



**Basic Group Term Life Insurance and  
Basic AD&D Insurance**

# Certificate of Coverage

Plan Sponsor: **Green Circuits , Inc.**  
Policy: **278337**  
Class: **01**  
Class Description: **All Eligible Employees**

**NOTE: If You are 65 years or older at the time Your Certificate is issued, You may examine your certificate and, within 30 days, decide to cancel and request a refund of premiums paid.**

**[anthem.com/ca](https://www.anthem.com/ca)**

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## **BLUE CROSS AND BLUE SHIELD ASSOCIATION DISCLOSURE**

This Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding this policy constitutes a contract solely between this Group and Anthem Blue Cross Life and Health Insurance Company, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the “Association”) permitting Anthem Blue Cross Life and Health Insurance Company to use the Blue Cross and/or Blue Shield Service Mark in California and that Anthem Blue Cross Life and Health Insurance Company is not contracting as the agent of the Association. This Group further acknowledges and agrees that it has not entered into this policy based upon representations by any person other than Anthem Blue Cross Life and Health Insurance Company and that no person, entity, or organization other than Anthem Blue Cross Life and Health Insurance Company shall be held accountable or liable to this Group for any of Anthem Blue Cross Life and Health Insurance Company’s obligations to the Group created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem Blue Cross Life and Health Insurance Company other than those obligations created under other provisions of this agreement.

<b>Section I.</b>	<b>Your Certificate of Coverage</b>
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<p><b>Basic Group Term Life and Basic Accidental Death and Dismemberment Insurance</b></p>
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## **Important Notice Regarding Accelerated Death Benefits**

This Certificate contains an Accelerated Death Benefit provision within the Life Insurance section. Benefits are payable as shown on the Schedule. Please refer to the Accelerated Death Benefit provision of this Certificate for a complete benefit description.

This Accelerated Death Benefit is NOT a long term care policy or a nursing home insurance policy. You may use the Accelerated Death Benefit for any purpose. The Accelerated Death Benefit may be taxable. As with all tax matters, You should consult a personal tax advisor to determine the tax consequences prior to making an election for this benefit.

**LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.** Because the Accelerated Death Benefit is a part of this Certificate, You may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for public assistance programs.

## **COMPLAINT NOTICE**

Should you have any complaints or questions regarding your coverage, and this certificate was delivered by a broker, you should first contact the broker. You may also contact us at:

Anthem Blue Cross Life and Health Insurance Company  
Customer Service  
21215 Burbank Blvd.  
Woodland Hills, CA 91367

1-800-552-2137

If the problem is not resolved, you may also contact the California Department of Insurance at:

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, California 90013

1-800-927-HELP (4357) – In California

1-213-897-8921 – Out of California

1-800-482-4833 – Telecommunication Device for the Deaf

E-mail Inquiry: “Consumer Services” link at  
[www.insurance.ca.gov](http://www.insurance.ca.gov)

## Certificate

Anthem Blue Cross Life and Health Insurance Company certifies that it has issued a Group Policy Number 278337 insuring certain eligible employees of Green Circuits , Inc. (herein called the Plan Sponsor). This Certificate describes the benefits provided as of the Policy effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Plan Sponsor's address.

Certain terms of the Group Policy which affect Your insurance are contained in the following pages. Anthem Blue Cross Life and Health Insurance Company has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Anthem Blue Cross Life and Health Insurance Company urges You to read Your Certificate carefully and keep it in a safe place.

If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

The Group Policy was issued in the state of California. Its laws and rules will govern in resolving any questions about the Group Policy, except to the extent that the Policy may be governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

While You remain insured, this booklet is Your Certificate of insurance. It replaces any prior booklet or Certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

### Home Office

Anthem Blue Cross Life and Health Insurance Company  
21215 Burbank Blvd.  
Woodland Hills, CA 91367



**Beth Andersen**  
President



**Kathleen Kiefer**  
Secretary

**Fraud:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a crime and may be subject to criminal and civil penalties.

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## **Schedule of Benefits**

### **About This Schedule**

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with the Anthem Blue Cross Life and Health Insurance Company at its Administrative Office.

The amounts of Your insurance are determined by this schedule.

### **Basic Life Insurance**

#### **Amount of Your Basic Life Insurance:**

An amount equal to **1** times Your Annual Earnings, rounded to the next higher \$1000, if not already a multiple thereof, to a maximum of **\$250,000**.

All Benefits terminate at retirement.

### **Guaranteed Issue Amount**

#### **Guaranteed Issue Amount for your Basic Life Insurance:**

**\$250,000.**

No amount of Your Basic Life Insurance in excess of the Guaranteed Issue Amount shall become effective prior to Our approval of Proof of Insurability.

Your amount of Basic Life Insurance will be subject to any reductions listed in the Age Reductions provision of this Certificate.



## **Basic Accidental Death and Dismemberment Insurance**

### **Amount of Your Basic Accidental Death and Dismemberment Insurance**

**Principal Sum:**                    **An amount equal to Your Basic Life Insurance Benefit Amount.**

Your amount of Basic Accidental Death and Dismemberment Insurance will be subject to any reductions listed in the Age Reductions provision of this Certificate.

### **Additional Benefits for:**

- Child Education
- Coma
- Common Carrier Accident
- Repatriation
- Seat Belt and Air Bag

Specific information regarding the Policy and its terms may be obtained from the Plan Sponsor. The provisions, terms and conditions listed in any Policy document, including but not limited to this Certificate may be modified, amended, or changed at any time. Consent from any Insured or beneficiary is not required for such modification, amendment, or change.

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## Definitions

**Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, they have the meaning explained here.**

**Accident or Accidental** means an incident that happens unexpectedly and unintentionally.

**Actively at Work** means that You are performing the normal duties of Your regular occupation, and working Your normal hours. You must be working at least 30 hours per week for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; *or*
- at a location to which the Plan Sponsor's business requires You to travel

You are not considered Actively at Work when You are off work or lose time due to sickness, Injury, Leave of Absence, strike or layoff. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

**Additional Benefit or Additional Provision** means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

**Annual Earnings** means Your annual gross base earnings in effect from the Plan Sponsor. It does not include commissions, bonuses, overtime pay, and extra compensation.

Annual Earnings will be calculated based on the lesser of:

1. the premium amount actually received by Us; or
2. Your annual gross base earnings as outlined above

**Certificate** means this document which provides a description of the coverage available under the Policy.

**Child(ren)** means Your natural Child, legally adopted Child, stepchild, or the Child of

Your Domestic Partner provided such Child is at least 15 days old and has not yet reached the age limit as described below:

The child age limit is the end of the calendar month in which the Child attains age 26.

The attainment of any maximum age specified above will not terminate the insurance of a Child if at the time the Child is:

1. incapable of self-support by reason of mental or physical handicap; and
2. unmarried and dependent on You for support and maintenance.

Coverage for the Child will terminate under this provision if:

1. the Child ceases to meet the above conditions; or
2. the Child's coverage would cease under the Policy for a reason other than the limiting age.

