



## CONTINENTAL AMERICAN INSURANCE COMPANY

Home Office: Columbia, South Carolina 29202

Administrative Office: P.O. Box 84069, Columbus, Georgia, 31908-4069

Toll Free Telephone Number: 800.206.8826

Website: [www.aflacgroupinsurance.com](http://www.aflacgroupinsurance.com)

### CERTIFICATE OF INSURANCE

<b>Policy Number:</b>	GLD0001033
<b>Policy Effective Date:</b>	January 1, 2024
<b>Policyholder:</b>	Activision Blizzard
<b>Eligible Classes:</b>	All Classes
<b>Dependent Insurance:</b>	Included
<b>Type of Insurance:</b>	Group Term Life Insurance w/ Accidental Death and Dismemberment Coverage
<b>Policy Situs State:</b>	Texas

Coverage under this certificate is underwritten by Continental American Insurance Company ("CAIC") a stock company. This certificate is issued to You under the Policy and it includes the terms and provisions of the Policy that describe Your insurance. If there is any conflict between the information in this certificate and the Policy, the Policy will control in all respects.

We certify that each Certificateholder is insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is part of the Policy. The Policy is a contract between CAIC and the Policyholder. The terms and provisions of the Policy and the certificate may be changed or ended without notice to or the consent from You or anyone else with a beneficial interest in it. You have a right to inspect a copy of the Policy. The benefits under the Policy will not be less than as stated in this certificate. Unless otherwise specified, You are entitled to exercise the rights and benefits granted under this certificate.

This certificate replaces any previous certificate issued under a Policy that was issued by CAIC.

**WE PROVIDE A CERTIFICATE FOR DELIVERY TO EACH CERTIFICATEHOLDER. PLEASE READ YOUR CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS, AND EXCLUSIONS.**

**THE POLICY HAS BEEN ISSUED UNDER THE AUTHORITY OF AND IN COMPLIANCE WITH THE INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS FOR DELIVERY IN TEXAS. THE INSURANCE DEPARTMENT FOR THE STATE OF TEXAS MAY BE REACHED BY CALLING 1-800-252-3439. INSURANCE UNDER THE POLICY IS NON-DIVIDEND PAYING.**

Virgil R. Miller, President

J. Matthew Loudermilk, Secretary

**THIS CERTIFICATE INCLUDES AN ACCELERATED BENEFIT OPTION. DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID. THE RECEIPT OF THIS BENEFIT MAY BE TAXABLE AND MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR BEFORE YOU APPLY FOR AN ACCELERATED BENEFIT.**

**NON-PARTICIPATING**

## NOTICES

### NOTICE FOR RESIDENTS OF ALL STATES

#### FRAUD NOTICE

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

#### LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

**DISCLOSURE:** The Accelerated Benefit Option offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

**DISCLOSURE:** Receipt of an accelerated benefit may affect Your, Your Spouse's, or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Temporary Assistance for Needy Families (TANF), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's, and Your family's eligibility for public assistance.

## TABLE OF CONTENTS

CERTIFICATE OF INSURANCE .....	1
NOTICES.....	2
TABLE OF CONTENTS .....	3
SCHEDULE OF BENEFITS.....	6
DEFINITIONS .....	16
ELIGIBILITY AND ENROLLMENT .....	21
INSURANCE ON YOU .....	21
Eligible Classes .....	21
Date You Are Eligible For Insurance .....	21
Enrollment .....	21
Effective Date of Your Insurance .....	22
Deferred Effective Date .....	22
INSURANCE FOR DEPENDENTS .....	23
Date You Are Eligible for Dependent Insurance .....	23
Dependent Enrollment.....	23
Effective Date of Dependent Insurance .....	23
Adding Coverage for A New Child .....	24
Deferred Effective Date for A Dependent.....	24
EVIDENCE OF INSURABILITY .....	24
EFFECTIVE DATE OF CHANGES .....	26
LIFE STATUS CHANGES .....	26
CONTINUITY OF COVERAGE.....	27
DATE INSURANCE ENDS .....	28
DATE INSURANCE ENDS FOR YOU.....	28
DATE INSURANCE ENDS FOR A DEPENDENT .....	29
REINSTATEMENT OF LIFE INSURANCE .....	29
EXCEPTIONS TO END OF INSURANCE .....	29
CONTINUATION OF INSURANCE BY THE POLICYHOLDER .....	29
CONTINUATION OF COVERAGE WHILE ON LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT .....	30
CONTINUATION OF COVERAGE FOR MENTALLY OR PHYSICALLY DISABLED CHILDREN .....	30
CONTINUATION OF COVERAGE WHILE ON LEAVE DURING MILITARY SERVICE .....	31
SUSPENSION OF COVERAGE DURING MILITARY SERVICE .....	31
END OF A CONTINUATION PERIOD .....	31

INSURANCE CONTINUATION WHILE YOU ARE TOTALLY DISABLED .....	32
DEFINITIONS .....	32
EXTENDING YOUR INSURANCE WHEN TOTALLY DISABLED .....	32
WAIVER OF PREMIUM BENEFIT WHILE TOTALLY DISABLED OPTION .....	33
LIFE INSURANCE BENEFITS .....	36
LIFE INSURANCE FOR YOU .....	36
LIFE INSURANCE ON YOUR DEPENDENTS .....	36
BENEFIT REDUCTIONS .....	36
Benefit Reductions Due To Age.....	36
LIFE INSURANCE EXCLUSIONS.....	38
LIFE INSURANCE ACCELERATED BENEFIT OPTION (ABO) .....	38
ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS .....	42
AD&D COVERED LOSS SCHEDULE .....	44
AD&D DEFINED TERMS.....	45
EXCLUSIONS- ACCIDENTAL LOSSES NOT COVERED BY THE POLICY .....	47
ADDITIONAL AD&D BENEFITS.....	48
1. CARJACKING BENEFIT .....	48
4. COMA BENEFIT.....	50
6. FELONIOUS ASSAULT BENEFIT .....	51
7. HEARING AID OR PROSTHETIC DEVICE BENEFIT .....	52
8. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT.....	52
9. MEDICAL EVACUATION EXPENSE BENEFIT .....	53
10. REHABILITATION PHYSICAL THERAPY BENEFIT .....	53
11. REPATRIATION OF REMAINS BENEFIT .....	53
12. SEAT BELT USE AND AIR BAG BENEFITS .....	54
14. THERAPEUTIC COUNSELING BENEFIT .....	55
LIFE INSURANCE CONVERSION OPTION .....	57
CONVERSION OPTION FOR YOUR LIFE INSURANCE .....	57
CONVERSION OPTION FOR DEPENDENT LIFE INSURANCE .....	59
LIFE INSURANCE PORTABILITY OPTION .....	62
GENERAL PROVISIONS.....	66
ENTIRE CONTRACT .....	66

POLICY CHANGES OR WAIVERS .....	66
BENEFICIARY DESIGNATION AND CHANGES .....	66
SUICIDE FOR LIFE INSURANCE BENEFITS (Supplemental Only).....	67
ASSIGNMENT .....	68
CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS .....	68
TIME LIMIT ON LEGAL ACTIONS .....	68
INSURANCE FRAUD .....	69
NONCOMPLIANCE WITH POLICY REQUIREMENTS .....	69
CLERICAL ERROR .....	69
MISSTATEMENT OF FACTS OR AGE.....	69
INCONTESTABILITY.....	69
AGENCY.....	69
NON-PARTICIPATION POLICY .....	69
ELECTRONIC TRANSACTIONS .....	70
COMPLIANCE WITH ECONOMIC SANCTIONS LAW OR REGULATION.....	70
WHEN PREMIUMS ARE PAID DIRECTLY TO US.....	70
CLAIM INFORMATION .....	71
NOTICE OF CLAIM .....	71
SUBMIT A CLAIM .....	71
PROOF .....	71
TIME LIMITS FOR PROOF .....	71
CLAIM REVIEW AND PAYMENT.....	72
PAYMENT OF FUNERAL EXPENSES .....	72
INTEREST ON DEATH BENEFITS .....	72
PHYSICAL EXAMINATION AND AUTOPSY.....	72
UNPAID PREMIUM DUE .....	73
REFUND OF UNEARNED PREMIUM.....	73
OVERPAYMENT OF A CLAIM .....	73
CLAIMS OF CREDITORS .....	73
AUTHORITY .....	73

## SCHEDULE OF BENEFITS

GENERAL PLAN INFORMATION	
<b>POLICYHOLDER:</b>	Activision Blizzard
<b>POLICY NUMBER:</b>	GLD0001033
<b>POLICY EFFECTIVE DATE:</b>	January 1, 2023
<b>POLICY ANNIVERSARY DATE:</b>	January 1, 2024, and each following January 1 <sup>st</sup> .
<b>CERTIFICATE EFFECTIVE DATE:</b>	January 1, 2024
<b>ELIGIBLE CLASS:</b> All persons in the following classes are eligible for Employee coverage:  <b>Class 1:</b> All active, full-time employees of Activision Blizzard (and any of its subsidiaries and other affiliates) on the US payroll working 30 or more hours per week, excluding all other employees classified as Executives. <b>Class 2:</b> All active, full-time employees of Activision Blizzard (and any of its subsidiaries and other affiliates) on the US payroll working 30 or more hours per week, classified as Executives.  Minimum Hours Requirement: 30 hours per week.	
<b>WAITING PERIOD:</b> None	

### LIFE AND AD&D INSURANCE BENEFITS

This schedule shows the benefits that are available under the certificate. You and Your Dependents are only covered for insurance:

- for which You become and remain eligible;
- which You elect, if subject to election;
- which is in effect at the time of a loss; and
- adjusted for any age or retirement reductions.

You are eligible for Dependent insurance only while You have a Dependent who qualifies.

EMPLOYEE LIFE INSURANCE	
	BENEFIT AMOUNTS
<b>BASIC LIFE INSURANCE (Non- Contributory)</b>	
Life Insurance Benefit Amount	Class 1: 2x Base Annual Earnings Class 2: 3x Base Annual Earnings
Maximum Amount	Class 1: The lesser of 2 x Annual Earnings or \$1,000,000 Class 2: The lesser of 3 x Annual Earnings or \$1,000,000
Guarantee Issue Amount	Class 1: The lesser of 2 x Annual Earnings or \$1,000,000 Class 2: The lesser of 3 x Annual Earnings or \$1,000,000
Rounding Method	All amounts are rounded to the next higher multiple of \$1,000 if not already an exact multiple thereof. Annual earnings are determined by your employer.
<b>SUPPLEMENTAL LIFE INSURANCE (Contributory)</b>	
Life Insurance Benefit Amount	Class 1 & 2: 1-5x Annual Earnings
Maximum Amount	Class 1 & 2: The lesser of 5 x Annual Earnings or \$1,000,000
Minimum Amount	Class 1 & 2: \$10,000

Supplemental Guarantee Issue Amount	Class 1 & 2: The lesser of 3 x Annual Earnings or \$250,000
Rounding Method	All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof. Annual earnings are determined by your employer.
<b>ACCELERATED BENEFIT OPTION</b> ABO Minimum  ABO Maximum	\$5,000  80% of Your Life Amount in effect to a maximum of \$500,000
<b>PORTABLE ELIGIBLE LIFE INSURANCE</b>	
Basic and Supplemental Life Insurance Amounts Combined	The lesser of 5x Your Annual Earnings or \$2,000,000 from all Our Group Life Plans Combined.
<b>DEPENDENT LIFE INSURANCE</b>	
	<b>BENEFIT AMOUNT</b>
<b>SPOUSE OR DOMESTIC PARTNER</b>	
<b>SUPPLEMENTAL LIFE INSURANCE* (Contributory)</b>	
Life Insurance Benefit Amount	Units of \$1,000 from \$1,000 to \$30,000 Units of \$5,000 from \$30,000 to \$150,000 Units of \$50,000 from \$150,000 to \$500,000
Maximum Amount	The lesser of \$500,000 or 100% of the employee's amount.
Minimum Amount	\$1,000
Guaranteed Issue Amount	\$25,000
*A Spouse's Supplemental Life amount is limited to a maximum of 100% of the amount You elect for Supplemental Life Insurance.	
<b>ACCELERATED BENEFIT OPTION</b> ABO Minimum  ABO Maximum	\$5,000  80% of the Spouse Life Amount in effect to a maximum of \$500,000
<b>SPOUSE PORTABLE ELIGIBLE LIFE INSURANCE</b>	
Supplemental Life Insurance Amount	The lesser of 50% of the amount of Life insurance terminated or \$500,000.

