



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

## **A guide to your benefits**

**You've made a good decision in choosing Anthem<sup>®</sup> Life**

**Plan Sponsor:** Abbington Management Corp.  
**Policy:** 00247848  
**Class:** 01  
**Class Description:** All Eligible Employees

**[anthem.com](http://anthem.com)**

Life and Disability products are underwritten by Anthem Life Insurance Company. <sup>®</sup>ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

# Benefits Guide

## Section Contents

### Section I. - Your Certificate of Coverage

### Section II. - Value Added Services

**Note:** The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to Our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

- |    |                             |
|----|-----------------------------|
| 1. | <b>Resource Advisor</b>     |
| 2. | <b>SpecialOffers@Anthem</b> |
| 3. | <b>Travel Assistance</b>    |

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 Life 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 Life Insurance Company to use the Blue Cross and/or Blue Shield Service Mark in Ohio and that Anthem Life 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 Life Insurance Company and that no person, entity, or organization other than Anthem Life Insurance Company shall be held accountable or liable to this Group for any of Anthem Life 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 Life Insurance Company other than those obligations created under other provisions of this agreement.

**Section I. Your Certificate of Coverage**

**Basic Group Term Life Insurance**

**Basic Accidental Death and Dismemberment  
Insurance**

**Anthem Life Insurance Company**

Main Administrative Office  
Post Office Box 182361  
Columbus, Ohio 43218-2361  
1 (800) 551-7265

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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 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.

## Introduction

Anthem Life Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

This Certificate describes the benefits provided as of the 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 Life has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Anthem Life 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 Ohio. 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.

**Anthem Life Insurance Company**

Administrative Office

P.O. Box 182361

Columbus, OH 43215-2361



Michael A. Wozny  
President

**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 Anthem Life Insurance Company at its Administrative Office.

The amounts of Your insurance are determined by this schedule. You are not insured for any type of coverage for which You have not paid the required premium.

### **Basic Life Insurance**

**Amount of Your Basic Life Insurance:    \$ 25,000**

All Benefits terminate at retirement.

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    \$ 25,000.**

**Sum:**

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

Basic Accidental Death and Dismemberment Insurance Coverage is 24-hour.

### **ADDITIONAL BENEFITS**

- Additional Benefit for Child Education
- Additional Benefit for Repatriation
- Additional Benefit for Seat Belt and Air Bag
- Additional Benefit for Common Carrier
- Additional Benefit for Coma

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 accidental bodily Injury which is sustained independently of disease, Illness, or bodily infirmity.

**Actively at Work** means that You are performing the normal duties of Your own occupation, and working Your normal hours. You must be working at least the minimum number of required hours per week to meet the definition of eligible employee 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 Illness, 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 own 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.

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

**Child(ren)** means Your natural Child, legally adopted Child, or stepchild provided such Child is at least 15 days old and has not reached the age limit as described below:

A Child's coverage will end on 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 27. 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 Insureds 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 required per week by Our agreement with the employer; *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. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for one hundred eighty (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. 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.

**Injury** means bodily harm which is the direct result of an Accident and not related to any other cause.

**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 or she 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;
  - In-Laws.

**Plan Sponsor** means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

**Policy** or **Group Policy** means the policy issued by Us and 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 satisfactory to Us 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 satisfactory to Us that a person has satisfied the conditions and requirements for a benefit. Proof of Claim must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim under the Policy;
- the Claimant's right to receive payment.

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

**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 acceptable to Us and consistent with applicable law.

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

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

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

Other terms are defined elsewhere under the Policy.

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## **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 apply 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 if the coverage is not Contributory.

An enrollment form for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed enrollment form 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 the date provided You have completed the Eligibility Waiting Period. 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 for 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 anniversary of 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 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, if required.

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 satisfactory to 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, at Our discretion, require that You undergo an Independent Medical Exam as part of Your Proof of Insurability.



## **When Insurance Ends**

### **For Your Basic Life Insurance**

Your Life Insurance 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, or Your employer's agreement with Us as outlined in 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;
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 end solely due to Your no longer being Actively at Work, the Plan Sponsor may continue Your insurance during the following periods:

- until the end of 3 months following the date You cease to be Actively at Work due to a temporary layoff; *or*
- until the end of 3 months 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.