Proof that the Child meets the required conditions must be given to Us within 31 days of its request. Proof shall not be required more than once a year after such Dependent attains the age of 26. Any required premium payment must be paid in accordance with the terms of the Policy.

**Claimant** means a person who has filed a claim for benefits under the Policy, as an Insured or as the beneficiary of an Insured.

**Class** means a grouping of persons based on criteria agreed on between the Plan Sponsor and Us.

**Contributory** means that You pay all or a portion of the premium for the coverage.

**Eligible Employee** means a person who meets all of the following:

- is a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal work week of at least 30 hours; *and*
- is performing work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere; *and*
- is in a covered Class named under the Policy; *and*
- is a legal citizen or legal resident of the United States or Canada. The person will become ineligible for insurance if he or she leaves the United States or Canada for 180 or more consecutive days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

**Eligibility Waiting Period** means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage.

**Guaranteed Issue Amount** means an amount of insurance for which We do not require Proof of Insurability.

**Illness** means:

- a sickness that impairs an Insured's normal functioning of mind or body; *and*
- the pregnancy, childbirth and related medical conditions of an Insured.

**Independent Medical Exam** means an examination by a Physician of the appropriate specialty for Your or Your Insured Dependent's condition at Our expense.

**Injury** means physical harm or damage to a person.

**Insured** means an individual covered under the Policy.

**Leave of Absence** means an arrangement where You and the Plan Sponsor agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. Refer to *When Your Insurance Ends* to determine how long Your coverage can be continued during a Leave of Absence.

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; *or*
- any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.
- Any member of Your immediate family, including Your and/or Your Spouse's:
  - Parents;
  - Children (natural, step, or adopted);
  - Siblings;
  - Grandparents;
  - Grandchildren

**Plan Sponsor** means the employer who makes the Policy available to you.

**Policy** or **Group Policy** means the policy issued by Us to the Plan Sponsor and described in this Certificate.

**Prior Plan** means the plan providing similar insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

**Proof** means evidence that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

**Proof of Claim** means evidence which allows the determination that a person has satisfied the conditions and requirements for a benefit. Proof of Claim must establish:

- the occurrence, character and extent of the loss for which claim is made;
- Our obligation to pay the claim under the Policy;
- the Claimant's right to receive payment.

**Proof of Insurability** means evidence of a person's health and other information related to insurability that is used to determine whether the person can become insured, or is eligible for an increase in coverage.

### **Regular Care**

You must be under the Regular Care of a Physician unless Regular Care:

- Will not improve the condition(s) causing your Disability; or
- Will not prevent a worsening of the condition(s) causing your Disability.

Regular care means:

- You personally visit a physician(s) as frequently as is medically required to effectively manage and treat the condition(s) causing your Disability; and
- You are receiving appropriate treatment and care which conforms with generally accepted medical standards for the condition(s) causing your Disability.

**Sign** or **Signed** means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is consistent with applicable law.

**We, Us, and Our** mean the insurer, Anthem Blue Cross Life and Health Insurance Company.

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

**You** and **Your** means an Eligible Employee.

Other terms are defined elsewhere under the Policy.

## **When Insurance Begins and Ends**

This section tells how You may become insured.

### **Obtaining Insurance**

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

### **Enrollment**

#### **If you contribute to the cost of your Coverage:**

You must enroll for Your insurance if the coverage is Contributory.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office. If Proof of Insurability is required for any coverage, the completed Proof of Insurability statement must be sent to us at our Administrative Office.

#### **If you do not contribute to the cost of your Coverage:**

You must enroll for Your insurance.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office.

### **Basic Insurance Eligibility**

If You are an Eligible Employee on the Effective Date of the Policy, You are eligible for Basic Life insurance on that date provided You have completed the Eligibility Waiting Period with the Plan Sponsor. Otherwise, You become eligible on the first day of the calendar month coinciding with or next following the date You become an Eligible Employee and complete Your Eligibility Waiting Period.

## **Effective Date of Insurance**

This section tells when Your insurance may begin.

If You are required to give Proof of Insurability for all or a portion of Your insurance, that insurance for which Proof of Insurability is required begins on the date We approve in Writing the Proof of Insurability.

All premiums required by the Policy must be paid in order for insurance to begin.

### **For Your Insurance**

Except as otherwise explained in this section, Your insurance will begin on the first day of the Policy month coinciding with or next following the date You become eligible for such insurance and that first premium is paid.

The Plan Sponsor may require employees to contribute toward the cost of all or part of their insurance. Any such Contributory insurance will not become effective for You before You Sign a form agreeing to make those contributions and the first premium is paid. The form may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

### **Delayed Effective Date**

If You are not Actively at Work on the date Your insurance would otherwise begin, Your insurance will be deferred until You return to full-time active work.

## **Age Reductions for Your Basic Coverage**

The following age reduction rules apply to all Basic coverage for You.

On the first of the month following the Policy effective date which occurs on or next follows any of Your birthdays listed below, Your insurance will be reduced by a percentage of the amount of insurance calculated in accordance with the Schedule of Benefits. The percentages are indicated in the following table:

<b><u>Birthday</u></b>	<b><u>Benefit Percentage</u></b>
65	35%
70	50%

All insurance terminates upon Your retirement.



## **Changes in Insurance**

### **Change in Class or Earnings**

The amount of Your benefit may change if:

- You become insured under a different Class; *or*
- the amount of Your Annual Earnings changes.

If the change would *increase* the amount of insurance, the increase takes effect on the first day of the Policy month You are Actively at Work following the latest of the date:

- the change is effective; *or*
- the Plan Sponsor tells Us in Writing about a change in Class or a change in the amount of Annual Earnings; *or*
- We approve, in Writing, Proof of Insurability, if Proof of Insurability is required.

If the change would decrease Your amount of insurance, the decrease takes effect on the date of the change.

## **Proof of Insurability**

You must give Proof of Insurability for Life coverages:

- if You pay all or part of the premium for insurance and You enroll Yourself more than 31 days after the date You become an Eligible Employee; *or*
- if Your insurance would increase because of a change in Your Class membership or a change in the amount of Your Annual Earnings or Your election, and the Plan Sponsor does not tell Us in Writing about the change within 31 days after the change occurs: *or*
- if You pay all or part of the premium for Your insurance and the insurance ended at Your request or because a premium was not paid by You and You are re-applying for coverage; *or*
- for insurance for which You pay all or part of the premium if You were entitled to coverage under the Prior Plan and You had declined coverage; *or*
- if the amount of insurance initially or subsequently applied for exceeds the Guaranteed Issue Amount of the Policy shown in the Schedule of Benefits.

We will use the Proof of Insurability form and other information You give as Proof of Insurability to determine whether You can become Insured. If the Proof of Insurability is not accepted by Us, the insurance for which You are required to give Proof of Insurability will not take effect. If the Proof is accepted, Your insurance will only take effect on the first of the month following the date We approve Your Proof of Insurability in Writing.

We may require that You undergo an Independent Medical Exam as part of the Proof of Insurability.