DEPENDENT LIFE INSURANCE (Continued)	
	<b>BENEFIT AMOUNT</b>
<b>CHILD</b>	Live Birth to age 26
<b>SUPPLEMENTAL LIFE INSURANCE* (Contributory)</b>	
Live birth to age 26	\$2,000, \$5,000, \$10,000 or \$25,000
Maximum Amount	\$25,000
Minimum Amount	\$2,000
Guarantee Issue Amount	\$25,000
<b>CHILD PORTABLE ELIGIBLE LIFE INSURANCE</b>	
Supplemental Life Insurance Amount	The lesser of 50% of the amount of all Life insurance terminated or \$25,000



## LIFE INSURANCE AGE AND RETIREMENT BENEFIT REDUCTION RULES

The age reduction rule will reduce Basic and Supplemental Life and AD&D Supplemental insurance in effect if You or Your Spouse become insured at certain ages or have reached certain ages while insured under this plan. The age reduction will apply to any payable benefit if not already reduced. An age reduction may reduce Your and Your Spouse's life or AD&D insurance benefit below the Minimum Amount. Such a reduction will reduce coverage but will not terminate coverage.

The reduced benefit amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

After a reduction occurs, there will be no further increases in Your amount of Life or Accidental Death and Dismemberment insurance.

### AGE REDUCTIONS

Employee:	<b>Benefits Will Reduced By:</b> 35% at age 65 55% at age 70 70% at age 75 80% at age 80
Spouse:	Your Spouse's Life benefits in effect will reduce by the same percentage or amount as your life insurance reduces. After a reduction occurs, there will be no further increases in the amount of your spouse's or domestic partner's age life insurance. The age reduction for your spouse or domestic partner is based on the spouse's or domestic partner's age, not the employee's age.

## EXCEPTIONS TO THE END OF INSURANCE

(Class 1 & 2)

CONTINUATION LEAVE	CONTINUATION PERIOD
Sickness or Injury:	12 months from the start of your absence
Leave of Absence:	3 months from the start of your absence
Other Authorized Leave:	3 months from the start of your absence
Temporary Layoff:	3 months
Sabbatical:	3 months from the start of your absence
Family and Medical Leave:	Per FMLA Guidelines
Military Leave:	Per USERRA Guidelines

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

EMPLOYEE AD&D BENEFITS	
BENEFITS	BENEFIT AMOUNT
24 hour	
<b>BASIC (Non- Contributory)</b>	
<b>PRINCIPAL SUM</b>	Class 1-2: 2x Base Annual Earnings
Maximum Amount	\$1,000,000
Minimum Amount	\$10,000
Rounding Method	Up to the next higher \$1,000 if not an exact multiple thereof
<b>SUPPLEMENTAL (Contributory)</b>	
<b>PRINCIPAL SUM</b>	Class 1 & Class 2: 1-10x Base Annual Earnings
Maximum Amount	\$500,000
Minimum Amount	\$10,000
Rounding Method	Up to the next higher \$1,000 if not an exact multiple thereof

DEPENDENT AD&D BENEFITS	
SPOUSE/CHILD(REN)	
SUPPLEMENTAL PLAN (Contributory)	
AD&D PRINCIPAL SUM	<b>Spouse Only:</b> 50% of Your AD&D Insurance in effect <b>Spouse &amp; Child(ren):</b> Spouse 40% of Your AD&D Insurance in effect, Children 10% of Your AD&D Insurance in effect. <b>Child(ren) Only:</b> 15% of Your AD&D Insurance amount in effect
MAXIMUM AMOUNT	\$250,000 for Spouse \$50,000 for Child

ADDITIONAL AD&D BENEFITS	BENEFIT AMOUNT
<b>Employee: Basic (Non- Contributory)</b> <b>Supplemental (Contributory)</b>	
<b>Spouse: Supplemental (Contributory)</b> <b>Child Supplemental (Contributory)</b>	
<b>Carjacking Benefit</b> Employee Spouse Child	The lesser of: <ul style="list-style-type: none"> <li>• 10% of the Principal Sum; or</li> <li>• \$10,000</li> </ul>
<b>Child Care Program Benefit</b> Employee Spouse	For each Child that qualifies: The lesser of: <ul style="list-style-type: none"> <li>• the actual cost of the Child Care Program;</li> <li>• 5% of the Insured Person's Principal Sum; or</li> <li>• \$5,000</li> </ul> Maximum Benefit Period 4 years Maximum Age: To age 13 Lifetime Maximum: \$20,000
<b>Child Tuition Benefit</b> Employee Spouse	The Annual Maximum Amount payable for an academic year per eligible Child will be the lesser of: <ul style="list-style-type: none"> <li>• the actual cost of the higher education;</li> <li>• 5% of the Insured Person's Principal Sum; or</li> <li>• \$5,000</li> </ul> Maximum Benefit Period 4 years Lifetime Maximum: \$20,000
<b>Coma Benefit</b> Employee Spouse Child	1% per month of the Insured Person's Principal Sum, beginning on the 31st day of the Coma, for the duration of the Coma, not to exceed the Monthly Benefit Period. Any remaining Principal Sum will be paid at the end of the Monthly Benefit Period if the Insured Person remains in a Coma.  Monthly Benefit Period: 12 months.
<b>Common Disaster Benefit</b> Employee Spouse	The maximum amount payable is the lesser of: <ul style="list-style-type: none"> <li>• 100% of Your Principal Sum or</li> <li>• \$1,000,000</li> </ul>

<b>Felonious Assault Benefit</b> Employee Spouse	An additional 5% of the amount payable for your Covered Loss.
<b>Hearing Aid or Prosthetic Device Benefit</b> Employee Spouse	<p>The lesser of:</p> <ul style="list-style-type: none"> <li>• the cost of the device;</li> <li>• 10% of the Insured Person's Principal Sum; or</li> <li>• \$10,000</li> </ul> <p>The amount payable under this Hearing Aid or Prosthetic Device Benefit, in combination with payment for any Covered Loss sustained by an Insured Person from any one Accident, will not exceed the Principal Sum.</p>

<b>Home Alteration and Vehicle Modification Benefit included</b> Employee Spouse	The maximum amount payable will be the lesser of: <ul style="list-style-type: none"> <li>• The actual cost of the home alteration or vehicle modification;</li> <li>• 10% of the Insured Person's Principal sum; or</li> </ul> \$25,000
<b>Medical Evacuation Expense Benefit</b> Employee Spouse	The maximum amount payable will be the lesser of: <ul style="list-style-type: none"> <li>• Incurred costs for transport to a Hospital, Health Facility or Institution and related medical care;</li> <li>• 5% of the Principal Sum; or</li> <li>• \$5,000</li> </ul> <p>The amount payable under this Medical Evacuation Expense Benefit, in combination with payment for any Covered Loss sustained by an Insured Person from any one Accident, will not exceed the Principal Sum.</p>
<b>Rehabilitation Physical Therapy Benefit</b> Employee Spouse Child	The maximum amount payable is the lesser of: <ul style="list-style-type: none"> <li>• Actual Charges incurred for Rehabilitative Physical Therapy;</li> <li>• \$15,000; or</li> <li>• 10% of Insured Person's Principal Sum</li> </ul>
<b>Repatriation of Remains Benefit</b> Employee Spouse Child	The Repatriation Benefit payable is the lesser of: <ul style="list-style-type: none"> <li>• the expense incurred for preparation of the body for burial or cremation and transportation of the body to the place of burial or cremation; or</li> <li>• Maximum: \$5,000</li> </ul> <p>Minimum Miles: 100</p>
<b>Seat Belt Use Benefit</b> Employee Spouse Child	The lesser of: <ul style="list-style-type: none"> <li>• 10% of the Insured Person's Principal Sum; or</li> <li>• \$25,000</li> </ul>
<b>Air Bag Benefit</b> Employee Spouse Child	The lesser of: <ul style="list-style-type: none"> <li>• 5% of the Insured Person's Principal Sum; or</li> <li>• \$10,000</li> </ul>
<b>Spouse Tuition Benefit</b> Employee Only	The Annual Maximum Amount payable for an academic year will be the lesser of: <ul style="list-style-type: none"> <li>• the actual cost of professional or trade training;</li> <li>• 5% of the Insured's Principal Sum; or</li> <li>• \$10,000.</li> </ul>

<b>Therapeutic Counseling Benefit</b>  Employee Spouse Child	The maximum amount payable will be the lesser of; <ul style="list-style-type: none"><li>• the actual cost of the therapeutic counseling; or</li><li>• \$3,000.</li></ul>
--	--

## DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below.

Unless defined differently within a particular provision, the terms "You" and "Your" mean the insured Employee. The terms "We", "Our", and "Us", mean Continental American Insurance Company. Other defined terms will appear in the certificate with their initial letters capitalized. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work, Active Work or Active Employment** means You are currently performing in the usual manner all of the usual and customary duties of Your job on a Full-Time basis on a day that is one of Your scheduled work days for wage or profit. This performance of duties must be done at:

- your usual place of employment;
- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Actively at Work or Active Work does not include situations when a person is not at work due to Sickness, injury, leave of absence (whether approved or unapproved), strike or layoff whether or not the person's employment status has changed.

**AD&D Insurance** means Basic and Supplemental accidental death and dismemberment insurance, if any, included under the Policy.

**Beneficiary** means the person(s) or entity to whom We will pay the insurance proceeds in accordance with the provisions of this certificate.

**CAIC** means Continental American Insurance Company.

**Certificateholder** means an Employee who is eligible for benefits provided by the Policy, who has received a Certificate, and for whom premium has been paid. Unless otherwise specified, the Certificateholder is entitled to exercise the rights and benefits granted under the Certificates attached to the policy.

**Child** and **Children** mean the following:

- your biological/natural child;
- your adopted child or a child from the date of placement in Your home pending adoption;
- your stepchild (this includes a child of a Civil Union, or Domestic Partner or marriage) if living in Your home;
- a child living in Your home for whom You are the court appointed legal guardian;
- your adult child or stepchild to age 26;
- a child dependent on You for financial support and reported as a dependent on Your federal tax return; and
- a child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon You for support and maintenance or institutionalized because of mental or physical handicap.

And such Child, in each case, is:

- for life insurance is born alive and under age 26;
- for AD&D insurance under age born alive and under age 26;
- unmarried and not in a legally-sanctioned Civil Union or Domestic Partner relationship as recognized by applicable state law in the state where the policy is delivered or issued for delivery;
- primarily dependent on You for support and maintenance;
- not employed on a full-time basis;
- residing with You; and
- eligible to be claimed by You or Your Spouse for federal income tax purposes.