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## **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 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 Accidental Death and Dismemberment coverage and any Dependent coverage.

#### **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 Your Basic Life Insurance coverage as of the date You satisfy the Elimination Period.

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 30 days per month for 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.

**Regular Care** means:

- You are under the continuing care of and personally visit a Physician as frequently as is medically required according to standard medical practice, to effectively diagnose, manage and treat Your disabling condition(s); *and*
- You are receiving appropriate treatment and care of Your disabling conditions(s) which conforms with standard medical practice by a Physician whose specialty and clinical experience is appropriate for Your disabling condition(s) according to standard medical practice.

**Totally Disabled and Total Disability** mean during the Elimination Period and thereafter because of an injury or illness, You meet **both** of the following:

- You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- You are receiving Regular Care from a Physician for that Injury or Illness.

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. The Proof must be satisfactory to Us.

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. This Proof must be satisfactory to Us.
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; *or*
  - 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; *or*
- Three months after the date We request further Proof that You are still Totally Disabled if such Proof is not received with this period. We may ask for further Proof as often as We may reasonably require; *or*
- The date of Your 65th birthday; *or*
- The date You refuse to be examined by a Physician when requested; *or*

- 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 the federal, state, municipal, or association retirement plan.

After We determine that You are Totally Disabled, Waiver of Premium for Life Insurance will not be affected by:

- Termination or cancellation of the Policy by the Plan Sponsor; *or*
- Termination of Your employment; *or*
- Termination of Your insurance coverage under the Policy; *or*
- Any amendment that is effective after the date You are Totally Disabled.

### **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; *or*
- 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; *or*
- 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 65th 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 Your 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 satisfactory to Us 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.

**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**

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, to a maximum benefit of \$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 a 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 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.

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 as determined from the date of Your last birthday.

### **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 You are 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 will have 15 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 solely by an Accident.
- The Loss is not excluded by the terms of the Exclusion section of this provision.
- The Accident must occur while the person is 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 Provisions for Accidental Death and Dismemberment.

**Loss** means a benefit from the Schedule of Losses for Basic and/or Optional 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 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 and/or Optional 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 You or Your Dependent's Basic or Optional Accidental Death and Dismemberment Insurance ceases or is reduced, You can not "convert" that group insurance to an individual policy.

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## **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 directly or indirectly from, or was in any manner or degree associated with or caused by any one or more of the following:

- Bodily or mental infirmity or illness or disease of any kind, or any medical or surgical treatment, diagnostic or preventative care (unless the treatment or care is provided in connection with a Loss.)
- Suicide or attempted suicide or self-inflicted injury whether committed while sane or insane.
- Committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- An act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
- Participation in any riot or violent disorder.
- An infection, unless caused by a visible external wound which was sustained by Accidental injury.
- Poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof.
- Being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Physician.
- Being intoxicated. "Intoxication" under this exclusion means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.
- Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Parachuting or descent from any aircraft in flight will be deemed to be part of such flight.
- Taking part in the sports of parachute jumping, skydiving or hang gliding.
- Riding, driving, or testing a motorized vehicle used in a race or speed contest.
- Any period while an Insured is confined to a penal or correctional institution.
- Any Loss or Injury as a result of autoerotic asphyxiation.
- Any Loss or Injury which occurs while in the course of operation of any Motorized Vehicle:
  - Under the influence of any intoxicant or drug, unless prescribed by a physician; *or*
  - If Your blood alcohol concentration is in excess of the legal limit in the jurisdiction in which the Accident occurred.

**Motorized Vehicle** for the purpose of this provision means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. "Motorized Vehicle" does not include a medically necessary motorized wheelchair.

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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 satisfactory 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 on behalf of You. 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. 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; *or*
- limousines.

### **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*
- Satisfactory 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, or an additional benefit if You were wearing a Seat Belt and the Automobile was equipped with Air Bag(s) at the time of the Accident. These benefits are 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.
- Satisfactory 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 the legal limit in the jurisdiction in which the Accident occurred; *or*
  - the use of any intoxicant or drug by the driver or operator 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.