## When Insurance Ends

### For Your Insurance

Your Insurance under each coverage will end on the first to occur of the following dates:

1. the date Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively at Work. However, if You are not Actively at Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the earlier of:
  - the date on which We receive Written notice from the Plan Sponsor that Your insurance is to be terminated; *or*
  - the end of the 6 month period following the date on which You were last Actively at Work;
2. the date the Policy is terminated;
3. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
4. the date the Policy is changed to end the insurance for Your Class;
5. the last day of the period for which premium was paid, if a premium is not paid when due;
6. the date You retire unless Your insurance is continued in a retired Class defined in the Schedule of Benefits;
7. the date You die;
8. the date You cease to be an Eligible Employee as defined in the Definitions section of the Policy;
9. the date You request, in Writing, for Your insurance to be terminated.

If Your insurance would otherwise end solely due to reason #1 above, the Plan Sponsor may continue Your insurance during the following periods:

- until the end of the third month following the date You cease to be Actively at Work due to a temporary layoff; *or*
- until the end of the third month following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as reservist with the U.S. Armed Forces Reserve; *or*
- during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above,

such continued coverage will cease immediately if any one or more of the following occurs:

- the leave terminates prior to the agreed upon date.
- the Policy terminates.
- You or the Plan Sponsor fail to pay premium when due.
- The Policy no longer insures Your Class.

## **CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS**

In order to prevent loss of coverage for You because of a transfer of insurance carriers, this provision will provide continuity of coverage under the Anthem Blue Cross Life and Health Insurance Company Policy for certain plan members.

To be eligible under this provision You must be:

1. not Actively at Work due to Injury, illness, or a leave of absence approved by the Plan Sponsor as of the date the Plan Sponsor changes insurance carriers to Anthem Blue Cross Life and Health Insurance Company; and
2. insured at the time of transfer of insurance carriers for similar coverage to that provided under this Policy; and
3. otherwise eligible in the absence of the circumstances described in 1. above to become insured under the terms of this Policy; and
4. not eligible for benefits under the prior plan unless otherwise described by this provision;

Coverage under this provision will begin on the Anthem Blue Cross Life and Health Insurance Company Policy effective date and will continue until the earliest of:

1. the end of the month following the date You return to active employment; or
2. the date you become eligible for a continuance or extension provided under the prior policy; or
3. the date coverage would otherwise end, according to the provisions of the Anthem Blue Cross Life and Health Insurance Company Policy.

Your coverage under this provision is subject to payment of premium. You must apply for any continuance benefits provided by the prior plan for which You may reasonably be eligible.

We will reduce the coverage under this plan by any amount for which the prior carrier is liable. No benefits will be provided under this provision for which benefits would have been paid under the prior plan in the absence of this provision.

## **Coverage Provisions**

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the *When Insurance Begins and Ends* section of the Certificate. Then Your amounts of insurance are determined according to the Schedule of Benefits. Some of the coverages described in this section may not be available to You. Your Schedule of Benefits shows which coverages are available to You.

### **Basic Life Insurance**

#### **Death Benefit**

We will pay a benefit if You die while covered in accordance with the provisions of the Policy. Your Life Insurance benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions(s) under the Policy, upon Our receipt of due Proof of Your death.

The benefit will be paid in one sum.

### **Waiver of Life Insurance Premium Benefit During Your Total Disability**

This section tells how some or all of Your Life insurance can be continued without premiums if You become Totally Disabled before Your 60th birthday.

Waiver of Life Insurance Premium Benefits apply only to Your Basic Life insurance coverage and do not apply to any to any Dependent coverage or to any Accidental Death and Dismemberment coverage.

You must be receiving Regular Care from a Physician for that Injury or Illness.

#### **Waiver of Premium**

If you become Totally Disabled while You are insured and prior to Your 60th birthday then subject to the terms of the Policy and this provision, no premium payment will be required for the types of insurance listed below as of the date You satisfy the Elimination Period.

1. Your Basic Life Insurance

The amount of insurance will be the amount in effect as of the date You became Totally Disabled, subject to any reductions listed in the Age Reductions provision while You are Totally Disabled.

Premiums for Dependent's insurance coverage will not be waived.

### **Definitions for Waiver of Life Insurance Premium Benefit Provision:**

**Elimination Period** is the period You must have been continuously Totally Disabled before We waive insurance premiums under this provision. The Elimination Period **is the lesser of 6 month(s)** or if applicable, the period of Your continuous Total Disability preceding the date of death. The Elimination Period begins on the day that You meet the Definition of Total Disability under the Policy.

**Material and Substantial Duties** means job duties that:

- Are normally required for the performance of Your own or any occupation; *and*
- Cannot be reasonably omitted or modified.

**Totally Disabled and Total Disability** mean:

- (A) During the first 24 months of Total Disability, You are unable to perform with reasonable continuity the Material and Substantial duties of Your job due to sickness or bodily injury.
- (B) After the first 24 months of Total Disability, You, due to sickness or bodily injury, are unable to engage with reasonable continuity in the Material and Substantial duties of any other job in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, or physical and mental capacity.

The loss of professional license, occupational license or certification does not in itself mean You are Disabled. Loss of Your occupation due to economic factors such as, but not limited to recession, job elimination, pay cuts and job-sharing will not be considered.

You will not be considered to be Totally Disabled on any day that you meet the definition of Actively at Work.

### **Conversion During Waiver Application**

You may apply for an individual life insurance policy under the Conversion of Life Insurance provision of the Policy, and if Your insurance terminates before You fulfill the Elimination Period under this provision or You do not meet the Definition of Total Disability under this provision, You may retain the individual life insurance policy in accordance with that policy's provisions.

However, once You have met the conditions for Waiver of Premium You must surrender the individual life insurance policy in accordance with its terms and receive a refund of Your premium payments. You may not be insured simultaneously under both this Group Policy and an individual policy issued in accordance with the Conversion of Life Insurance provision.

### **Proof of Total Disability**

All Proof of Total Disability that We require must be given to Us at Our Administrative Office.

We have the right to have You examined by a Physician of Our choosing at Our expense whenever reasonably necessary, but not more than once a year after two years of Total Disability.

### **Conditions**

1. We must receive initial Proof of Your Total Disability no later than 12 months after the date Your Total Disability began. Failure to furnish proof within the time required shall not invalidate or reduce the claim if it was not reasonably possible to give proof within the time, provided proof is furnished as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.
2. If You die prior to submitting initial Proof of Your Total Disability as required in Condition 1., Proof that Your Total Disability continued until the date of Your death must be given to Us no later than 12 months after your death.
3. The insurance on Your life will be subject to any reductions in amount or termination of insurance included under the Group Policy as of the date You satisfy the Elimination Period which would have applied to You due to Your age if You were not Totally Disabled.
4. Any amount of insurance continued in force under this provision that becomes payable will be reduced as follows:
  - By any amount paid under the terms of the Conversion provision of the Group Policy because death occurred within the 31 day period in which You were entitled to apply for a policy of individual life insurance;
  - By any amount of insurance paid under a policy that was issued to You under the Conversion provision of the Group Policy after You became Totally Disabled, unless such policy was surrendered to Us without claim in exchange for a full refund of premiums paid under it.