The term Child also includes any other person who is required to be treated as a Child for purposes of insurance under the Civil Union, Domestic Partnership, marriage or other family or domestic relations laws of the state of insert name of the Policy's situs state or, the state in which You resided on the day the certificate was issued.

For the purposes of determining whether a Child may become an Insured Person, the term Child does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard;
- is insured under the Policy in any other capacity such as an Employee;
- has established his or her legal residence outside the United States, its territories or possessions, or Canada; or
- is insured pursuant to the exercise of any conversion right.

**Civil Union** means a Civil Union established according to applicable law.

**Contribution** means any amount the Policyholder may require You to pay toward the total Premium that We charge for the insurance provided by the Policy.

**Contributory Insurance Supplemental Insurance** means any insurance for which the Policyholder requires a Certificateholder to pay any part of the premium. The maximum amount that a Certificateholder may be required to contribute to the cost of his or her insurance may not exceed the premium charged for such insurance.

**Death Benefit** - The life insurance amount payable upon an Insured Person's death.

**Dependent** means Your insured Spouse or Your Child(ren).

**Domestic Partner** means each of two people, one who is an Employee of the Policyholder who:

- have registered as each other's Domestic Partner, Civil Union partner or reciprocal Beneficiary with a government agency where such registration is available; or
- are the same or an opposite sex; and
- have a mutually dependent relationship so that each person has an insurable interest in the life of the other, and all of the following requirements have been met:
- have shared a primary residence and shared financial assets and obligations with each other for at least 6 -24 consecutive months immediately preceding the Effective Date of coverage;
- are not related by blood in a manner that would prohibit a legal marriage in the jurisdiction where You both reside;
- are both at least 18 years of age; and
- are not married to anyone else, or has any other Domestic Partner, or Civil Union partner.

You may be required to provide Proof of the relationship in the form of a Signed and completed certification affidavit declaration.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

**Earnings** means Your regular hourly wages (but not for more than 40 hours a week), not including: commissions; bonuses; overtime pay, or any other pay or fringe benefits.

We will determine Your Earnings based on the terms above for Your compensation in effect on Your last full day of Active Work.

**Eligibility Date** means the date a person becomes eligible for insurance under the Policy.

**Employee** means a person defined as such by the Policyholder:

- the Employees of one or more subsidiary corporations named in the policy;

- the Employees and partners of one or more affiliated corporations, proprietorships or partnerships if the business of the Employer and of the affiliated corporations or partnerships is under common control and named in the policy;

Employee excludes in any case, part-time Employees, temporary Employees and Employees who work for the Employer less than the number of hours per week indicated in the *SCHEDULE OF BENEFITS*.

This term does not include Employees who normally work less than 30 hours a week for the Employer.

**Employer** means the entity that has been approved by Us for coverage under the policy issued to the Policyholder, which includes any division, subsidiary, or affiliated company named in the policy.

**Evidence of Insurability** is information about a person's medical history and any other information about an applicant's insurability that We may reasonably require. We will use this information to determine if Your requests for coverage or increases in coverage will become effective. Information may include questionnaires, physical exams, or Written documentation as required by Us. Evidence of Insurability will be provided at Our expense. Evidence of Insurability is not required for Non-Contributory Insurance.

**Guaranteed Issue Amount** means the amount of insurance that will be issued to an Insured Person without Evidence of Insurability. The Guaranteed Issue Amount for an Insured Person's life insurance is shown in the SCHEDULE OF BENEFITS. For amounts in excess of the Guaranteed Issue Amount, Evidence of Insurability satisfactory to Us must be provided at the Insured Person's expense.

**Hospital** means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care; or (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

**Hospital Confined, Hospital Stay, or Confined to a Hospital** means a stay of 24-120 or more consecutive hours as a registered resident bed-patient in a Hospital. Separate Hospital Stays due to the same Covered Loss will be treated as one Hospital Stay unless separated by at least 30 - 180 days.

**Hospitalized** means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
  - a hospice facility;
  - an intermediate care facility; or
  - a long term care facility; or
- receipt of the following treatment, wherever performed:
  - chemotherapy;
  - radiation therapy; or
  - dialysis.

**Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: Spouse, Domestic Partner / Civil Union Partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally adopted, stepchild, foster child, or Domestic Partner's/Civil Union Partner's child, aunt, uncle, niece, nephew, or grandchild.

**Institution of Higher Learning** means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, community college or trade school.

**Insured** means an Employee who is eligible for benefits provided by the Policy, who has received a Certificate, and for whom premium has been paid. Unless otherwise specified, an Insured is entitled to exercise the rights and benefits granted under this certificate.

**Insured Person** means You and an insured Dependent whose life or person is the subject of insurance under this certificate.

**Insured Spouse** means Your Spouse or Domestic Partner/Civil Union partner, as defined in this section and for whom premium is paid while covered under the Policy.

**Non-contributory Insurance** means any insurance for which You are not required to pay except and to the extent as may be necessary for the Policyholder to comply with applicable tax law.

**Physician** means a licensed M.D. or D.O who is:

- a person performing tasks that are within the limits of his or her medical license; and a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery in the jurisdiction where such services are performed; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction; and
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Policy. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

We will not recognize You, or Your Immediate Family Member as a Physician for a claim that You send to Us.

**Policy** means the group insurance policy issued by Us to the Policyholder and identified by the Policy Number.

**Policy Anniversary** means the specified period of time (such as one year) following the effective date of the policy and each subsequent period. The Policy Anniversary is also the renewal date of the Policy.

**Policyholder** means the Employer entity to whom the Policy is issued.

**Premium** means the amount that must be paid to Us for the insurance provided under the Policy.

**Prior Plan** means a group term life insurance plan sponsored by the Policyholder which was in effect on the day before the Policy Effective Date of the Policy and which is replaced by the Policy. However, if You enter an eligible class because Your former employer was purchased by the Policyholder or because You were transferred to work for the Policyholder as part of an asset purchase, Prior Plan includes Your former employer's group life insurance plan, if any, in effect on the day before You entered the eligible class.

**Prior Plan** means the plan of insurance providing similar benefits sponsored by the Policyholder in effect directly prior to the Policy Effective Date with Us.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for eligibility for any benefit described in this certificate. When a claim is made for any benefit described in this certificate. Proof must establish:

- the nature and extent of the loss or condition;
- our obligation to pay the claim; and
- the claimant's right to receive payment.

**Regular Occupation** means the occupation You are routinely performing when Your disability begins.

**Sickness** means an illness, disease or physical condition. Total Disability resulting from a Sickness must begin while You are covered under the policy.

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

**Spouse** means a person to whom You are legally married. The term Spouse also includes any other person who is required to be treated as Your Spouse for purposes of insurance under the Civil Union, Domestic Partnership, marriage or other family or domestic relations laws, including case law of the Policy's situs state or the state in which You resided on the day this certificate was issued.

For the purposes of determining whether a Spouse is an Insured Person, the term Spouse does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard;
- you have divorced, or from whom You have terminated a Domestic Partner or Civil Union relationship;
- legally resides outside the United States, its territories, or possessions, or Canada; or
- is insured under the Policy as an Employee.

**We, Us and Our** (with or without initial capital letters), means Continental American Insurance Company, and in connection with the making of all benefit determinations under the plan means Continental American Insurance Company, acting directly or through their agents and delegates.

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

**You, Your** (with or without initial capital letters) means the Certificateholder:

- who is a member of an eligible class;
- who is eligible for benefits;
- for whom premium has been paid while covered under the Policy; and
- who has received a certificate.

## ELIGIBILITY AND ENROLLMENT

### INSURANCE ON YOU

#### Eligible Classes

You may only become eligible for the insurance available if You are a member of an eligible class shown in the *SCHEDULE OF BENEFITS*.

You may only become eligible for the insurance available if You are a member of the eligible class shown below.

**Class 1:** All active, full-time employees of Activision Blizzard on the US payroll working 30 or more hours per week, excluding all other employees classified as Executives.

**Class 2:** All active, full-time employees of Activision Blizzard on the US payroll working 30 or more hours per week, classified as Executives.

#### Date You Are Eligible For Insurance

You will be eligible for such insurance on the later of:

- the Policy effective date;
- Your date of hire;
- the date You enter an eligible class; or
- the day after You complete the required Waiting Period, if any.

**Waiting Period** means the continuous period of time that You must be a member in an eligible class before You are eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the Waiting Period that applies to such insurance. The Waiting Period is shown on the *SCHEDULE OF BENEFITS* for each eligible class.

#### Enrollment

Newly eligible persons may be enrolled for insurance under the Policy up to 31 days following a person's Eligibility Date, or during an enrollment period. This is Your eligibility period. If You are required to enroll for insurance, You will need to enroll within this eligibility period.

In addition, You must give evidence of Your insurability satisfactory to Us if You are required to do so under the section entitled *EVIDENCE OF INSURABILITY*. If You enroll for Contributory Insurance, You must also give Written permission to deduct premiums from Your pay for such insurance.

Eligible persons may enroll as follows:

#### Non-Contributory Life Insurance

For Non-Contributory life insurance You do not contribute toward the cost. The Policyholder will automatically enroll You and any eligible Dependents for the amount of Non-Contributory insurance for which You are eligible shown on the *SCHEDULE OF BENEFITS*.

#### Contributory Life Insurance

For Contributory Employee and and Dependent life insurance You must contribute toward the cost. You may enroll by completing the enrollment process as instructed by the Policyholder. The Policyholder will provide the forms needed to enroll.

If You do not enroll for Contributory Life Insurance or You declined coverage during Your eligibility period, You may apply for coverage:

- at the next enrollment period or
- after a Life Status Change.

You must give evidence of Your insurability satisfactory to Us if You are required to do so under the section entitled *EVIDENCE OF INSURABILITY*.

Evidence of Insurability is required for any amount of coverage and subject to Our approval.

### **Effective Date of Your Insurance**

Your insurance will become effective as determined in this section if You are Actively At Work on the date coverage would take effect. If You are not Actively At Work on the date coverage is to take effect, Your effective date of coverage will be determined in the section below entitled *DEFERRED EFFECTIVE DATE*.

Coverage for eligible persons insured under the Prior Plan will be effective on the Policy's Effective Date.

For persons who were not insured under the Prior Plan, and all new or newly eligible persons, coverage under the Policy will become effective on the latest of the following dates:

### **RULES FOR NON-CONTRIBUTORY INSURANCE**

Non-Contributory Insurance will become effective the later of:

- the Policy Effective Date;
- the date You become eligible for insurance for any amount of insurance that does not require Evidence of Insurability, if You are Actively At Work on that date; or

### **RULES FOR CONTRIBUTORY INSURANCE**

Contributory Insurance will become effective the later of:

- the date You become eligible for insurance for any amount of insurance that does not require Evidence of Insurability, if You apply on or before that date;
- the first day of the month following the date You apply for insurance for any amount of insurance that does not require Evidence of Insurability, if You apply within 31 days after Your Eligibility Date;
- the date for which the first premium for Your coverage is paid;
- the Policy Effective Date;
- the date the enrollment period ends **-or-** date the next plan year begins following the date You apply, if You apply during the enrollment period as defined by the Policyholder; or
- the first day of the month following the date We state In Writing that Your Evidence of Insurability been approved for any amount of insurance that requires You to give Evidence of Insurability.

