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**YOUR GROUP LIFE AND  
ACCIDENTAL DEATH AND  
DISMEMBERMENT BENEFITS**

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**West Valley Construction Company**

**Revised January 1, 2011**

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## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

West Valley Construction Company  
580 McGlincy Lane  
Campbell, CA 95008

### **CLAIM ASSISTANCE**

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-AHLF.

### **IMPORTANT NOTICE**

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

# UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE SUMMARY OF COVERAGE



West Valley Construction Company  
GLUG-AHLF  
Revised: January 1, 2011  
All Eligible Employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

<b>BENEFITS</b>	
<b>Guarantee Issue Limit</b>	For You: All Amounts For Your Spouse: All Amounts For Your Dependent Child: All Amounts Subject to any reductions, Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.
<b>Life Insurance Benefit for You</b>	Amount of Life Insurance: \$25,000 Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.
<b>Reductions</b>	Your original Life Insurance Benefit will reduce to: <ul style="list-style-type: none"><li>• 65% at age 65</li><li>• 40% at age 70</li><li>• 25% at age 75</li><li>• 15% at age 80</li></ul> If You are age 65 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age. Life Insurance Benefits end on the date of Your retirement.
<b>Accidental Death and Dismemberment Benefit for You</b>	A Principal Sum equal to the amount of Your Life Insurance Benefit. If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

<b>Life Insurance Benefit for Your Dependent(s)</b>	Spouse, any age: \$5,000 Child, six months to age 21 (age 25 if in school): \$2,500 Child, 14 days but less than six months: \$2,500 Child, less than 14 days: \$100
<b>EMPLOYEE ELIGIBILITY</b>	
<b>Minimum Work Hours Required</b>	30 or more hours each week
<b>Eligibility Waiting Period</b>	None
<b>When Employee Insurance Begins</b>	<p>When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the first day of the month which coincides with or follows the day:</p> <ul style="list-style-type: none"> <li>• the Employee satisfies the Eligibility Waiting Period; or</li> <li>• We approve Evidence of Good Health, if required;</li> </ul> <p>provided the Employee is Actively Employed on that date.</p> <p>When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder.</p> <p>The Employee will become insured on the first day of the month which coincides with or follows the later of the day:</p> <ul style="list-style-type: none"> <li>• the Employee becomes eligible; or</li> <li>• the Employee's enrollment form, acceptable to Us, is properly completed and signed;</li> </ul> <p>and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date.</p>
<b>Changes in the Amount of Your Insurance</b>	<p><b>Decrease in the Amount of Your Insurance</b></p> <p>Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.</p> <p>The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply.</p> <p><b>Increase in the Amount of Your Insurance</b></p> <p>You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request.</p> <p>Any increase in the amount of Your insurance will take effect on the later of the day:</p> <ul style="list-style-type: none"> <li>• of the change; or</li> <li>• the day We approve Your Evidence of Good Health, if required by Us.</li> </ul>
<b>When Employee Insurance Ends</b>	<p>Insurance will end the last day of the month in which:</p> <ul style="list-style-type: none"> <li>• the Policy terminates;</li> <li>• You are no longer Actively Employed;</li> <li>• You do not satisfy any other eligibility conditions described in the Certificate;</li> <li>• any applicable premium contribution is due and unpaid; or</li> <li>• You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).</li> </ul>

## DEPENDENT ELIGIBILITY

<p><b>Definition of Dependent</b></p>	<p>Dependent means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:</p> <ul style="list-style-type: none"> <li>• Your lawful spouse, registered domestic partner as defined by California state law or opposite sex domestic partner under age 62 as described in the Certificate;</li> <li>• Your natural born or legally adopted child;</li> <li>• Your stepchild living in Your home; or</li> <li>• any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.</li> </ul> <p>A dependent does not include a child who has attained the Limiting Age defined in the Certificate.</p>
<p><b>Definition of Limiting Age</b></p>	<p>Limiting Age means a child's 21st birthday or 25th birthday if the child is a Full-Time Student.</p>
<p><b>When Dependent Insurance Begins</b></p>	<p>When the Policyholder pays 100% of the cost and, if required We approve Evidence of Good Health, insurance for Your eligible Dependent will begin the later of the day You become insured, or the day You acquire the Dependent.</p> <p>When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder.</p> <p>An eligible Dependent will be insured on the latest of the day:</p> <ul style="list-style-type: none"> <li>• You become insured;</li> <li>• You acquire the eligible Dependent; or</li> <li>• You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.</li> </ul> <p>If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.</p> <p>In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.</p>
<p><b>Changes in the Amount of Your Dependent's Insurance</b></p>	<p><b>Decrease in the Amount of Your Dependent's Insurance</b></p> <p>Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.</p> <p>The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate.</p> <p><b>Increase in the Amount of Your Dependent's Insurance</b></p> <p>Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.</p>