### **Termination of Benefit**

Your insurance continued in force under this provision will terminate on the earliest of the following.

- The date on which You cease to be Totally Disabled;



- Three months after the date We request further Proof that You are still Totally Disabled if such Proof is not received within this period. We may ask for further Proof as often as We may reasonably require;
- The date of Your 65<sup>th</sup> birthday;
- The date You refuse to be examined by a Physician when requested;
- The date on which You begin to receive retirement benefits which You are eligible to receive as a result of past employment with the Plan Sponsor or another employer whether or not the retirement benefits were funded in whole or in part by the Plan Sponsor or a previous employer or entirely by You. This also includes retirement under any federal, state, municipal, or association retirement plan.

### **Insurance after Cessation of Total Disability**

If Your insurance is continued in force under this provision and is then terminated because You cease to be Totally Disabled or fail to submit any Proof of Total Disability that is required by Us, one of the following events will occur.

- If the Policy is in force and You are in a Class of persons who may be insured under the Policy and You are Actively at Work, You will immediately become insured under the other terms of the Policy;
- If the Policy is in force but either You are not in a Class of persons who may be insured under the Policy or You are not Actively at Work, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of Your employment;
- If the Policy is not in force, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of the Policy.

The period that a conversion right will apply to as described in clauses 2 and 3 will be the 31 days following the date the insurance under this provision is terminated.

If Your insurance is continued in force under this provision and is then terminated because Your 65<sup>th</sup> birthday has occurred, You will be entitled to the same conversion rights to which You would have been entitled had Your insurance terminated because You are no longer an Insured under an eligible Class.

## **Accelerated Death Benefit for Basic Life**

The following Accelerated Death Benefit Provision applies to Your coverage for Basic Life Insurance:

The Accelerated Death Benefit provides that a portion of the Basic Life Insurance proceeds otherwise payable under the Policy as a result of death may be paid in advance under certain circumstances. Payment is made if You are diagnosed as having a Terminal Condition, subject to the terms of the Policy and this provision. All of the following conditions will apply:

- You, or Your legal representative must request in Writing to have this benefit paid while the insurance is in effect.
- We must be provided with the Written permission of Your irrevocable beneficiary or assignee for the life insurance proceeds otherwise payable under the Policy, prior to paying this benefit. If You live in a community property state, We must have Written permission of the spouse.
- At the time of application, You must be under age 60.
- Premium payments must continue, and will be based on the reduced amount of Your insurance.
- We must receive Proof that You have been diagnosed as having a Terminal Condition.
- You must be living at the time this benefit is to be paid.
- Accelerated Benefits are payable only once with respect to any Insured.

### **Definitions for Accelerated Death Benefit provision:**

**Terminal Condition** means a medical condition that a Physician expects to result in Your death within 12 months from the date of application for the Accelerated Benefit and from which You are not expected to recover.

The amount of life insurance otherwise payable on Your death in accordance with the other terms of the Policy will be reduced by the amount of this benefit. Such reduction will also apply to any amount You would otherwise be eligible to apply for under the Conversion provision.

If the life insurance applicable to You would otherwise reduce in accordance with the other terms of the Policy within 12 months of the date of application for this benefit, then the benefit will be based on such reduced amount. If Your insurance would otherwise terminate within 12 months of the date of application for this benefit, then the Accelerated Death Benefit will not be paid.

Payment of this benefit does not guarantee that the full death benefit will eventually be paid. Insurance must still be in force under the Policy at the time of Your death for the

remainder of the life insurance benefit to be paid. All limitations and exclusions under the Policy will still apply. Payment of the Accelerated Death benefit discharges Us of all liability under the Policy to the extent of the payment.

### **Amount of Benefit**

1. The Accelerated Death Benefit is an amount equal to the lesser of **75%** of the amount of Basic Life Insurance to which You are entitled on the date You apply in Writing for this benefit; or
2. **\$250,000**.

A lesser amount of Accelerated Benefit may be elected. However, the minimum Accelerated Death Benefit We will consider for payment is \$7,500.

Payment will be made in one lump sum to You. If You have received an Accelerated Benefit and then You recover from the qualifying condition, You will not be required to refund the benefit paid to You.

### **Exclusions**

No Accelerated Death Benefit will be payable if any of the following conditions are true:

- The Terminal Condition is caused or substantially contributed by a self-inflicted injury or suicide attempt whether committed while sane or insane.
- We have been notified that all or a portion of Your Life Benefits are to be paid to Your former spouse as part of a divorce agreement.
- The Terminal Condition is caused or substantially contributed to by Your committing or attempting to commit a felony.
- The Terminal Condition is caused or substantially contributed to by:
  - A. Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions.
  - B. the insured being intoxicated, as defined by the jurisdiction where the condition or loss occurred.

If the Accelerated Death Benefit election is forced by creditors or government agencies, We will honor it only to the extent required by law.

We reserve the right to have You examined by one or more Physicians of Our choice in connection with any claim for Accelerated Death Benefit. Such an examination will be done at Our expense. Final determination of eligibility will be made by Us.

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## **Conversion of Life Insurance**

### **Who May Convert**

You will have the right to have Us issue to You an individual life insurance policy without submitting Proof of Insurability if all or part of Your insurance under the Group Policy terminates for any of the following reasons:

1. Your employment terminates while the Group Policy is in force.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates. You must have been insured under the Group Policy for at least 5 years.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. You must have been insured under the Group Policy for at least 5 years.

The policy will only be issued to You if You make a Written application to Us and the first premium due for the policy is received at Our Administrative Office within 31 days of such termination or benefit reduction. This 31 day period is the conversion period. The policy will not take effect until the end of the conversion period.

If You should die during the 31 day conversion period, and prior to becoming insured under a policy again, an amount of insurance equal to the maximum amount for which You were entitled to convert will be paid as a death benefit.

The premium for the individual policy will be determined by the policy type, the risk classification to which You belong, Our published rates in effect and Your age at the time of conversion.

### **Individual Policies Available**

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

### **Limits on the Amount of Individual Life Insurance That May Be Obtained**

The amount of insurance You may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.

2. If You ceased to be insured because of reason 1 or 2 shown in the *Who May Convert* section of this provision, it may not be more than the amount of insurance that has been terminated, reduced by any amount of life insurance for which You may be or may become entitled under this or any group insurance policy within the conversion period.
3. It may not exceed the amount of insurance that has been terminated less any applicable age reductions under the Group Policy.
4. If You ceased to be insured because of reason 3 or 4 shown in the *Who May Convert* section of this provision, it may not be more than the smaller of the following amounts:
  - a. The amount of insurance that applied to You at the time it terminated, reduced by any amount of life insurance for which You may be or may become entitled to under any group insurance policy within the conversion period.
  - b. \$10,000.
5. It may not, in any event, exceed the maximum amount of insurance You are eligible to convert as stated in clause 2 or 4 above reduced by any amount of life insurance currently in force and previously converted under the Policy.