### **Deferred Effective Date**

Unless otherwise stated in the section entitled *CONTINUITY OF COVERAGE*, If You are not Actively At Work on the day before:

- the Policy Effective Date;
- the scheduled Effective Date of Your insurance; or
- an increase in Your insurance.

Your insurance, or an increase, will not become effective until the day after You complete 1 full day of Active Work as a member of an eligible class.

## INSURANCE FOR DEPENDENTS

### Date You Are Eligible for Dependent Insurance

You may only become eligible for the Dependent insurance shown as available to Your eligible class in the *SCHEDULE OF BENEFITS*.

You will be eligible for Dependent insurance on the latest of:

- the date Your coverage under the Policy begins; or
- the date You first obtain a Dependent.

In order for Your Dependent's coverage to begin, You must be Actively At Work.

For Basic Dependent life and Accidental Death and Dismemberment Insurance You do not contribute toward the cost.

Your Supplemental Dependent's coverage is subject to payment of full premium when due.

The following rules apply to Dependent coverage:

- you may not cover Your Spouse as a Dependent even if Your Spouse is enrolled for coverage as an Employee;
- no person may be insured as a Dependent of more than one Employee of the Policyholder;
- no Child may be insured as a Dependent of more than one Insured Person; or
- no Child may be insured as an Employee and as a Dependent of an Employee.

### Dependent Enrollment

If You become eligible for Dependent insurance, You may enroll for such insurance by providing the Plan Administrator the Policyholder with the information required for each Dependent to be insured.

Newly eligible Dependents may be enrolled for insurance under the Policy up to 30 days following a Dependent's Eligibility Date. This is Your Dependent's eligibility period. If Your Dependent is required to enroll for insurance, You will need to enroll the Dependent within this eligibility period.

In addition, Your Dependent must give Evidence of Insurability satisfactory to Us if required to do so under the section entitled *EVIDENCE OF INSURABILITY*. To enroll for Supplemental Insurance, You must also give Written permission to deduct premiums from Your pay for such insurance.

You can apply for Dependent coverage during an Annual Enrollment Period, or within 31 days of a Life Status Change. Your Dependent must give Evidence of Insurability satisfactory to Us if required to do so under the section entitled *EVIDENCE OF INSURABILITY*.

If You do not enroll for Dependent Supplemental Life Insurance or You declined Dependent coverage during Your or Your Dependent's eligibility period, You may apply for coverage:

- at the next Annual Enrollment Period; or
- after a Life Status Change.

You must give evidence of Your Dependent's insurability satisfactory to Us if required to do so under the section entitled *EVIDENCE OF INSURABILITY*.

Evidence of insurability is required for any amount of coverage and subject to Our approval.

### Effective Date of Dependent Insurance

Subject to the requirements of the section below entitled *DEFERRED EFFECTIVE DATE FOR A DEPENDENT*, Your insurance will become effective as determined in this section if You are Actively At Work on the date coverage would take effect. If You are not Actively At Work on the date coverage is to take effect, Your Dependent's effective date of coverage will be determined in the section below entitled *DEFERRED EFFECTIVE DATE FOR A DEPENDENT*.

Insurance will become effective for a Dependent the later of:

- your Effective Date of insurance;
- the date Your Dependent is eligible for coverage, if You apply for insurance on or before that date;
- the date You apply for Dependent insurance, if You apply within 31 days after Your Dependent's Eligibility Date; or

### **Adding Coverage for A New Child**

In the event Dependent Life Insurance is not in effect at the time You acquire a newborn or adopted Child, that Child is automatically insured for 31 days from the moment of live birth or placement for the amount shown in the Child Life Insurance Benefit section of the *SCHEDULE OF BENEFITS*.

However, You must enroll and remit premium back to the date of birth or placement within 30 days for the Child's Life Insurance to continue. If the new Child is not enrolled within this period, coverage for the new Child will terminate. If You chose to re-enroll the Child, You may apply in accordance with the above provision entitled *DEPENDENT ENROLLMENT PROCESS*. Evidence of Insurability will not be required.

Once You have enrolled one Child for Dependent insurance, each succeeding Child will automatically be insured for such insurance on the date such Child qualifies as a Dependent.

### **Deferred Effective Date for A Dependent ACTIVE-AT-WORK PROVISION**

If You do not meet the Active Work requirement on Your Dependent's Effective Date, or on the Effective Date of a benefit increase, the Effective Date of Your Dependent's insurance or an increase will be deferred. Deferred insurance will take effect on the day after You complete one full day of return to Active Work.

### **DEFERRED EFFECTIVE DATE IF A DEPENDENT IS DISABLED OR CONFINED**

Insurance scheduled to take effect, or an increase scheduled to take effect, will not become effective if on the day before the scheduled Effective Date the Dependent is:

- confined at home under a Physician's care;
- receiving or applying to receive disability benefits from any source; or
- hospitalized.

Dependent insurance or an increase in such insurance will take effect on the date the Dependent is no longer:

- confined at home under a Physician's or other health care provider's care;
- receiving or applying to receive disability benefits; or
- hospitalized.

**Confined** means the individual is unable to perform, unaided, two or more Activities of Daily Living, or leave home or other place of residence without assistance.

This section will not apply to a newborn or newly adopted Child while Dependent coverage is in effect, or a disabled Child.

### **EVIDENCE OF INSURABILITY**

We will pay the cost of providing the Evidence of Insurability.

Evidence of Insurability is not required for a Child.

We require Evidence of Insurability satisfactory to Us as follows:

1. If You make a late request for Supplemental Life Insurance. A late request is one made more than 31 days after You become eligible.

If You do not give Us evidence of Your insurability, or if such Evidence of Insurability is not approved by Us, You



will not be covered under the plan.

2. If you are electing Supplemental Life Insurance when newly eligible for an amount greater than the Guaranteed Issue Amount as shown in the *SCHEDULE OF BENEFITS*.

If You do not give Us Evidence of Insurability, or if such Evidence of Insurability is not approved by Us, the amount of Your Supplemental Life Insurance will be limited to the Guaranteed Issue Amount.

3. In order to become covered for an amount of Supplemental Life Insurance greater than the Guaranteed Issue Amount as shown in the *SCHEDULE OF BENEFITS*.

If You do not give Us Evidence of Insurability, or if such Evidence of Insurability is not approved by Us, the amount of Your Supplemental Life Insurance will be limited to the Guaranteed Issue Amount.

4. If You make a request to increase the amount of Your Supplemental Life Insurance above the Guaranteed Issue Amount.

If You do not give Us Evidence of Insurability or the Evidence of Insurability is not approved by Us, the amount of Your life insurance will not be increased.

5. If you voluntarily terminated your coverage and are reapplying.

If you do not give us Evidence of Insurability or the Evidence of Insurability is not approved by us, your Contributory Life Insurance will not be reinstated.

6. If you were previously declined coverage to become insured under any plan the Policyholder has with us based on your Evidence of Insurability.

If you do not give us Evidence of Insurability or the Evidence of Insurability is not approved by us, your request for coverage will be denied.

7. If You make a late request for Your Spouse. A late request is one made more than 31 days after You become eligible.

If You do not give Us Evidence of Insurability or the Evidence of Insurability is not accepted by Us as satisfactory, You will not be covered under the plan.

8. If you are electing Supplemental Life Insurance for Your Spouse when newly eligible for an amount greater than the Guaranteed Issue Amount as shown in the *SCHEDULE OF BENEFITS*.

If Your Spouse does not give Us Evidence of Insurability, or if such Evidence of Insurability is not approved by Us, the amount of Your Supplemental Life Insurance will be limited to the Guaranteed Issue Amount.

9. In order to become covered for an amount of Contributory life insurance for Your Spouse greater than the Guaranteed Issue Amount for Your Spouse as shown in the *SCHEDULE OF BENEFITS*.

If You do not give Us Evidence of Insurability for Your Spouse, or if such Evidence of Insurability is not approved by Us, the amount of life insurance for Your Spouse will be limited to the Guaranteed Issue Amount for Your Spouse.

10. If You make a request to increase the amount of life insurance for Your Spouse.

If You do not give Us Evidence of Insurability or the Evidence of Insurability is not approved by Us, the amount of life insurance for Your Spouse will not be increased.

11. If You were previously declined coverage to become insured under any plan the Policyholder has with Us based on Your Evidence of Insurability.

If You do not give Us Evidence of Insurability or the Evidence of Insurability is not approved by Us, Your request for coverage will be denied.

## LIMITS ON LIFE INSURANCE INCREASES

1. After the initial enrollment period, Employees and Spouses who are already enrolled in Supplemental Life will be able to increase by one increment, without Evidence of Insurability, subject to the Guarantee Issue Amount.
2. Any Employees and Spouses who did not enroll for Supplemental Insurance during your initial eligibility period may enroll without Evidence of Insurability during a subsequent enrollment period for one increment up to the Guarantee Issue Amount, excluding those Employees whose Evidence of Insurability was previously disapproved.

If you are not approved for the increase in your coverage, you will automatically remain at the same level you had prior to applying for the increase.

## EFFECTIVE DATE OF CHANGES

If a change results in a decrease in the amount of Your insurance, the decrease will take effect on the date of the change.

If a change results in an increase in the amount of Your insurance and You are required to give evidence of Your insurability satisfactory to Us for such increase as stated in the section entitled EVIDENCE OF INSURABILITY, You must give Us such evidence. If We approve the increase, it will take effect on the date We state In Writing, if You are Active At Work in an eligible class on such date. If You are not Active At Work in an eligible class on such date, the increase will take effect on the date You resume Active Work.

If a change results in an increase in the amount of Your insurance and You **are not required** to give evidence of Your insurability satisfactory to Us for such increase, You must be Active At Work in an eligible class on the date the increase is to take effect. If You are not Active At Work in an eligible class on such date, the increase will take effect on the date You resume Active Work.

Changes You make during an annual enrollment period will become effective on the later of:

- the next Policy Anniversary date for any amount of insurance that is not subject to Evidence of Insurability requirements; or
- the first of the month coincident with or next following the date We approve Evidence of Insurability for any amount of insurance that is subject to Evidence of Insurability.

## LIFE STATUS CHANGES

You may elect to enroll for Supplemental insurance or change insurance within 31 days after You have a Life Status Change. A Life Status Change is an event that qualifies You to make changes in benefit selections at a time other than an enrollment period. Life Status Changes include:

- marriage, Civil Union, or Domestic Partnership;
- divorce, annulment, or legal separation;
- dissolution of a Civil Union or a Domestic Partnership agreement;
- birth or adoption of a Child, or becoming a legal guardian of a Child;
- death of a Spouse;
- termination of a spouse's employment;
- the death or emancipation of a Child;
- a change in the benefit plan available to Your Spouse;
- a change in Your or a Spouse's employment status that affects either person's eligibility for benefits; or

- a change in classification from part-time to full-time, or from full-time to part-time.

A change in insurance due to a Life Status Change will be effective the latest of:

- the date of the change in status, if You apply on or before that date;
- the date You apply, if You apply within the eligibility period; or
- the date We state In Writing that We approved any required Evidence Of Insurability.

You must be Actively At Work on the date a Life Status Change becomes effective. If You are not Actively At Work on the date insurance would become effective, the *DEFERRED EFFECTIVE DATE* provisions will apply.

If You reside in a state different from the Governing Jurisdiction of the policy, the certificate, if required, will comply with the applicable Civil Union, Domestic Partnership, marriage or other family or domestic relations law of the state in which You reside.