<b>When Insurance for a Dependent Child Ends</b>	<p>Insurance for a Dependent child will end on the earliest of the:</p> <ul style="list-style-type: none"> <li>• day the Policy terminates;</li> <li>• day any premium contribution for Dependent child insurance is due and unpaid;</li> <li>• day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);</li> <li>• day Your insurance ends;</li> <li>• last day of the Policy month in which the Dependent child is no longer eligible; or</li> <li>• day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of the Certificate.</li> </ul>
<b>When Insurance for a Dependent Spouse Ends</b>	<p>Insurance for a Dependent spouse will end on the earliest of the:</p> <ul style="list-style-type: none"> <li>• day the Policy terminates;</li> <li>• day any premium contribution for Dependent spouse insurance is due and unpaid;</li> <li>• day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);</li> <li>• day Your insurance ends;</li> <li>• last day of the Policy month in which the Dependent spouse is no longer eligible; or</li> <li>• day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of the Certificate.</li> </ul>
<b>FEATURES</b>	
<b>Living Benefits Option For You</b>	<p>75% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$25,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.</p>
<b>Layoff or Leave of Absence</b>	<p>You may be able to continue Life and Accidental Death and Dismemberment insurance until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.</p> <p>If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of the Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.</p>
<b>Waiver of Premium Benefit</b>	<p>You may be able to continue Life insurance until age 65, without payment of premium, if You become Totally Disabled while insured under the Policy prior to age 60.</p>
<b>Conversion</b>	<p>If any of Your Life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to conditions described in Your Certificate.</p>

## AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if an employee is injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

<b>Loss</b>	<b>Benefit</b>
<ul style="list-style-type: none"> <li>• Life</li> <li>• Both Hands</li> <li>• Both Feet</li> <li>• Entire Sight of Both Eyes</li> <li>• One Hand and One Foot</li> <li>• One Hand and Entire Sight of One Eye</li> <li>• One Foot and Entire Sight of One Eye</li> <li>• Speech and Hearing (both ears)</li> </ul>	Principal Sum
<ul style="list-style-type: none"> <li>• Entire Sight of One Eye</li> <li>• Speech or Hearing (both ears)</li> <li>• One Hand or One Foot</li> </ul>	One-half Principal Sum
<ul style="list-style-type: none"> <li>• Loss of Thumb and Index Finger of Same Hand</li> </ul>	One-fourth Principal Sum
<b>Paralysis</b>	<b>Benefit</b>
<ul style="list-style-type: none"> <li>• Quadriplegia (total Paralysis of both upper and lower limbs)</li> </ul>	Principal Sum
<ul style="list-style-type: none"> <li>• Triplegia (total Paralysis of three limbs)</li> </ul>	Three-quarters Principal Sum
<ul style="list-style-type: none"> <li>• Paraplegia (total Paralysis of both lower limbs)</li> <li>• Hemiplegia (total Paralysis of an upper and a lower limb)</li> </ul>	One-half Principal Sum
<ul style="list-style-type: none"> <li>• Uniplegia (total Paralysis of a limb)</li> </ul>	One-fourth Principal Sum
<b>Other Benefits</b>	<b>Benefit</b>
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum. In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: April 7, 2011



**NOTICE**

If any questions or problems arise regarding this insurance, you may contact the Company at:

**United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, NE 68175  
Telephone: 1-800-775-8805**

When contacting the Company, please have your policy number available.

**Should you feel you are not being treated fairly, we want you to know you may contact the California Department of Insurance with your complaint.**

**To contact the Department, write or call:**

**Consumer Division Department of Insurance, Los Angeles Office  
300 South Spring St.  
Los Angeles, CA 90013  
In State Call Toll Free: 1-800-927-4357  
Out of State Call: 1-213-897-8921**



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# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

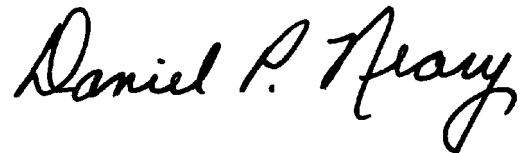
United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-AHLF (policy) has been issued to West Valley Construction Company (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you and your dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

**SCHEDULE**

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

**Classification(s)**

All Eligible Employees

**LIFE INSURANCE  
For You**

**Guarantee Issue Limit:**

For You: All Amounts

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

**Life Insurance Benefits**

Amount of Life Insurance.....\$25,000  
Facility of Payment Amount.....\*\$500

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Life Insurance Benefits will be reduced as follows:

<b>If You are age:</b>	<b>The Amount of Life Insurance shown above will reduce to:</b>
65 .....	65%
70 .....	40%
75 .....	25%
80 .....	15%

The reduction will be made on the day You attain the specified age.

If You are age 65 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age.