#### **Notice of Conversion Right**

The Plan Sponsor is required to give You Written notice of Your right to convert without submitting Proof of Insurability. If the Insured is not given notice of the existence of the right at least 15 days prior to the expiration date of the 31 day conversion period, then You have 25 days after the notice is given by the Plan Sponsor to exercise the right to convert. The additional period shall not extend beyond 60 days after the expiration date of the 31 day conversion period. Written notice presented to You or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

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## Accidental Death and Dismemberment Insurance Benefits

Payment for any Accidental Death and Dismemberment Insurance benefit will be subject to all of the following conditions:

- The Loss is caused by an Accident.
- The Loss is not excluded by the terms of the Exclusion section of this provision.
- The Accident must occur while You are insured under this provision.
- The Loss must occur within 365 days after the date on which the Accident occurred, unless otherwise specified.
- The maximum amount payable will be subject to the terms of the Limitations section of this provision.

We may, at Our expense, require an Insured to undergo an Independent Medical Exam so that We may determine that the Insured is eligible for benefits under the Policy or under any Additional Provision.

### Additional Definitions For Accidental Death and Dismemberment Insurance

The following definitions apply to the Accidental Death and Dismemberment Policy provisions and benefits, as well as any Additional Benefits or Additional Provisions for Accidental Death and Dismemberment.

**Loss** means a benefit from the Schedule of Losses for Basic Accidental Death and Dismemberment which is payable under the Policy's terms and conditions. To be considered for Accidental Death and Dismemberment benefits, a Loss must occur within 365 days of the Accident, unless otherwise specified.

In addition, **Loss** means, with regard to:

- An arm, leg, hand or foot, complete severance at or above the wrist or at or above the ankle.
- A thumb and index finger or all four fingers of one hand, complete severance at or above the metacarpophalangeal joints.
- Toes, complete severance at or above the metatarsophalangeal joints.
- An eye, the total and irrecoverable loss of sight.
- Speech, the complete and irrecoverable loss of speech.
- Hearing, the complete and irrecoverable loss of hearing.
- Quadriplegia, the total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Paraplegia, the total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

- Hemiplegia, the total paralysis of upper and lower limbs on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.
- Uniplegia, the total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

**Principal Sum** is the amount which applies to the Insured under the applicable Amount of Insurance provision at the time of the Accident.

### **Basic Accidental Death and Dismemberment Benefits**

We will pay the amount described in the Schedule of Losses if You suffer a covered Loss due to an Accidental Injury, subject to all of the terms and limitations of the Policy:

#### **Schedule of Losses**

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life	The Principal Sum
The sight of both eyes	The Principal Sum
Either both hands <u>or</u> both feet	The Principal Sum
One hand <u>and</u> one foot	The Principal Sum
The sight of one eye <u>and</u> either one hand <u>or</u> one foot	The Principal Sum
Speech <u>and</u> hearing in both ears	The Principal Sum
Either one arm or one leg	Three quarters of the Principal Sum
Either one hand <u>or</u> one foot	One-half of the Principal Sum
The sight of one eye	One-half of the Principal Sum
Speech <u>or</u> hearing in both ears	One-half of the Principal Sum
Both the thumb <u>and</u> index finger of one hand	One-quarter of the Principal Sum
Both thumbs of both hands	One-quarter of the Principal Sum
All four fingers of one hand	One-quarter of the Principal Sum
All of the toes on one foot	One-eighth of the Principal Sum
Quadriplegia	The Principal Sum
Paraplegia	The Principal Sum
Hemiplegia	The Principal Sum
Uniplegia	One-quarter of the Principal Sum

Any amount payable for Accidental Death and Dismemberment Benefits will be paid to You, except in the case of Your Loss of life, in which case, payment will be made to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

The benefit will be payable when We receive due Proof of Loss. Your Principal Sum for Accidental Death and Dismemberment insurance is shown in the Schedule of Benefits. The benefit to be paid is the amount from the Schedule of Losses for Basic Accidental Death and Dismemberment subject to any conditions or reductions of the Policy. If as the result of any one Accident, an Insured suffers more than one of the Losses shown in the Schedule of Losses with respect to any limb, payment will be made only for the Loss for which the largest amount is payable. The total maximum amount payable for all Losses will not exceed the Insured's Principal Sum unless otherwise specified by any applicable Additional Benefit or Additional Provision.

**No Right to Convert**

If Your Basic or Optional Accidental Death and Dismemberment Insurance ceases or is reduced, You cannot "convert" that group insurance to an individual policy.



## **Exclusions for Accidental Death & Dismemberment**

**The following exclusions apply to any and all Accidental Death & Dismemberment Benefits, including any Additional Benefits or Additional Provisions, unless otherwise specifically referenced.**

No payment will be made for any Accidental Death and Dismemberment Benefit or under any Additional Benefit or Additional Provision for any death or Loss that results from, or was caused or substantially contributed to by any one or more of the following:

- Suicide or attempted suicide or intentionally self-inflicted injury whether committed while sane or insane.
- Committing or attempting to commit a felony, or engaging in an illegal occupation.
- An act of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
- Active Participation in any riot, insurrection or terrorist activity.
- Voluntary intake of either:
  - a) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions.
  - b) Poison, gas, or fumes, unless they are the result of an occupational accident.
- Being intoxicated. "Intoxication" under this exclusion means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred.
- Engaging in aviation, other than as a fare-paying passenger

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## **Additional Benefit for Child Education**

If a benefit due to Your Accidental Loss of life becomes payable under the Policy, We will reimburse the reasonable and necessary expenses actually incurred according to the Additional Benefit stated below for each Dependent Child who is enrolled as a full-time student and is under the age of 26 on the date of Your death:

The Child must be:

- in an Accredited Institution for higher learning above the secondary school level;  
*or*
- at the secondary school level but who will enroll as full-time student(s) in an Accredited Institution for higher learning within 365 days after the date of Your death.

**Accredited Institution** for higher learning means any university, college or trade school which is accredited by a regional accrediting agency that is recognized by the United States Department of Education.

The maximum Additional Benefit for Child Education will be the lowest of the following amounts:

- 5% of Your Principal Sum per year for each Dependent Child;
- \$5,000 per year for each Dependent Child;
- \$40,000 for all Dependent Children and all years;
- The amount of expense actually incurred.

In addition, the Additional Benefit will not exceed a maximum of 4 years, which must run consecutively from Your date of death, with respect to any one Dependent Child.

The Additional Benefit will be reimbursed annually upon receipt of Proof that the Dependent Child is attending an Accredited Institution for higher learning as a full-time student, but reimbursement will not be made for expenses incurred prior to Your death, or for room, board or other ordinary living, traveling or clothing expenses.

In the event the Dependent Child satisfies the requirements indicated above and has reached the age of legal majority, such Child will be deemed the beneficiary with respect to benefits payable under this Additional Benefit. If the Dependent Child satisfies the requirements indicated above, and has not yet reached the age of legal majority, the

benefit will be payable annually to the legal guardian of the estate of the Dependent Child, until such Child reaches the age of legal majority.