### **CONTINUITY OF COVERAGE** **(Transferred Coverage from a Prior Plan)**

This provision provides continuity of coverage when You are not Actively At Work when the Policyholder transfers prior group insurance to Our plan, or by an employer which has merged with or otherwise combined with the Policyholder. If Your coverage under Our plan replaces any prior coverage that You had, the following rules apply:

**Prior Plan** means the group life insurance policy provided to You by the Policyholder on the day before the Policy Effective Date of this plan as shown on the *SCHEDULE OF BENEFITS*.

#### **ACTIVELY AT WORK ON THE POLICY'S EFFECTIVE DATE**

You and Your eligible Dependents will be covered under Our plan on the Policy's Effective date for an amount of life insurance and accidental death and dismemberment insurance as described in the *SCHEDULE OF BENEFITS* for Your eligible class if:

- you and Your Dependents were insured under the Prior Plan on the day before the Policy's Effective Date; and
- you are Actively at Work in an eligible class on the Policy's Effective Date.

#### **NOT ACTIVELY-AT WORK ON THE POLICY'S EFFECTIVE DATE**

If You and Your Dependents were insured under the Prior Plan on the day before Our Policy Effective Date and You and Your Dependents would be eligible for coverage on the Policy's Effective Date, except that You are not Actively at Work due to Sickness or Injury, You and any eligible Dependents will be considered to be insured under Our plan on the Policy's Effective Date for the amount of insurance called Transfer Coverage.

**Transfer Coverage** means You and any eligible Dependent will be covered for the lesser of:

- the amount of life insurance and AD&D insurance in effect under the Prior Plan; or
- the amount of life insurance and AD&D insurance You elect or the Policyholder provides under Our Policy for Your eligible class, reduced by:
  - a) any coverage amount remaining in effect, or any benefit paid or payable under the Prior Plan; or
  - b) any coverage that would have been in effect, or benefit that would have been payable, under the terms of the Prior Plan had the Prior Plan remained in force.

#### **DISABLED DEPENDENT ON THE POLICY EFFECTIVE DATE**

If Your Dependent is insured under the Prior Plan on the day before the Policy Effective Date, and a Dependent would be subject to the ***DEFERRED EFFECTIVE DATE FOR A DEPENDENT*** provision, a Dependent's benefits under Our plan will be limited to the benefits that would have been payable under the terms of the Prior Plan if it had not terminated, reduced by any benefits paid or payable under the Prior Plan.

While Transfer Coverage is in effect, the amount of coverage will be determined in accordance with the provisions of the plan providing the lesser amount of insurance.

While Transfer Coverage is in effect, the amount of coverage will be determined in accordance with the provisions of the Prior Plan. The amounts of insurance You elect under the Policy are subject to the provisions of the Prior Plan. The exclusions, reductions, limitations, and/or specific termination dates or provisions of the Prior Plan will apply.

## **DUPLICATION OF COVERAGE**

If You qualify for benefits under the Prior Plan such that a duplication of coverage situation exists after coverage begins under Our plan, You must exercise Your rights under the Prior Plan and duplicate benefits will not be payable under Our plan.

Coverage under Our plan will not take effect if Your coverage under the Prior Plan is continued under any disability provision or You have enrolled in a conversion plan option with the Prior Plan.

During a period You are covered under Transfer Coverage, You are not eligible to enroll for Portability coverage.

## **PREMIUM PAYMENTS**

Premium payments are required for all Insured Persons during the period Transfer Coverage under this provision is in effect. We will not waive premium during the period Transfer Coverage is continued.

## **WHEN TRANSFER COVERAGE ENDS**

An Insured Person will remain covered under Transfer Coverage until the first to occur:

- the date You return to Active Work at which time insurance in effect under Our plan will not be subject to Prior Plan provisions or benefit limitations;
- the last day of a period of 12 consecutive months which begins on the Policy Effective Date, at which time coverage under Our plan will also end;
- the date insurance would otherwise end for an Insured Person in accordance with the terms and conditions of this certificate, at which time coverage under Our plan will also end;
- the date on which life insurance would have ended under the Prior Plan, had the Prior Plan not terminated at which time coverage under Our plan will also end; or
- if the Prior Plan provided for extension of life insurance without premium payment during a period of disability, on the earliest of:
  - (a) the date You are approved for such benefit under the terms of the Prior Plan; and
  - (b) the last day of the 12-month period following this Policy's Effective Date, and coverage under Our plan will also end.

## **DATE INSURANCE ENDS**

### **DATE INSURANCE ENDS FOR YOU**

Your life and accidental death and dismemberment insurance under this certificate will end on the earliest of:

1. the date the Policy ends;
2. the date insurance ends for Your class;
3. the date You cease to be a member of an eligible class;
4. the date You request to end Contributory Insurance unless prohibited by federal or state law, or the Policyholder's plan;
5. the end of the period for which the last premium has been paid for You;
6. the date Your Employer ceases to be a Participating Employer;
7. the date You retire;
8. the date You cease Active Work in an eligible class, unless insurance is continued under the section entitled *EXCEPTIONS TO END OF INSURANCE* or *INSURANCE CONTINUATION WHEN YOU ARE TOTALLY DISABLED*;

9. the date Your employment ends;
10. the date You begin active duty in the armed forces of any country; or
11. the date the maximum life insurance benefit has been paid.

When insurance ends, You will be given notice of Your conversion rights and any other rights provided under this certificate by the Policyholder or the Policyholder's designee. Life insurance benefits may be converted in accordance with the section entitled *LIFE INSURANCE CONVERSION OPTION*.

In lieu of the conversion option, You may be able to transfer Your coverage as provided in the Portability provision. Refer to the section entitled *LIFE INSURANCE PORTABILITY OPTION*.

If insurance ends for You, insurance will also end for any insured Dependents.

The ending of coverage will not prejudice any claim for benefits arising from a loss occurring while such coverage was in effect.

#### **DATE INSURANCE ENDS FOR A DEPENDENT**

All Dependent Insurance will end on the earliest of:

1. the date Your life insurance ends;
2. the date You die;
3. the date the Policy ends;
4. the date insurance for Your Dependent ends under the Policy;
5. the date You retire in accordance with the Policyholder's retirement plan; or
6. the date You request to discontinue Dependent's insurance.

Insurance on a Dependent will end on the earliest of:

1. the date a person ceases to be a Dependent;
2. the end of the period for which the last premium has been paid for a Dependent;
3. the date a Dependent begins active duty in the armed forces of any country; or
4. for a Child the date the Child attains age 26.

The ending of coverage will not prejudice any claim for benefits arising from a loss occurring while such coverage was in effect.

Dependent life insurance may be converted as described in the section entitled *LIFE INSURANCE CONVERSION OPTION FOR DEPENDENTS*. In lieu of the conversion option, You or Your Dependent may be able to transfer Dependent coverage as provided in the Portability provision. Refer to the section entitled *LIFE INSURANCE PORTABILITY OPTION*.

### **EXCEPTIONS TO END OF INSURANCE**

#### **CONTINUATION OF INSURANCE BY THE POLICYHOLDER**

##### **FOR LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The Policyholder has elected to continue insurance by paying premiums for Employees who cease Active Work in an eligible class for any of the reasons specified below.

The Policyholder has elected to continue Your insurance for any of the reasons specified below. You are required to pay premiums when due for continued insurance when You cease Active Work in an eligible class. Premium for the continuation period must be paid on the same basis as Premium was paid on the day before Your Sickness or Injury began. Premium is to be paid to the Policyholder.

If Your life and AD&D insurance is continued, life and AD&D insurance on Your Dependents may also be continued. You

are required to pay the premiums for Your Dependents.

Insurance may be continued for the following leaves up to periods shown below in the *SCHEDULE OF BENEFITS*:

1. For the period You cease Active Work in an eligible class due to injury or Sickness. Premium for the continuation period must be paid on the same basis as Premium was paid on the day before Your Sickness or Injury began. If You cease Active Work due to Injury or Sickness, Your coverage under the Policy may be continued in accordance with the section entitled *INSURANCE CONTINUATION WHILE TOTALLY DISABLED*. Refer to this section for the terms of continuation under this provision.
2. For the period You cease Active Work in an eligible class due to temporary layoff;
3. For the period You cease Active Work in an eligible class due to sabbatical or any other Policyholder approved leave of absence.

Accidental Death and Dismemberment Insurance will not be continued under this provision.

#### **CONTINUATION OF COVERAGE WHILE ON LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT For Life And Accidental Death And Dismemberment Insurance**

The Policyholder has established a family and medical leave policy in compliance with the Federal Family and Medical Leave Act of 1993 (FMLA) and other legally mandated leave of absence or similar laws. You should contact the Policyholder to determine eligibility and the terms, conditions and cost for continuation of insurance during a leave.

If You are eligible for, and the Policyholder approves a leave of absence under the Federal Family and Medical Leave Act of 1993 (FMLA,) or any similar federal, state, or local law, Your insurance may continue for the periods described in the act or law.

You may also qualify for continued coverage under this section if Your Spouse, Child, or parent is on active duty status in the Military or called to active duty status in the Military. Premium payment is required by the Policyholder for any periods of continuation in accordance with the provisions of the Policy. Contact the Policyholder to determine eligibility and the terms, conditions and cost for continuation of insurance during a leave.

If insurance is continued under this provision and at the end of the leave continuation period You do not resume Active Work in an eligible class, Your employment will be considered to end, and Your insurance will end in accordance with the section entitled *DATE INSURANCE ENDS*. You and any insured Dependents may be entitled to convert life insurance benefits pursuant with the section entitled *LIFE INSURANCE CONVERSION OPTION*. In addition, You may have the right to elect Life Insurance Portability coverage. Refer to the section entitled *LIFE INSURANCE CONVERSION OPTION* or the section entitled *LIFE INSURANCE PORTABILITY OPTION*.

If You do not continue Your insurance during the FMLA leave, insurance will be reinstated upon Your return to Active Work. No new limitations will be applied, and no Evidence of Insurability will be required to reinstate the insurance in effect before the leave began.

Accidental Death and Dismemberment Insurance will not be continued under this provision.

#### **CONTINUATION OF COVERAGE FOR MENTALLY OR PHYSICALLY DISABLED CHILDREN For Life and Accidental Death and Dismemberment Insurance**

Insurance for a Child may be continued past the age limit if that Child is incapable of self-sustaining employment because of a mental or physical incapacity or disability. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date. Premium must continue to be paid for insurance remain in force.

Subject to the *Date Insurance Ends For A Dependent* provision, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical disability; and
- continues to qualify as a Child, except for the age limit.

If life insurance on a mentally or physically disabled Child continued under this provision ends, the Child may convert his /her/their coverage to an individual insurance policy, pursuant to the Conversion section of this certificate. Such Child must have become disabled prior to reaching age 26.

### **CONTINUATION OF COVERAGE WHILE ON LEAVE DURING MILITARY SERVICE**

We may continue Your insurance, and that of any Dependents, if applicable, in accordance with the Policyholder's policies regarding leave of absence for Military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Premiums must be paid for continued coverage for You and Your Dependents, if applicable. Coverage may be continued until the end of the period required by USERRA.

### **SUSPENSION OF COVERAGE DURING MILITARY SERVICE**

We will suspend Your insurance and that of any Dependents on the date You begin active duty in the military service of any country or international authority. If You return to Active Work with the Policyholder in an eligible class, You may reinstate coverage without Evidence of Insurability or Earned Income as of the date of Your discharge from military active duty. To do so, You must apply In Writing for Yourself, and Your Dependents, within 60 days after active duty ends and pay any premium due if required.

