	Principal Sum
Speech and Hearing in Both Ears .....	Principal Sum
Either Hand or Foot and Sight of One Eye .....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia) .....	Principal Sum
Movement of Both Lower Limbs (Paraplegia) .....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia) .....	Three-Quarters of Principal Sum

## Benefits

Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot .....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand .....	One-Quarter of Principal Sum

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

**Double Indemnity while On a Common Carrier Benefit:** *When is the Double Indemnity while On a Common Carrier Benefit payable?*

If the Injury occurs while the injured person is On a Common Carrier, We will double the Principal Sum payable.

**Exposure and Disappearance:** *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You or Your Dependent were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You or Your Dependent suffered Loss of life if:

- 1) the person's body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered Injury resulting from the accident.

**Seat Belt and Air Bag Benefit:** *When is the Seat Belt and Air Bag Benefit payable?*

If You or Your Dependent sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while the injured person was:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if the injured person was:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

## Benefits

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that the injured person was wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

**Accident**, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which the injured person was wearing a Seat Belt.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**Seat Belt** means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Repatriation Benefit:** *When is the Repatriation Benefit payable?*

If You or Your Dependent sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of the deceased person's place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
  - a) preparation of the body for burial or cremation; and
  - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying the deceased person's amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Child Education Benefit:** *When is the Child Education Benefit payable?*

If You or Your Spouse sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

- 1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

## **Benefits**

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

If Your Spouse dies, the Child Education Benefit pays an amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Spouse's amount of Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Children:

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12<sup>th</sup> consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death or Your Spouse's death; and
- 2) no person qualifies as a Student.

**Student** means Your Child who is covered on the date of Your or Your Spouse's death:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your or Your Spouse's death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your or Your Spouse's death and was a student in the 12<sup>th</sup> grade on the date of Your or Your Spouse's death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

**Child** means Your or Your Spouse's unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

### **Day Care Benefit:** *When is the Day Care Benefit payable?*

If You or Your Spouse sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Day Care Benefit for each of Your Children if such Child is under age seven at the time of Your or Your Spouse's death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

## Benefits

We will make one Day Care Benefit payment each year, for a maximum of four Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
  - a) is attending a Day Care Program; or
  - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12<sup>th</sup> month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit; or
- 2) the Maximum Amount for this Benefit.

If Your Spouse dies, the Day Care Benefit pays an amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Spouse's amount of Principal Sum by the Day Care Benefit; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of the deceased person's death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

**Day Care or Day Care Program** means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children;
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides child care on a daily basis for 12 months a year.

**Child** means Your or Your Spouse's unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You or Your Spouse for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Spouse Education Benefit:** *When is the Spouse Education Benefit payable?*

If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

## Benefits

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one year of Your death.

**Occupational Training** means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

**Expense Incurred** means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training. The expense must be incurred within two years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Exclusions:** *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)

The Policy does not cover any Loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 4) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 5) Injury sustained while On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy; or
  - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 6) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 7) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 8) Injury sustained while committing or attempting to commit a felony;
- 9) Injury sustained while Intoxicated; or
- 10) Injury sustained while driving while Intoxicated.

## **Benefits**

### **Intoxicated means:**

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

### **Cafeteria Plan Election Restriction**

The Policy is a part of a Cafeteria Plan sponsored by Your Employer and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of The Policy which are in conflict with them.

Cafeteria Plans are subject to the following restriction:

The benefits You elect during the Enrollment Period will remain in effect until the next Enrollment Period. Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or Termination of employment.

## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) with respect to the Life Insurance Benefits, within 90 days; and
- 2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within two months;

after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

## General Provisions

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not later than two months after the date of receipt of proof of death of the insured, and the right of the claimant to the policy proceeds.

Interest accrues from the date We receive due proof of loss until the date We pay the claim, based on the rate at which interest accrues on proceeds that are left on deposit with Us.

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

## **General Provisions**

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Policy Interpretation:** *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You. All statements made by the insured, in the absence of fraud, must be deemed representations and not warranties.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

## General Provisions

### **Entire Contract:**

The contract between the parties consists of:

- 1) The Policy;
- 2) any certificates incorporated and made a part of The Policy;
- 3) any riders issued in connection with such certificates;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any written medical insurability application submitted by the Eligible Person/Employee and accepted by The Company in connection with The Policy.

In absence of fraud, all statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to effect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

### **Assignment:** *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

### **Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

### **Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

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

### **Insurance Fraud:** *How does The Company deal with fraud?*

Insurance fraud occurs when You, Your Dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependent and/or Your Employer perpetrate insurance fraud.

## **General Provisions**

### **Misstatements:** *What happens if facts are misstated?*

If material facts about You or Your Dependent were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

### **Grace Period:**

The Company will allow a 31 day grace period for the payment of all premiums after the first. During this 31 day period, The Policy will stay in force. If the owed premium is not paid by the 31<sup>st</sup> day, The Policy will automatically terminate. If You give The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.