### **Additional Benefit for Coma**

If an Accidental Injury which results in a Loss payable under the terms of the Policy causes You to be in a Coma continuously for at least 31 days We will pay an Additional Benefit. The Additional Benefit for Coma will be payable annually for each month of continuous Coma, but in no event more than 8 years. No Additional Benefit for Coma will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition. The Additional Benefit will be 1% of the Principal Sum for each month that You are in a Coma, or 1% of the difference between the Principal Sum and the amount of any benefits paid for any loss arising out of the same Accident. In no event shall the total amount paid for all Accidental Death and Dismemberment Benefits for an Insured exceed the Principal Sum.

The Coma Benefit will be paid to the legally appointed guardian or conservator of Your finances.

If, after qualifying for an Additional Benefit, You suffer another Loss covered under the terms of the Policy, due to the same Accident that caused the comatose condition, the benefit paid for such other Loss will be the benefit stated in the Schedule of Losses reduced by the total amount of benefits paid, including the Additional Benefit for Coma which has been paid, with respect to You as a result of that Accident. If You continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma paid annually will be re-determined in accordance with the calculation stated above. Only one Coma Benefit will be paid for any one month of Coma, regardless of the number of injuries contributing to or causing the Coma.

We will require monthly Proof of the continuing Comatose condition. We retain the right to investigate to determine whether the Comatose condition exists and continues.

The Coma Benefit will be calculated at 1/30<sup>th</sup> of the monthly Coma Benefit for each day during a period of Coma of less than a full month.

**Coma** and **Comatose** mean, for the purposes of this provision, a profound state of unconsciousness from which You cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. You must be confined in a medical facility during a Coma.

## **Additional Benefit for Common Carrier Accident**

If You sustain an Accidental Injury which results in a Loss payable under the terms of the Policy, an Additional Benefit of 25% of the Principal Sum will be paid, if Your Injury is sustained while You are boarding, riding, or exiting as a fare-paying passenger in a Common Carrier.

**Common Carrier** means a government licensed and regulated entity that is in the business of transporting fare-paying passengers. The term Common Carrier does not include:

- chartered or other privately arranged transportation; *or*
- taxis, ride-sharing, request-a-ride services; *or*
- limousines.

The benefit will be paid to You, if living; otherwise, to Your beneficiary as determined in accordance with the Beneficiary Provisions(s) under the Policy.

## **Additional Benefit for Repatriation**

If You sustain Accidental Loss of life more than 75 miles from Your normal place of residence and indemnity for such Loss becomes payable under the terms of the Policy, We will reimburse expenses incurred for the transportation of the body of the deceased person, subject to all of the terms and limitations of the Policy and all of the following conditions:

- Reimbursement for all expenses under this Additional Benefit will not exceed \$5,000; *and*
- Eligible expenses will include transportation of the body, and charges directly related to the preparation of the body for such transportation; *and*
- Transportation of the body will be to the first resting place (including, but not limited to, a funeral home or the place of interment) in proximity to the normal place of residence of the deceased; *and*
- Proof of the actual expenses will be required at the time of claim.

The Additional Benefit will be paid to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

## **Additional Benefit for Seat Belt and Air Bag**

If a benefit due to Your Accidental Loss of life becomes payable under the terms of the Policy, We will pay an Additional Benefit called the Seat Belt and Air Bag Benefit if You were wearing a Seat Belt, and the Automobile was equipped with Air Bag(s) at the time of the Accident, subject to all of the terms and limitations of the Policy and all of the following conditions:

- The Seat Belt Benefit equals the lesser of (i) \$15,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- The Air Bag Benefit equals the lesser of (i) \$10,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- Proof that Your death resulted from an Automobile Accident independent of all other causes, and that You were wearing a Seat Belt at the time of the Accident must be received at the time of claim. Proof that the Automobile was equipped with Air Bags may also be required.
- No payment will be made for an Air Bag Benefit if at the time of the Accident You were not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.
- A copy of the police accident report must be submitted with the claim. The report must certify the position of the Seat Belt.
- No payment will be made for the Seat Belt or Air Bag benefit for any Insured who is driving or riding as a passenger if:
  - the blood alcohol of the driver or operator of the Automobile is in excess of 80 milligrams of alcohol per 100 milliliters of blood; *or*
  - the use of any intoxicant or drug by the driver or operator or any passenger of the Automobile is determined to be a contributing cause of the Accident, whether or not the intoxicant or drug was prescribed by a Physician.

The Additional Benefit for Seat Belt and Air Bag will be payable to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

For the purposes of this Additional Benefit:

**Seat Belt** means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

**Automobile** means a motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and an internal combustion engine. It may include electric passenger vehicles and certain hybrids. It excludes all other motorized vehicles.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death.

## General Provisions

### Assignment

As part of Your estate plan, you may wish to assign ownership of any death benefits to someone else. The Policy allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance, and (c) any Accidental death insurance under the Policy. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

No assignment of rights, title, interest and incidents, of ownership will be binding on Us unless and until the original of the form documenting the assignment, or a true copy of it is received and acknowledged by Us at our Administrative Office.

We will have no responsibility:

- For the validity or effect of any assignment: *or*
- To provide any assignee with notices which We may be obligated to provide to You.

### Currency

All payments made to or by Us will be made in United States dollars.

### Class Membership

Insureds may be covered under only one Class at any time.

### Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your claim or contest the validity of Your insurance unless:

- Your insurance would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a written instrument Signed by You; *and*
- We give You or Your representative a copy of the written instrument that contains Your misrepresentation.

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## **Incontestability**

We will not use misrepresentations made by an Insured in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime, unless the misrepresentations are fraudulent. This section does not prevent Us from using at any time a defense based on:

- non-payment of premium; *or*
- any other provision of the Policy; *or*
- any other defense that is allowed by law.

## **Misstatement of Age or Other Facts**

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

In addition, the life insurance premium rate will be adjusted so that the premium paid would have been correct for Your actual age. We may make this change back to the date coverage became effective based on the misstated information.

## **Errors**

You must be properly Insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become Insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by an Insured or Insured's representative or beneficiary, or the Plan Sponsor.

## **Agency**

The Plan Sponsor or employer and any administrator appointed by the Plan Sponsor or employer shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

## **Changes to Policy**

The Policy may be amended at any time by written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be in Writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of the President, a Vice President, or Secretary of Our company.

If a person who is otherwise eligible for insurance is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduces the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if the Policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his insurance during that same continuous period of Disability.

### **Enforcement of Policy Terms**

If at any time We do not enforce a provision of the Policy, We will still retain Our right to enforce that provision at Our option after providing notice.