If Your Spouse is insured under this certificate, and while insured goes on active duty in the military of any country or international authority, coverage will end at that time. Once active military duty ends, You may reinstate coverage for Your Spouse without Evidence of Insurability. To do so, You must apply In Writing for within 60 days after active duty ends and pay any premium due if required.

Such duty will not include temporary active duty by reservists for military training that lasts 60 days or less. We will refund that part of any premium paid for the period of such suspension.

### **END OF A CONTINUATION PERIOD**

Continuation Insurance will end on the earliest of the following:

- the date Your continuation leave ends;
- the date the Policyholder ceases to pay Your premiums, or otherwise terminates Your insurance;
- the date You cease to pay Your premiums, or You terminate Your insurance;
- the maximum continuation period has been reached; or
- the date the Employer ceases to be an Affiliated Employer under the Policy; or
- the date the Policy terminates.

At the end of any of a continuation period if You resume Active Work in an eligible class You will continue to be covered under the Policy.

If You do not resume Active Work in an eligible class at this time, Your employment will be considered to end, and all insurance will end in accordance with the provision *DATE INSURANCE ENDS FOR YOU*.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the provision *Date Insurance Ends For A Dependent*.

If You or Your Dependent die during the continuation period, We will pay the death benefit to the Beneficiary upon receipt of Proof establishing that You or Your Dependent died during the continuation period.

In no event will Your and Your Dependent's coverage under the policy be continued beyond the date Your and Your Dependent's coverage would otherwise end according to the terms of the When Coverage Ends provision.

In addition to the continuation of coverage options described above, You may have the right to convert to a policy of individual life insurance or elect Life Insurance Portability coverage. Refer to the section entitled *LIFE INSURANCE CONVERSION OPTION* or the section entitled *LIFE INSURANCE PORTABILITY OPTION*.

## INSURANCE CONTINUATION WHILE YOU ARE TOTALLY DISABLED

### DEFINITIONS

For the purpose of this section the following term(s) have the meanings stated below:

**Regular Occupation** means the occupation You are routinely performing when Your disability begins. We will look at Your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific Employer or at a specific location.

### EXTENDING YOUR INSURANCE WHEN TOTALLY DISABLED

If You cease Active Work because You are Totally Disabled, You may elect to extend Your life and AD&D insurance in effect for up to 6 months on the same basis as the day before Your Total Disability began if:

- you become Totally Disabled while insured under the Policy before You attain age 60;
- you give Us satisfactory Proof;
- premium is paid when due on the same basis as the day before Your Total Disability began; or
- premium is paid in full by the Policyholder.

### PROOF REQUIREMENTS

You should contact Us as soon as reasonably possible to advise Us that You were Totally Disabled on the date You ceased Active Work. You must send Us Proof that You were Totally Disabled. As part of such Proof, We may choose a Physician to examine You to verify Your Total Disability. If We do so, We will pay for such exam. If You fail to submit to the exam, this extended insurance will end. Refer to the section entitled *CLAIM INFORMATION* for information about how to submit Proof.

For purposes of this section Total Disability and Totally Disabled mean that due to an injury or Sickness,

- you are unable to perform the material duties of Your regular job; and
- you are unable to perform any other job for which You are fit by education, training or experience.

### AMOUNT OF INSURANCE EXTENDED

Insurance will be the same amount in effect for You and Your Dependents on the day before Your Total Disability began subject to the following:

- insurance will be reduced or canceled according to the Policy provisions in effect on the day before You become Totally Disabled.
- if You receive an accelerated benefit, continued insurance will be reduced according to the *ACCELERATED BENEFIT OPTION* SECTION.

### DEATH DURING THE EXTENDED INSURANCE PERIOD

If You die while life insurance is extended under this section, We will pay the Death Benefit upon receipt of Proof. Refer to the section entitled *Claim Information* for information required to file a claim.

Proof must show You died during the continuation period and You were continuously Totally Disabled during the extension period until Your date of death. If the Death Benefit is not paid due to a failure to provide Proof of continuous Total Disability, any premium paid after the most recent Proof of Total Disability has been provided, will be refunded.

### END OF THE EXTENDED PERIOD

Extended insurance will end on:

- the date You cease to be Totally Disabled;
- the date the Policyholder ceases to pay Your premiums, or otherwise terminates Your insurance;
- the date You cease to pay Your premiums, or You terminate Your insurance;
- the maximum continuation period has been reached;
- the date the Employer ceases to be an Included Employer under the Policy; or
- the date the Policy terminates.



In no event will Your and Your Dependent's coverage under the Policy be continued beyond the date Your and Your Dependent's coverage would otherwise end according to the terms of the DATE INSURANCE ENDS provision.

While covered under this provision, coverage will reduce according to the REDUCTION SCHEDULE as shown in the *SCHEDULE OF BENEFITS*.

If You cease to be Totally Disabled and resume Active Work in an eligible class prior to the end of the extension period, You will continue to be insured under the Policy.

If You do not resume Active Work in an eligible class prior to the end of the extension period, Your employment will be considered to end, and Your insurance will end in accordance with the terms of this certificate. If Your insurance ends, Your Dependents' insurance will also end on the same date.

Insured Persons no longer eligible for insurance under this certificate should refer to the section entitled *LIFE INSURANCE CONVERSION OPTION* which describes the right to convert to a policy of individual life insurance *which describes an option to continue group life insurance*.

## **WAIVER OF PREMIUM BENEFIT WHILE TOTALLY DISABLED OPTION**

If You cease Active Work while insured under the Policy because You are Totally Disabled, You may qualify to extend Eligible Insurance under this section. We will determine if You qualify to continue certain insurance after We receive Proof that You have satisfied the conditions of this section. We will determine if You qualify to have Your insurance extended after You send Us Proof that You have satisfied all the requirements of this section. If You qualify to extend Eligible Insurance, premiums will not be required.

### **DEFINITIONS**

For the purpose of this section the following terms have the meanings stated below:

**Eligible Insurance** means all Your insurance in effect under the Policy on the date Your Total Disability began, except AD&D Insurance.

**Eligible Insurance** means the following insurance if it was in effect on the date Your Total Disability began:

- Basic Life Insurance on You; and
- Supplemental Life Insurance on You, if You were insured under the Policyholder's Life Insurance plan before the Total Disability began.

Eligible Insurance does not include:

- any amounts of life insurance paid under the Accelerated Benefit Option;
- Accidental Death and Dismemberment insurance;
- Any amount of life insurance that has been converted to an individual policy, unless You return the policy to Us.

**Gainful Occupation** means an occupation, including self-employment, that is, or can be, expected to provide You with an income within 12 months of Your return to work:

- for which You are or become reasonably fitted by training, education, or experience; and
- that exceeds 60% of Your Annual Earnings, If You are working; or
- that exceeds 60% of Your Annual Earnings, If You are not working.

**Total Disability** and **Totally Disabled** mean for purposes of this section:

1. Due to Sickness :

- you are unable to perform the material duties of Your Regular Occupation; and
- you are unable to engage in any Gainful Occupation for wage or profit for which You are fit by education, training, or experience.

**Waiting Period** means the period which starts on the date You become Totally Disabled and ends 9 consecutive months later. Your Total Disability must continue without interruption throughout the Waiting Period. If during the Waiting Period You die, reach age 65, or Your Total Disability ends, You will not qualify for Waiver of Premium.

#### **ELIGIBILITY FOR WAIVER OF PREMIUM BENEFIT**

Eligible Insurance may be extended without payment of premiums while You are Totally Disabled if:

- you become Totally Disabled while insured under the Policy and prior to age 60;
- you are insured for this Waiver of Premium Benefit on the date You become Totally Disabled;
- you complete Your Waiting Period; and
- you give Us Proof satisfactory to Us.

#### **PREMIUM PAYMENT**

Premium payments are required on the same basis as premium was paid on the day before Your Total Disability began until the later of:

- the date You complete Your Waiting Period; or
- the date We approve Your claim for Waiver of Premium Benefit.

#### **AMOUNT OF INSURANCE**

The amount of Eligible Insurance for the Waiver of Premium benefit is the amount in effect on the day before You become Totally Disabled. However, the following will apply:

- eligible Insurance will be reduced or terminated according to the age ~~and retirement~~ Policy provisions in effect on the day before You become Totally Disabled.
- if You become insured under a group life insurance policy that replaces the Policy while You are eligible for Waiver of Premium, any Death Benefit payable under the Policy will be reduced by the amount payable under the replacement group life insurance policy.
- if You receive an accelerated benefit, Eligible Insurance will be reduced according to the ACCELERATED BENEFIT OPTION.

Your life insurance amount will not increase while Your life insurance premiums are being waived. Your life insurance amount will reduce or cease at any time it would reduce or cease if You had not been Totally Disabled.

#### **PROOF AND CLAIM REQUIREMENTS**

You should contact the Policyholder and Us as soon as reasonably possible to notify Us You ceased Active Work due to a Total Disability. After the Waiting Period ends, You must send Us Proof showing that You were Totally Disabled with no interruption throughout the Waiting Period. You must do this within the time frame specified in the section entitled *CLAIM INFORMATION*.

For information on how to obtain and file a claim form, and the Proof required for Your claim, refer to the section entitled *CLAIM INFORMATION*.

As part of Proof, We may choose a Physician to examine You to verify that You are Totally Disabled. We will pay for the exam. In the case of conflicting medical opinions with regard to whether You are Totally Disabled, eligibility for this benefit will be determined by a third medical opinion provided by a Physician mutually acceptable to You and Us. If a third medical opinion is required, We will pay for the exam.

After We receive and review Your Proof and the claim, We will determine if You qualify. We will notify You In Writing of Our decision and if approved, the amount of premium being waived. Upon approval of Your claim, premium payment will not be required while Eligible Insurance is extended while You remain Totally Disabled and do not return to work for any employer. Premiums waived by Us will not be deducted from the life insurance proceeds.

If We determine that You do not qualify for Premium Waiver, You will be given the opportunity to convert Your life insurance at that time. Refer to the sections entitled: *LIFE INSURANCE CONVERSION OPTION*, for more information regarding these options.

### **CONTINUED PROOF OF DISABILITY**

During a claim, You must furnish evidence of Your Permanent and Total Disability when requested by Us. We may have You examined at Our expense at reasonable intervals, but not more frequently than once every six months. Any such examination will be conducted by specialists of Our choice at Our expense. In the case of conflicting medical opinions with regard to whether You are Permanently and Totally Disabled, We may require a third medical opinion provided by a Physician mutually acceptable to You and to Us. If a third medical opinion is required, We will pay for the exam.

### **PROOF REQUIREMENTS IF YOU DIE**

Proof should be submitted to Us if You die for which benefits may be payable during:

- the Waiting Period;
- the period We are evaluating Your claim, or
- the period insurance is extended.

If the death occurs during the Waiting Period and prior to Our approval of Your claim, in addition to the Proof which is otherwise required for the insurance, the Proof must include supporting documentation that Your Total Disability continued without interruption from the date You become Totally Disabled until the date of death.

If the death occurs during on or after the date We approved Your claim, in addition to the Proof which is otherwise required for a claim, the Proof must include supporting documentation that Your Total Disability continued without interruption from the date the claim was approved by Us until the date of death or loss.