Life Insurance Benefits end on the date of Your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

**Living Benefits Option**

Amount of Living Benefits .....75% of the amount of life insurance  
in force on Your life, but not to exceed \$25,000.

**HEALTH INSURANCE  
For You**

**Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life;  
however, if Your Life Insurance Benefit has been reduced by the  
Living Benefits Option, such reduction will not apply to this  
Accidental Death and Dismemberment Principal Sum.

**LIFE INSURANCE  
For Your Dependents**

**Life Insurance Benefits**

Amount of Life Insurance .....\*See below

Life Insurance for dependents shall be the lesser of:

\*50% of the amount of Life Insurance in force on Your life, or in accord with the following table based  
on a dependent’s age at the time of death:

Spouse, any age.....	\$5,000
Child, six months to age 21 (age 25 if in school) .....	\$2,500
Child, 14 days but less than six months .....	\$2,500
Child, less than 14 days .....	\$100

## **EMPLOYEE ELIGIBILITY**

### **Life Insurance and Accidental Death and Dismemberment Benefits**

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Actively Employed or Active Employment** means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 30 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

**NOTE:** Employees who are Totally Disabled will not be considered actively employed.

**Actively Working or Active Work** means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or



(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

### **When an Employee Becomes Eligible for Coverage**

An Employee who is Actively Employed on January 1, 2011 becomes eligible for insurance under the Policy on January 1, 2011.

An Employee who is hired after January 1, 2011 becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

### **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

### **When Employee Insurance Begins**

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the first day of the month which coincides with or follows the day:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the first day of the month which coincides with or follows the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

### **Changes in the Amount of Your Insurance**

#### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

#### **Non-payment of Premium**

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

### **When Employee Insurance Ends**

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit

For accidental death and dismemberment insurance: Layoff or Leave of Absence

### **Layoff or Leave of Absence**

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the Policyholder may be able to continue Your life and accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

### **Waiver of Premium Benefit**

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60. If You are over age 60 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;

- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

**Waiver of Premium Benefit Elimination Period**

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

**Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

**Death While Satisfying the Waiver of Premium Benefit Elimination Period**

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

**When the Waiver of Premium Benefit Ends**

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 65.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

## **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.



## DEPENDENT ELIGIBILITY

### Life Insurance Benefits

#### Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone insured under this Policy as an Employee;
- (b) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (c) a child who has attained the Limiting Age defined in this Certificate;
- (d) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (e) Your divorced or legally separated spouse;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;

- (c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

**Full-Time Student** means an insured Dependent child who is attending an accredited high school, trade school, college, university or other institution of learning and is enrolled for a minimum of 12 course credit hours per semester as indicated by evidence acceptable to Us. If the accredited institution of learning establishes full-time status in any other manner, We reserve the right to determine whether the student is an eligible Dependent.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

**Limiting Age** means a child's 21st birthday or 25th birthday if the child is a Full-Time Student.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

### **When a Dependent Becomes Eligible**

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, only one of You may insure Your child or children under this Policy.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

- (a) born while You are insured under this Policy; or

- (b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

### **When Dependent Insurance Begins**

When the Policyholder pays 100% of the cost and, if required We approve Evidence of Good Health, insurance for Your eligible Dependent will begin the later of the day You become insured, or the day You acquire the Dependent.

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and currently under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect from birth.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day:

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, if a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable.

### **Changes in the Amount of Your Dependent's Insurance**

#### **Decrease in the Amount of Your Dependent's Insurance**

Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

#### **Increase in the Amount of Your Dependent's Insurance**

Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.

### **When Insurance for a Dependent Child Ends**

Insurance for a Dependent child will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day any premium contribution for Dependent child insurance is due and unpaid;
- (c) day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) last day of the Policy month in which the Dependent child is no longer eligible; or
- (f) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

### **Exceptions to When Dependent Insurance Ends**

#### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

- (a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

### **When Insurance for a Dependent Spouse Ends**

Insurance for a Dependent spouse will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day any premium contribution for Dependent spouse insurance is due and unpaid;
- (c) day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) last day of the Policy month in which the Dependent spouse is no longer eligible; or
- (f) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

### **Layoff or Leave of Absence**

When You elect to continue life insurance under the Layoff or Leave of Absence provision in this Certificate, You may also elect to continue life insurance for Your Dependents under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the Policyholder may be able to continue life insurance for Your Dependents for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Dependent insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

## **LIFE INSURANCE BENEFITS**

### **For You**

#### **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$3,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.



**LIFE INSURANCE BENEFITS**  
**For You - LIVING BENEFITS OPTION**  
**(ACCELERATED BENEFITS)**

**Definition**

**Terminal Condition** means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

**Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

**Conditions**

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

**Exceptions**

This **Living Benefits** provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;

- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.