## **Claims and Payment Provisions**

### **How to Claim Benefits**

Due written Proof of claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

### **Notice of Claim**

Notice of a claim must be given within 90 days after a covered Loss starts. If this is not reasonably possible, notice must be given as soon as it becomes reasonably possible. Reference to a “loss” in this provision, and the provisions below, means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

For a Waiver of Premium claim for loss due to disability, You must notify Us immediately if You return to work in any capacity.

### **Claim Forms**

When We receive the notice of claim, We will send the Claimant forms for filing Proof of Loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 days, the Claimant will meet the Proof of Loss requirements by giving Us a Written statement of the nature and extent of the Loss within the time limit stated in the Proof of Loss section.

### **Proof of Loss**

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it is was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished within 2 years of the specified time.

### **Filing Claim Forms**

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Claimants should be sure to fully complete the forms. Incomplete forms may delay the processing of the claim.

### **Time Of Payment of Claim**

Indemnities payable under the Policy for any Loss will be paid as they accrue immediately upon receipt of due Written Proof of Loss.

## **Payment of Claims**

Any covered benefit for Your Loss of life will be payable in accordance with Your Written beneficiary designation, subject to the Policy's provisions and applicable law. Covered benefits for all other Losses are payable to You.

## **Beneficiary Provisions**

### **Designated Beneficiary Provision**

The beneficiary is the person or persons You designate to receive any benefit payable because of Your death. The designation must be made in a Written statement on a form approved by Us. The Written statement must be placed on file with the Plan Sponsor

You may change beneficiaries at any time, subject to applicable law. To do so, You must provide a Written statement on a new form. The form changing the beneficiary must be given to the Plan Sponsor.

Any designation or change of beneficiary will be effective on the date of its execution, regardless of whether or not You are living at the time it is given to the Plan Sponsor. In the event You die before any designation or change is recorded, any death benefit We may have already paid will be deducted from the amount payable to a newly named beneficiary. A beneficiary may not be changed by a Power of Attorney.

If You designate more than one person to share any death benefit, You should specify on the form how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before You do.

### **Alternate Payment Beneficiary Provision**

The interest of a beneficiary who dies before You will accrue to the surviving beneficiaries. However, if for all or part of Your insurance, no beneficiary has been properly designated in accordance with the Policy provisions and applicable law, the amount of Your insurance for which there is no beneficiary will be payable in equal shares to the first of the following categories of surviving beneficiaries:

- Legal Spouse or Domestic Partner;
- Natural and legally adopted children;
- Mother and Father;
- Brother and Sister;
- Estate.

If the Insured and the beneficiary die from the same accident, and the order of

deaths cannot be determined, We will pay the benefit as though the Insured survived the beneficiary.

### **Release for Payment**

It may be that one or more persons have incurred expenses for an Insured's fatal condition or burial. If, in Our judgment this is true, We may apply part of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then, the beneficiary for the payment will receive only the unpaid balance of the death benefit.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to execute a valid release for payment. If a payee is unable to execute a valid release, We may:

- Pay any providers on whose charges the claim is based toward satisfaction of those charges; or
- Pay any person or institution that has assumed custody and principal support of the payee. This will not be done, though, after claim is made by the payee's duly appointed legal representative.

If the payee dies while any accrued benefits remain unpaid, We may pay any provider on whose charges the claim is based toward satisfaction of those charges. Then, any benefits that still remain unpaid can be paid to anyone related to You by blood or marriage.

We may make payments under this Release for Payment provision, subject to applicable law, which will not exceed a total of \$500. We will be discharged to the extent of any payments made in good faith under this provision.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the legally appointed guardian of the person's estate.

### **Physical Examinations**

We shall have the right and opportunity to have any Insured person whose Injury or Illness is the basis of a claim undergo an Independent Medical Exam. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under the Additional Benefits, if any, associated with the Policy. This may be done when and as often as We may reasonably require. If the person has died, We may require an autopsy, unless it is prohibited by law. Such examination or autopsy will be at Our expense.

### **Proof of Continuing Disability for Waiver of Premium**

From time to time You must give Proof satisfactory to Us at Your expense that You are still Disabled. We will ask You for this Proof at reasonable intervals. We will stop Waiver of Premium Benefits if You do not give Proof to Us that You are still Totally Disabled. We may require You to provide Us with the name and address for any Hospital, health facility or institution where You received treatment, including all attending physicians, and to give us Your Written authorization to obtain additional medical information, including but not limited to complete copies of medical records. We may investigate Your claim at any time.

### **Proof of Financial Loss**

For any benefit which is based upon determination of a person's financial loss, We shall have the right to require Written Proof of financial loss. This includes, but is not limited to:

- statements of income;
- tax returns, tax statements, and accountants' statements; and
- any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of financial loss.

### **Legal Actions**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 2 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

### **Reconsideration of a Denied Claim**

#### **Claims for benefits other than Waiver of Premium**

If You or Your beneficiary's claim for benefits is totally or partially denied, We will provide a Written notice. The notice will give the reasons for denial. If a Claimant does not agree with the reasons given, the Claimant may request reconsideration of the claim.

To do so, the Claimant must write to Us within the 60 days after receipt of the notice of denial. The Claimant should indicate why he believes the claim was improperly denied, and include any additional information, data, questions or comments which he or she thinks are appropriate. Unless We request additional information, the Claimant will be

advised of Our decision within 60 days after the Written request for reconsideration is received.

Our name and address for correspondence regarding claims appear in this Certificate. Our name and address will also be on the initial notice of denial and any subsequent correspondence from Us.

### **Claims for Waiver of Premium**

A decision for a Waiver of Premium claim will be made by Us within 45 days of the date the claim is filed.

Under special circumstances, this decision may take up to another 60 days. You will be notified and the reason for the delay will be explained to You. The decision will be sent to You in Writing.

If You do not understand Our decision or You are not satisfied with it, You may request a review of the denied claim within 180 days of receipt of Written notice that Your claim has been denied. You may also review the pertinent documents and submit comments in Writing.

A decision must be made within 45 days after the request for review is made, unless circumstances of the claim require an extension, in which event the decision will be made as soon as possible, but not longer than 90 days after the request for review is made.

The decision will be in Writing and will include the reasons for the decision with reference to those Policy provisions on which it is based.

### **Release of Information**

You and Your Dependent(s) agree that, with proper authorization, We may request, and anyone may give to Us, any information, (including copies of records) about an Insured's Illness or Injury for which benefits are claimed and that We may give similar information if requested to anyone providing similar benefits to an Insured.

We will require a signed authorization form from You in order to request personal or privileged information. Such form and Our letter to You will provide the following information:

- types of persons authorized to disclose information about the Insured
- nature of the information authorized to be disclosed
- to whom You are authorizing information to be disclosed
- purposes for which the information is collected
- the length of time the authorization shall remain valid, which shall be no longer than:

- (1) In the case of authorizations signed for the purpose of collecting information in connection with an application for an insurance policy, a policy reinstatement or a request for change in policy benefits:
  - (A) Thirty months from the date the authorization is signed if the application or request involves life, health or disability insurance; *or*
  - (B) One year from the date the authorization is signed if the application or request involves property or casualty insurance.
- (2) In the case of authorizations signed for the purpose of collecting information in connection with a claim for benefits under an insurance policy:
  - (A) The term of coverage of the policy if the claim is for a health insurance benefit; *or*
  - (B) The duration of the claim if the claim is not for a health insurance benefit; *or*
  - (C) The duration of all claims processing activity performed in connection with all claims for benefits made by any person entitled to benefits under a nonprofit hospital service contract.