If extended insurance was converted to an individual life insurance policy, We will pay the extended life insurance under this plan if the individual policy is returned to Us. If it is returned to Us, We will refund the premiums paid without interest, less any debt incurred, under such insurance. If it is not returned to Us, We will pay the life insurance in effect under such other individual policy.

Under no circumstances will We pay a Death Benefit under this plan and the converted individual policy.

### **TERMINATION OR AMENDMENT OF THE POLICY**

Eligible Insurance will not be affected by termination or amendment of the Policy after You become and remain Totally Disabled.

### **WHEN WAIVER OF PREMIUM ENDS**

Waiver of Premium Benefit for You ends on the earliest of:

- the date You cease to be Totally Disabled;
- the date You die;
- the date Your life insurance would otherwise terminate as indicated in this certificate;
- failure to provide Proof as requested;
- the date You fail to attend a required examination or cooperate with the examiner;
- the date any required premium, if any, is not paid;
- with respect to the amount of life insurance which You have converted, the Effective Date of the individual life insurance policy issued to You; or
- the date You reach age 65.

If at the end of the Waiver of Premium Benefit period You are no longer eligible for insurance under this certificate, You will be given the opportunity to convert Your life insurance at that time. Refer to the sections entitled *LIFE INSURANCE CONVERSION OPTION*, for more information regarding these options.

## LIFE INSURANCE BENEFITS

### LIFE INSURANCE FOR YOU

If You die, Proof of Your death must be sent to Us.

Upon receipt of Proof with the claim, We will review the claim. If We approve the claim, We will pay the Beneficiary the Death Benefit in effect on the date of Your death, subject to the terms and conditions of this certificate.

Payment will be made in one lump sum.

Refer to the *Claim Information* section in this certificate for information on how to file a claim.

### LIFE INSURANCE ON YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's death must be sent to Us. Upon receipt of Proof with the claim, We will review the claim. If We approve the claim, We will pay the Death Benefit in effect on the life of the Dependent on the date of death subject to the terms and conditions of this certificate.

The Dependent's Death Benefit will be paid to You, if living, unless another Beneficiary has been elected In Writing. Otherwise We may at Our option pay the benefit to Your surviving Spouse or to Your estate.

Payment will be made in one lump sum.

### BENEFIT REDUCTIONS

#### Benefit Reductions Due To Age

All benefit amounts are subject to Age Reductions as described in the *SCHEDULE OF BENEFITS*. Insurance benefit amount(s) payable with respect to an Insured Person will be reduced when the Insured Person attains the age shown in the *SCHEDULE OF BENEFITS*. An age reduction that reduces a life insurance benefit below the Minimum Amount shown on the *SCHEDULE OF BENEFITS* will be applied, and Your benefit will be reduced below the Minimum Amount. The reduction will not affect Your eligibility for coverage or end insurance under the Policy.

These reductions will also apply to:

- any insurance that is extended in accordance with a continuation provision in the Policy; and
- spouse insurance.

If You are the minimum age stated in the Age Reduction Table, or older on Your Effective Date of insurance, Your life insurance benefit will be reduced by the percentage shown in the *Age Reduction Table* for Your age.

Once a benefit has been reduced, You cannot elect further increases in Your insurance amount.

Any decrease in the amount of insurance due to age will take place immediately on the date in which you attain the limiting age.

A Spouse's life insurance benefit will reduce on the same date and for the same percentage that Your benefit is reduced.

A Spouse's life insurance benefit will reduce at the ages shown for a Spouse shown on the *SCHEDULE OF BENEFITS*.

The Accidental Death and Dismemberment insurance benefits payable with respect to an Insured Person will be reduced as described in the *SCHEDULE OF BENEFITS* if the Insured Person has attained the age shown in the *SCHEDULE OF BENEFITS*.

These reductions will also apply to:

- any AD&D insurance that is extended in accordance with a continuation provision in the Policy; and
- spouse AD&D insurance.

A Spouse's AD&D Principal Sum will reduce on the same date and for the same percentage that Your life AD&D benefit is reduced.

A Spouse's AD&D Principal Sum will reduce at the ages shown for a Spouse Age Reduction in the *SCHEDULE OF BENEFITS*.

### **PREMIUMS**

Premium for an Insured Person after a benefit reduction is based on the new amount after the reduction has been taken.

## LIFE INSURANCE EXCLUSIONS

Exclusions apply to life insurance benefits:

### Supplemental Life Plan

#### EXCLUSIONS

No life insurance benefit is payable if the loss of life is caused by, contributed to by, or results from:

- suicide, while sane or insane, or from an intentionally self-inflicted injury, within two years from the initial effective date of coverage under the Policy; and
- suicide, while sane or insane, or from an intentionally self-inflicted injury, within two years from the effective date of an increase in coverage under the Policy. The death benefit is limited to the amount of coverage in force prior to the increase.

## LIFE INSURANCE ACCELERATED BENEFIT OPTION (ABO)

**For purposes of this section, the term “ABO Eligible Life Insurance” refers to each of Your life insurance benefits for which the Accelerated Benefit Option is shown as available in the *SCHEDULE OF BENEFITS*.**

If You or Your Spouse become Terminally Ill, You or Your legal representative have the option to request Us to pay the ABO Eligible Life Insurance benefits in force and payable under this certificate before the Insured Person's death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect. This request is subject to Our approval.

We will pay an accelerated benefit for each ABO Eligible Life Insurance benefit to You or to Your legal representative subject to the requirements and conditions stated below. You may only request an accelerated benefit one time.

**The receipt of this accelerated benefit may be taxable. You should seek assistance from a personal tax advisor with respect to receipt of this benefit. No representations as to any issue of taxation of this benefit are made by Us.**

**Receipt of the accelerated benefit may affect eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children and Supplemental Security Income.**

**Upon payment of the accelerated benefit, Premium payments must continue to be paid on the amount of Your and Your Dependent's life insurance remaining.**

## ELIGIBILITY REQUIREMENTS FOR PAYMENT OF AN ACCELERATED BENEFIT

### Your Eligibility

To be eligible for an accelerated benefit You:

- must to be diagnosed with a Terminal Illness; and
- must be insured under this certificate for ABO Eligible Insurance.

### Dependent Eligibility

To be eligible for an accelerated benefit Your Dependent:

- must to be diagnosed with a Terminal Illness; and
- must be insured under this certificate for ABO Eligible Insurance.

***Terminally Ill/ Terminal Illness*** means a medical condition certified by one or more licensed Physicians that is reasonably expected to result in death within 12 months or less.

## **ELECTION AND PROOF OF TERMINAL ILLNESS**

An accelerated benefit may be elected by You or by Your legal representative, or on behalf of

- you; or
- a Spouse.

The request to receive accelerated death benefits must be In Writing on a form acceptable to Us. You or Your legal representative should contact Us to obtain a claim form and information regarding the accelerated benefit. You must send Us the following Proof satisfactory to Us:

- a completed and Signed accelerated benefit claim form;
- a Signed Physician's certification that You ,or Your Dependent, are Terminally Ill
- a copy of:
  - (i) all medical records, lab and test results relating to the medical condition; and
  - (ii) all supporting documentation on which the Physician's certification is based; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

In the case of conflicting medical opinions, eligibility for an accelerated benefit will be determined by a third medical opinion provided at Our expense and conducted by a Physician mutually acceptable to You and Us.

Upon receipt of Your request, and again upon Our payment of an accelerated benefit, We will send the Certificateholder and any assignee of record, or irrevocable Beneficiary of record a letter. Our letter will describe:

- the amount of the accelerated benefit payable;
- the amount of life insurance remaining after the accelerated benefit is paid; and
- how the payment of the accelerated benefit impacts future premium.

Upon Our receipt of a claim and Proof satisfactory to Us, We will review it. We will notify You of Our decision.

## **ACCELERATED BENEFIT AMOUNT**

We will pay an accelerated benefit for each ABO Eligible Life Insurance benefit in effect at the time of claim, subject to the following:

The amount We will pay will not be more than the ABO Maximum or less than the ABO Minimum as shown in the *SCHEDULE OF BENEFITS* for each ABO Eligible Life Insurance benefit.

Any amount of insurance under this certificate which You or a Dependent previously converted to an individual policy is not eligible for the ABO. The amount available to accelerate will be reduced by the amount of insurance converted.

The amount available to accelerate may also be reduced as described below:

### **Scheduled Age Or Retirement Reduction of An ABO Eligible Life Insurance Benefit.**

If an ABO Eligible Life Insurance benefit is scheduled to reduce because of Your age or retirement status within the 6 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

### **Scheduled End of An ABO Eligible Life Insurance Benefit.**

If an ABO Eligible Life Insurance benefit is scheduled to end due to age within 6 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

## **BENEFIT PAYMENT**

We will pay the accelerated benefit immediately upon receipt of due Proof that all the requirements of eligibility for the accelerated benefit have been met. We will pay the accelerated benefit in a lump sum to You or Your legal representative.

We will only pay an accelerated benefit once on Your behalf, and once on behalf of Your insured Dependent.

**LIMITATIONS:**

We will not provide benefits under this provision if:

1. you or Your Spouse would be required by law to use the benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
2. you or Your Spouse is required by a government agency to use this benefit in lieu of applying for, obtaining, or otherwise keeping a government benefit or entitlement;
3. the Insured Person's life insurance under the Policy has terminated;
4. any irrevocable Beneficiary or Assignee has not provided Written approval of payment of this benefit to Us.

If, with respect to Your, or Your Dependent's, life insurance under the Policy, You have executed an Assignment of rights and interest, or You have designated an irrevocable Beneficiary, in order to receive the accelerated benefit, We must receive a Written release from the assignee or the irrevocable Beneficiary before any benefits are payable.

If You or Your Dependent die after We receive the Proof, but before the accelerated payment has been made, We will pay the life insurance benefit under the terms of this certificate as if no request for the payment of an accelerated benefit had been made.

**EFFECT OF AN ACCELERATED BENEFIT PAYMENT ON PREMIUM****INSURANCE ON YOU:**

After We pay the accelerated benefit for You:

- premium payments must continue to be paid on the amount of Your life insurance remaining, unless You qualify to have Your life premium waived.
- premium for insurance on Your Dependents must continue to be paid on the full amount of dependent insurance in effect.

**INSURANCE ON YOUR SPOUSE**

After We pay the accelerated benefit for a Spouse;

- premium payments must continue to be paid on the amount of Your Dependent's life insurance remaining.

**EFFECT OF AN ACCELERATED BENEFIT PAYMENT ON YOUR BENEFITS****EFFECT OF AN ACCELERATED BENEFIT PAYMENT ON A DEATH BENEFIT**

The amount of life insurance that We will pay upon an Insured Person's death, including any amount continued under a disability provision, will be decreased by the amount of the accelerated benefit paid by Us on behalf of such person and by the interest charged.

The reduced amount of life insurance after the accelerated benefit has been paid, if any, will remain in force and be paid in accordance with the terms of the Policy.

**EFFECT OF AN ACCELERATED BENEFIT PAYMENT ON THE AMOUNT OF LIFE INSURANCE AVAILABLE TO CONVERT**

The amount of life insurance to which an Insured Person is entitled to convert under the Policy, will be decreased by the entire amount of the accelerated benefit paid by Us for such person.

**EFFECT OF AN ACCELERATED BENEFIT PAYMENT ON ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Payment of an ABO will not affect the amount of AD&D Insurance in effect for You or a Dependent if a portion of Your Death Benefit remains in effect after payment of the ABO.