**NOTE:** Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

### Definitions

**Accident** means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

**Automobile** means a licensed private passenger motor vehicle for use on public highways.

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

**Loss of Hearing** means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Paralysis** means loss of use of a limb without Severance. This loss must be determined by a Physician to be complete and irreversible.

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

**Severance** means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

**Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

**TABLE**

<b><u>Loss</u></b>	<b><u>Benefit</u></b>
Loss of Life .....	Principal Sum
Loss of Both Hands.....	Principal Sum
Loss of Both Feet .....	Principal Sum
Loss of Entire Sight of Both Eyes.....	Principal Sum
Loss of Entire Sight of One Eye .....	One-half Principal Sum
Loss of One Hand and One Foot.....	Principal Sum
Loss of One Hand and Entire Sight of One Eye .....	Principal Sum
Loss of One Foot and Entire Sight of One Eye.....	Principal Sum
Loss of Thumb and Index Finger of same Hand.....	One-fourth Principal Sum
Loss of Speech and Hearing (both ears) .....	Principal Sum
Loss of Speech or Hearing (both ears).....	One-half Principal Sum
Loss of One Hand or One Foot.....	One-half Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs) .....	Principal Sum
Triplesia (total Paralysis of three limbs) .....	Three-quarters Principal Sum
Paraplegia (total Paralysis of both lower limbs).....	One-half Principal Sum
Hemiplegia (total Paralysis of an upper and a lower limb) .....	One-half Principal Sum
Uniplegia (total Paralysis of a limb).....	One-fourth Principal Sum

The **Principal Sum** is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

**Payment For Loss of Life**

**Beneficiary**

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

**Mode of Payment**

We will pay death benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

### **Payment For Other Than Loss of Life**

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

### **Airbag Benefit**

#### **Definition**

**Airbag** means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### **Benefits**

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

#### **Exception**

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## **Seat Belt Benefits**

### **Benefits**

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

### **Exceptions**

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.
- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;

- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (l) is caused by You, and is a result of Injuries You receive, while Intoxicated.

## **LIFE INSURANCE BENEFITS**

### **For Your Dependents**

#### **Benefits**

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

1. If your spouse dies, benefits will be paid to your spouse's estate.
2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

#### **Facility of Payment**

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

#### **Conversion Privilege**

If your spouse's Life Insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion; or
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision;

your spouse may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your spouse is subject to the following.

1. Your spouse may apply for any of our individual life insurance policies except term insurance. Your spouse may not apply for supplemental coverage.
2. Your spouse may apply for an amount which is not more than the amount of terminated life insurance.
3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
  - (a) your spouse's class of risk; and
  - (b) your spouse's age on the date the conversion policy takes effect.
4. Your spouse must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

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If we issue your spouse a conversion policy and your spouse again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your spouse terminates the conversion policy; or
- (b) your spouse submits at his or her own expense, evidence of good health acceptable to us.

**Extended Insurance**

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased spouse, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

## **PAYMENT OF CLAIMS**

### **How to File Claims**

Before benefits are paid, we must be given a written proof of loss, as described below. In the event of your death or incapacity, your beneficiary or someone else may give us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When we receive the request, we will send a claim form for filing proof of loss. If we do not send it within 15 days, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, complete and sign the claim form. If a physician must complete part of the claim form, have the physician complete and sign that part.
3. Finally, return the claim form to the Plan Administrator or to us. The claim form is due:
  - (a) within 90 days after the loss occurs; or
  - (b) as soon as reasonably possible, but not later than one year after (a) above, unless the claimant is not legally capable.

### **When Claims are Paid**

Policy benefits will be paid as soon as we receive acceptable proof of loss.

### **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to you except that benefits unpaid at your death may be paid, at our option to:

- (a) your beneficiary; or
- (b) your estate.

If your beneficiary is unable to give a valid release or if benefits unpaid at your death are not more than \$1,000, we may pay up to \$1,000 to any relative of yours who we find is entitled to the benefit.

Any payment made in good faith will fully discharge us to the extent of the payment.

### **Examination and Autopsy**

We sometimes require that a claimant be examined by a physician of our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, we may also require an autopsy. We will pay for this autopsy.

# **LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES**

## **DEFINITIONS**

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person’s eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **INITIAL CLAIM DECISION**

Initial Claim Decision. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy’s appeal procedures, including the time limits for such procedures.

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## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## **APPEAL DECISION**

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for You or Your dependents.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any Insured Person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

### **Applications**

We may use misstatements or omissions in the application of an Insured Person to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if You or Your dependent is not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than two years after the date written proof of loss is required.

## DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Insured Person** means You and/or Your dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

**Our, We, Us** means the Company shown on Your Certificate of Insurance.

**Rider** means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

**Sickness** means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

**You, Your** means an employee or member who is insured under the Policy.







Group Policy Number GLUG-AHLF



**MUTUAL *of* OMAHA**

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