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## 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 Dependents a copy of the written instrument that contains Your misrepresentation.

## **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.

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## **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.

You may change beneficiaries at any time, subject to applicable law. To do so, You must provide a Written statement on a new form.

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 Us. 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.

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;
- 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.

The payments under this Release for Payment provision may be made at Our discretion, subject to applicable law, and 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. 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 satisfactory 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 being satisfactory to Us.

### **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 5 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.

### **Discretionary Authority for Benefit Determination**

We will make the final decision on claims for benefits under the Policy. When making a benefit determination, We will have discretionary authority to interpret the terms and provisions of the Policy. This discretionary authority should not be construed to limit the legal action that may be taken by an Insured or beneficiary in accordance with the Legal Actions provision of the Policy, and any applicable state or federal law.

### **Release of Information**

You and Your Dependent(s) agree that 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 request to anyone providing similar benefits to an Insured.

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## **NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE OHIO LIFE HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Ohio who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however, and, as noted in the box below, this protection is not a substitute for consumers' care in selection companies that are well-managed and financially stable.

### **DISCLAIMER**

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Ohio Life and Health Insurance Guaranty Association  
1840 Mackenzie Drive  
Columbus, Ohio 43220

Ohio Department of Insurance  
50 W. Town Street Third Floor-Suite 300  
Columbus, Ohio 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions, and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations of the Guaranty Association.

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## **COVERAGE**

Generally, individuals will be protected by the Ohio Life and Health Insurance Guaranty Association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in that state;
- their policy was issued by a medical, health, or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

## **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 — no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits — again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

**Note the benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act:** For unallocated annuities that fund government retirement plans under §§401(k), 403(b), or 457 of the Internal Revenue Code, the limit is \$100,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than \$300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

## **Section II. Value Added Services**

**Note:** The following additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

### **1. Resource Advisor**

When you feel pressure from everyday problems like work-related stress or family issues, Resource Advisor can help you get emotional, legal and financial support. No issue is too big or too small – and there's no extra cost to you.

#### **Call us – support is one phone call away 24/7**

You and your family can talk to a Resource Advisor counselor by phone who can:

- Give you advice and arrange for up to three visits with a counselor, if you need it.
- Put you in touch with a financial advisor if you have money problems.
- Connect you with a lawyer if you need legal help. You can meet by phone or in person.

#### **Let us help if your identity is stolen**

If your wallet or purse is lost or your identity stolen, we'll assign a Fraud Resolution Specialist to help get your identity back and restore your good credit.

Services include:

- Placing “fraud alerts” on credit reports and with creditors.
- Closing bank and credit card accounts where your identity is an issue.
- Arranging a phone meeting with a financial counselor.
- Setting up a meeting with a lawyer on issues around the identity theft (each visit must be for a separate issue.)

## Go online for help any time... and a lot more

When you visit [www.ResourceAdvisor.Anthem.com](http://www.ResourceAdvisor.Anthem.com), you'll find:

- Tips on handling difficult life events and a depression screening tool.
- Parenting information. There's even a child and elder care provider finder.
- Financial tools to help you plan for major purchases or life events.
- You and your family members can register for identity monitoring at no cost.
- State-specific online wills and a legal library.

## Give added support to beneficiaries when they need it most

Providing your loved ones with a little extra comfort and emotional support after you're gone is a lasting gift. Resource Advisor gives your beneficiaries:

- Three meetings with a mental health professional.
- Meetings with a legal and/or financial professional.
- Copies of *The Healing Book: Facing the Death – and Celebrating the Life – of Someone You Love*. This is a great resource book to talk to children about loss.
- Beneficiary Companion\* services to help your family with estate details like closing bank accounts, credit cards and utilities.

\*Beneficiary Companion services are provided by Europ Assistance USA, an independent company providing these services on behalf of Anthem Life.

**Keep Resource Advisor close at hand. Just cut out and carry this wallet card.**

**Get support, advice and resources 24/7.**

**Call 888-209-7840 or visit  
[www.ResourceAdvisor.Anthem.com](http://www.ResourceAdvisor.Anthem.com)**

Then log in with the program name:  
**AnthemResourceAdvisor**

Note: if you retire, you can only use Resource Advisor until your retirement starts.