You or Your authorized representative are entitled to receive a copy of the authorization form.

## Section II.

## Notice of Privacy Practices

**Note:** The following Notice of Privacy Practices is not a part of Your Certificate of Coverage and does not modify your insured benefits.

### STATE NOTICE OF PRIVACY PRACTICES

We keep the health and financial information of our current and former members private as required by law, accreditation standards, and our rules. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by state law to give you this notice.

#### **Your Personal Information**

We may collect, use, and share your nonpublic personal information (PI) as described in this notice. If we use or disclose PI for underwriting purposes, we are prohibited from using or disclosing PI that is genetic information of an individual for such purposes.

PI identifies a person and is often gathered in an insurance matter. Because PI is defined as any information that can be used to make judgments about your health, finances, character, habits, hobbies, reputation, career and credit, we take reasonable safety measures to protect the PI we have about you.

#### **Collection of Personal Information**

We may collect PI about you. PI may be about your health. It may also be demographic, such as your name, address, and birth date or financial, such as your credit card number. In most cases, you are our most important source for this information. We may also collect or check PI by speaking to others, such as your doctor or hospital. We may also contact other insurance companies to whom you have applied. We collect PI about your dealings with us and others acting on our behalf. This includes data about claims, medical history, eligibility, and payment. We may collect this PI by letter, telephone, personal contact, or electronic request.

#### **Sharing Personal Information**

Your PI is used to manage your coverage well. We do not share the PI of current or former members with others unless you tell us that it is OK for us to do so. We will only share PI without your OK when allowed by law. Here are some samples of when we may give PI to others:

- To third parties that do services for us. They must agree to protect your PI as required by law.
- To third parties so they can give us PI to determine eligibility for benefits or to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to give you the right service or to carry out an insurance matter that has to do with you or a covered member of your family. For example, we may share PI with another insurance company to help manage insurance benefits. In some states, the person who

gets the information is not allowed to share it with others without your OK unless you are told about it ahead of time and are given a chance to find out if your PI was shared.

- To a doctor, hospital, or other medical provider to confirm coverage or benefits. To tell you about a medical problem that you may not be aware of. To carry out an operational or service audit.
- To insurance regulatory agencies.
- In response to a court order. This includes a search warrant or subpoena.
- To law enforcement or governmental authority to protect ourselves against an act of fraud, or if we reasonably believe that illegal activities have taken place.
- To industry and professional groups who carry out actuarial and research studies. Normally, the results of such studies benefit our members and the general public. That is why we would share data for that type of purpose. PI is removed to a point that it is still useful before sharing it with researchers. If it is shared, you will not be identified in any report that results from the research. All PI given to researchers is treated in a private manner.
- To your group health plan if reasonably needed to report claims experience or carry out an audit of our services. In some states, we are only allowed to give information on a group level (no PI) for these reasons.
- To a peer review group for review of the service or conduct of a doctor, hospital, or other medical provider.
- To a policyholder to give them information on the status of an insurance matter.
- To the government to decide your eligibility for health benefits if the government may be held responsible.
- To state governments to protect the public health and welfare. But only as needed to allow them to perform their duties when reporting is required or allowed by law.
- To an affiliate when it has to do with an audit of our company, or for marketing an insurance product or service. The affiliate must agree not to share the PI for any other reason or to those who are not affiliated. In some states, we may not share health care information for these reasons. In some states, we are required to get your OK in writing before we share any PI for these reasons.
- To a party to a sale, merger, or consolidation of all or part of our business. We can only share the PI reasonably needed to allow the person getting it to make business choices about the purchase. The person who gets the PI agrees not to share it with others unless allowed by state law.
- To a person who we know has a legal or beneficial interest in an insurance policy. No medical record information is shared unless allowed by state law. Only PI reasonably needed to allow such person to protect his or her interests in such policy is shared.
- To a non-affiliated party to market a product or service. In these cases, information that has to do with your medical records, character, habits, mode of living or reputation, is not shared. The non-affiliated party will only use the limited information to market the product or service. We will only share your information in this way if we gave you the chance to opt-out (see below). In some states, and under HIPAA, we may only share your PI with third parties for marketing reasons if we get an OK in writing from you.
- As otherwise allowed or required by law.



Information obtained from a report prepared by an insurance support group may be kept by the group and made known to other persons. These groups are companies that routinely take part in gathering data about persons just to give the data to an insurance company.

### **Opt-out Opportunity**

If we take part in an activity that would require us to give you a chance to opt-out, we will contact you. We will tell you how you can let us know that you do not want us to use or share your PI for that activity.

### **Your Rights**

Under state law, you have a number of rights that have to do with your PI.

**Access.** You may ask for access to certain recorded PI that we can reasonably locate and get for you.

**Amendment.** You may ask us to correct, change, or delete recorded PI we have if you think it is wrong.

To ask for access or to change your PI, call Customer Service at the phone number printed on your ID card. They can give you the address to send the request. They can also give you any forms we have that may help you with this process. We will need your full name, address, date of birth, all ID numbers and details about what PI you want to access or change.

### **How we protect information**

We are dedicated to protecting your PI. We set up a number of policies and practices to help make sure this PI is kept secure.

We keep your oral, written, and electronic PI safe using physical, electronic, and procedural means. These safeguards follow federal and state laws. Some of the ways we keep your PI safe include offices that are kept secure, computers that need passwords, and locked storage areas and filing cabinets. We require our employees to protect PI through written policies and procedures. The policies limit access to PI to only those employees who need the data to do their job. Employees are also required to wear ID badges to help keep people who do not belong, out of areas where sensitive data is kept. Also, where required by law, our affiliates and non-affiliates must protect the privacy of data we share in the normal course of business. They are not allowed to give personal information to others without your written OK, except as allowed by law.

### **Complaints**

If you think we have not protected your privacy, you can file a complaint with us. We will not take action against you for filing a complaint.

### **Contact Information**

Please call Customer Service at the phone number printed on your ID card. they can help you apply your rights, file a complaint, or talk with you about privacy issues.

### **Copies and Changes**

You have the right to get a new copy of this notice at any time. Even if you have agreed to get this notice by electronic means, you still have the right to a paper copy. We reserve the right to change this notice. A revised notice will apply to PI we already have about you as well as any we may get in the future. We are required by law to follow the privacy notice that is in effect at this time. We may tell you about any changes to our notice in a number of ways. We may tell you about the changes in a member newsletter or post them on our website. We may also mail you a letter to tell you about changes.

Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

This Notice is provided by the following companies:



**Home Office**

Anthem Blue Cross Life and Health Insurance Company

21215 Burbank Blvd.

Woodland Hills, CA 91367-4999