## **2. Save money with SpecialOffers@Anthem**

Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers@Anthem, you can receive discounts on products and services that help promote better health and well being. And, there's no extra cost to you. SpecialOffers@Anthem is just one of the perks of being a member.

Log on to [www.anthem.com/specialoffers](http://www.anthem.com/specialoffers) for details on discounts in categories like Family & Home, Fitness & Health, Medicine & Treatment, Vision, Hearing & Dental.

## **3. TRAVEL ASSISTANCE**

### **Feel safe wherever you go**

We know the importance of feeling safe when you are away from home.

### **Bring the comforts of home on the road**

What would happen if you got sick in another city or country? Who would you call if you couldn't speak the language? We've teamed up with Generali Global Assistance, Inc. to give you vital travel services that help you when you or your family are 100 miles or more from home for either personal or business reasons.

### **A helping hand in medical emergencies**

You can feel safe knowing that you can use Travel Assistance services 24 hours a day. If you need an emergency medical situation while traveling, simply call the toll-free number to:

- Find doctors, dentists and medical facilities.
- Set up emergency transfer if you're in the hospital, when medically necessary, up to \$1,000,000.
- Send your dependent children home if they're left without an adult to care for them due to your medical emergency.<sup>2</sup>
- Send the person with whom you are traveling home.<sup>2</sup>
- Set up a bedside visit for a family member or friend if you stay in the hospital for more than seven days, or if you are in critical condition.<sup>2</sup>
- Set up and pay for the return of mortal remains, should a member die while traveling.<sup>3</sup>
- Arrange and pay to return your vehicle home if you are unable to drive due to a medical emergency, up to \$2,500.
- Arrange and pay to return your pet that is traveling with you, if left unattended due to a medical emergency, up to \$1,000.

### **Highlights of the program**

- You've enrolled in travel assistance when you choose group term life and AD&D coverage.
- Travel assistance services are offered to you and your family 24 hours a day, seven days a week.
- This program helps during medical emergencies and gives useful tips before you leave on your trip.

## Your travel companion

Not only does this program help during medical emergencies, it also offers these personal services:

- Send and receive emergency messages
- Emergency cash advances (up to \$500<sup>4</sup>)
- Emergency medical payments (up to \$10,000<sup>4</sup>)
- Legal help and bail (up to \$5,000<sup>4</sup>)

## Easy access to travel tips

Generali Global Assistance, Inc. can give you useful tips before you travel, such as vaccine and passport requirements, foreign exchange rates, travel advice and weather conditions. You can get details by calling Generali Global Assistance, Inc.:

**From the U.S. and Canada:** 866-295-4890

**From other countries (call collect):** 202-296-7482

<sup>1</sup> In all cases, Generali Global Assistance, Inc. only suggests a medical professional, medical facility or attorney that gives services to the eligible member. They are not employees or agents of Generali Global Assistance, Inc. or Anthem Life. You choose the medical advice or legal counsel you want. Generali Global Assistance, Inc. or Anthem Life is not liable for any medical advice or legal counsel given by the medical professional or attorney. Generali Global Assistance, Inc. also is not liable for the negligence or other wrongful acts or omissions of any of the health or legal care professionals who give these services. The covered member cannot take action against Generali Global Assistance, Inc. or Anthem Life for its suggestion of or contract with a medical professional or attorney.

<sup>2</sup> Up to \$5,000

<sup>3</sup> Up to \$10,000

<sup>4</sup> You must pay back Generali Global Assistance, Inc. for these costs.

Generali Global Assistance, Inc. is not affiliated with Anthem Life and the services provided are not part of the insurance coverage provided by Anthem Life. The agreement between Generali Global Assistance, Inc. and Anthem Life is subject to change, which may affect the services offered.

**Valid only for eligible members. Retirees are not eligible for travel assistance services.**

**Anthem Life Insurance Company**

**P.O. Box 182361**

**Columbus, Ohio 43218-2361**

**1 (614) 436-0688**

**1 (800) 551-7265**