## **DATE THE OPTION TO ACCELERATE BENEFITS ENDS**

The ABO option will end for You on the earliest of:

- the date Your life insurance ends;
- the date You die;
- the end of the period for which the last premium has been paid in accordance with the provisions of the certificate;
- the date ABO Eligible Life Insurance ends;
- the date the accelerated benefit ABO Maximum has been paid by Us;
- the date the Policy is terminated; or
- the date of Your Written request.

The ABO option will end for Your Dependent on the earliest of:

- the date Your life insurance ends;
- the date Dependent life insurance ends;
- the date Your Dependent dies;
- the end of the period for which the last premium has been paid for the Dependent in accordance with the provisions of the certificate;
- the date Dependent ABO Eligible Life Insurance ends;
- the date the Dependent's accelerated benefit ABO Maximum has been paid; or
- the date of Your Written request.

If this benefit ends, this will not prejudice a request for the payment of an accelerated benefit made while this benefit was in effect. Refer to the section entitled: *LIFE INSURANCE CONVERSION OPTION*.

If coverage terminates, the conversion provisions set forth in this certificate may apply for any remaining life insurance in effect.

If Your insurance is terminated as a result of the ABO payment, coverage for all insured Dependents, if any, will also be terminated on the same date.

## **RULES IF YOUR MEDICAL CONDITION IMPROVES AFTER RECEIPT OF AN ACCELERATED BENEFIT**

The following rules apply if You have a reduced life insurance benefit in effect after an ABO has been paid and Your medical condition improves:

- If You return to Active Work in an eligible class, coverage for the reduced amount will remain in force, provided premium is paid, if any.
- If You do not return to Active Work in an eligible class, but You continue to meet the definition of Totally Disabled, the reduced amount of coverage will remain in force, subject to the Waiver of Premium provision.
- If You do not return to Active Work and You do not continue to meet the definition of Totally Disabled, coverage will end.

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS

This section describes Your coverage for Accidental Death and Dismemberment benefits ("AD&D"). The provisions set forth in this section apply to all Accidental Death and Dismemberment Insurance, including the AD&D Additional Benefits section, unless otherwise stated. A person is only eligible for AD&D benefits if AD&D insurance is in effect for such person at the time of the Accident that caused the Covered Loss. Termination of these benefits will not prejudice the payment of benefits for any Accident that occurred while the benefit was in force.

Accidental Death and Dismemberment insurance provides financial protection for Your Beneficiary by paying a benefit in the event of Your accidental death or for You in the event of any other Covered Loss. You must elect Supplemental Plan coverage and pay the premiums required by the Policyholder to become insured for Supplemental Plan benefits. You must elect coverage for a Dependent and pay the premiums to become insured for Dependent Supplemental Plan benefits.

No benefit will be paid for a Loss that is the result of, or contributed to by, any AD&D exclusions included in the section entitled *EXCLUSIONS: ACCIDENTAL LOSSES NOT COVERED BY THE POLICY*.

### 24 Hour Coverage

Coverage under the Policy will pay a benefit for a Covered Loss sustained by an Insured Person subject to the requirements and conditions of this section.

### BENEFIT PAYMENTS

The amount payable to You or Your Beneficiary is based on the amount of coverage in effect just prior to the date of Your accidental death or other Covered Loss according to the terms and provisions of the policy.

If due to an Accident, an Insured Person sustains a Covered Loss described below. Proof of the Injury and Covered Loss must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the insurance in effect on the date of the Accident. Refer to the *CLAIM INFORMATION* section for information on how to file a claim.

For loss of Your life We will pay benefits to Your Beneficiary unless otherwise stated below.

Unless otherwise stated in the Covered Losses below, for any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits to You unless another Beneficiary has been elected In Writing.

Covered Losses are described as a percentage of the Principal Sum. The Principal Sum is the full benefit payable by the Policy. The Principal Sum amount is shown in the *SCHEDULE OF BENEFITS*. The "AD&D COVERED LOSS SCHEDULE" below defines the Covered Losses and the benefit payable for each type of Loss.

**Limitation on Multiple Covered Losses.** If You or a Dependent sustain more than one Covered Loss due to an Injury, the amount We will pay, on behalf of any Insured Person will not exceed the Principal Sum.

### ACCIDENTAL DEATH BENEFIT

If Injury to the Insured Person results in death within 365 days of the date of the Accident that caused the Injury, We will pay the Accidental Death Benefit in effect on the date of the Accident. We must receive Proof that loss of life was caused directly by the Injury, and apart from any other cause. We will pay this benefit upon approval of the claim provided certain conditions are met. The Accidental Death Benefit is shown on the *AD&D COVERED LOSS SCHEDULE* below.

The amount You or Your Beneficiary receives is based on the amount of coverage in effect just prior to the date of Your accidental death, or other Covered Loss according to the terms and provisions of the policy.

## EXPOSURE COVERAGE

We will deem an Insured Person's death to be an Accidental Death, and We will pay the Accidental Death Benefit if death results from unavoidable exposure to the elements and such exposure was a direct result of an Accident if:

- this Plan benefit is in effect for the Insured Person on the date of the Injury;
- we receive Proof that death was a result of an Injury sustained from unavoidable exposure to the elements; and
- the Insured Person's death occurs within 365 days of the Accident.

For Covered Losses other than death, We will deem a Covered Loss to be the direct result of an Injury if it results from unavoidable exposure to the elements, and such exposure was a direct result of an Accident. Benefits will be payable according to the *AD&D COVERED LOSS SCHEDULE* if

- this Plan benefit is in effect for the Insured Person on the date of the Injury;
- we receive Proof that the Injury resulting in a Covered Loss is due to unavoidable exposure to the elements; and
- the Covered Loss occurs within 365 days of the Accident.

## DISAPPEARANCE COVERAGE

We will presume an Insured Person to have died from an Injury, and We will pay the Accidental Death Benefit if:

- this benefit is in effect for the Insured Person on the date of the Accident;
- an aircraft or other public passenger carrier vehicle in which the Insured Person was traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 years of:
  - a) the date the aircraft or other public passenger carrier vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - b) the date the person is reported missing to the authorities, if traveling in any other aircraft or vehicle; and
  - c) no contrary evidence about the circumstance of the Insured Person's disappearance arises.

No benefit will be paid if the Disappearance is the result of or contributed to by, any AD&D exclusion included in this Certificate. We have the right to recover the benefit if We find that the Insured Person survived the event.

## ACCIDENTAL DISMEMBERMENT BENEFITS

If Injury to the Insured Person results in any one of the Losses shown in the *AD&D COVERED LOSS SCHEDULE*, within 365 days of the date of the Accident that caused the Injury, We will pay the Benefit Amount as shown in the *AD&D COVERED LOSS SCHEDULE* below for that Loss.

If more than one Covered Loss is sustained by an Insured Person as a result of the same Accident, only one amount, the largest, will be paid.

### AD&D COVERED LOSS SCHEDULE

Covered Losses	BENEFIT AMOUNT
Accidental Death	The Principal Sum
Loss of Both Hands or Both Feet,	The Principal Sum
Loss of Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand or One Foot and Sight of One Eye	The Principal Sum
Loss of Speech and Hearing (both ears)	The Principal Sum
Loss of One Hand or One Foot	50% of The Principal Sum
Loss of One Arm or One Leg	50% of The Principal Sum
Loss of Sight of One Eye	50% of the Principal Sum
Loss of Speech or Hearing in Both Ears	50% of the Principal Sum
Loss of Hearing in One Ear	25% of the Principal Sum
Loss of Four Fingers Excluding Thumb	25% of the Principal Sum
Loss of Thumb and Index Finger of Same Hand	25% of the Principal Sum
Loss of All Toes on One Foot	25% of the Principal Sum
<b>PARALYSIS</b>	
Quadriplegia	The Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum

## AD&D DEFINED TERMS

For the purpose of this section the following terms have the meanings stated below:

**Accident** means a sudden external trauma that is unexpected and unforeseen and is an identifiable occurrence or event producing, at the time, objective symptoms of an external bodily Injury. The occurrence or event must be definite as to time and place.

**Automobile** means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and, if not used primarily for occupational, professional or business purposes, a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle that is used in mass or public transit.

**Covered Loss** means a loss which meets the requisites of one or more Accidental Death or Accidental Dismemberment benefits, or additional benefits. The term covered loss does not include loss of life.

**Hemiplegia** means the complete and irreversible Paralysis of the upper and lower limbs of the same side of the body.

**Hospital, Health Facility or Institution** means an accredited facility licensed to provide care and treatment for the Covered Loss.

**Injury** means an accidental bodily injury sustained by an Insured Person that is a direct result of an Accident, independent of disease, or bodily or mental illness, or Sickness, or any other cause, and that occurs while the AD&D insurance benefit is in force.

**Job-Related Loss** means an accidental death or dismemberment

- for which You are entitled to benefits under a workers' compensation or similar law, or any arrangement that provides for similar compensation; or
- arising out of employment for wage or profit while performing the usual and customary duties of Your Regular Occupation.

**Limb** means entire arm or entire leg.

**Loss(es)** means an accidental death or dismemberment.

**Loss of Arm** means an arm permanently severed at or above the elbow.

**Loss of Finger(s)** means that all of the finger(s) is cut off at or above the joints closest to the hand.

**Loss of a Foot** means a foot permanently severed at or above the ankle but below the knee.

**Loss of a Hand** means a hand permanently severed at or above the wrist, but below the elbow, or loss of thumb and index finger of the same hand where the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

**Loss of Hearing** means the entire and irrecoverable loss of hearing in one or both ears that continues for 90-180 consecutive days following the Injury.

**Loss of a Leg** means a leg permanently severed at or above the knee.

**Loss of Sight** means permanent and uncorrectable loss of sight in the eye that continues for 30 consecutive days following the Injury. The visual acuity shall be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

**Loss of Speech** means the entire and irrecoverable loss of speech that continues for 30 consecutive days following the Injury.

**Loss of Thumb and Index Finger** means that all of the thumb and index finger are cut off at or above the joints closest to the wrist.

**Loss of Thumb** means that all of the thumb is cut off at or above the joint closest to the wrist.

**Loss of Toe(s)** means that all of the toe is cut off at the joint closest to the foot.

**Paralysis** means total and permanent impairment of voluntary movement and sensory function of a limb without severance that is expected to last for a continuous period of 6 months or more from the earlier of the date of the Accident causing Paralysis or the date of the diagnosis. A Physician must determine the Paralysis to be permanent, complete, and irreversible.

**Paraplegia** means the complete and irreversible Paralysis of either lower limbs or both upper limbs.

**Principal Sum.** As applicable to each Insured Person, the AD&D Principal Sum means the amount(s) of insurance in force under the Policy on the date of the Accident, as described in the *SCHEDULE OF BENEFITS*. In no event will the total amount of AD&D insurance in force for an Insured Person exceed the AD&D insurance maximum shown in the *SCHEDULE OF BENEFITS*. As applicable to an insured Dependent, the AD&D Principal Sum means the amount of insurance in force under the Policy for each eligible Dependent as shown in the *SCHEDULE OF BENEFITS*.

**Quadriplegia** means the complete and irreversible Paralysis of both upper and lower limbs.

**Uniplegia** means the complete and irreversible Paralysis of one limb.

## **EXCLUSIONS- ACCIDENTAL LOSSES NOT COVERED BY THE POLICY**

The Policy does not cover any death or injury caused or contributed to by any of the following:

1. suicide;
2. any attempt at suicide;
3. any intentionally self-inflicted Injury;
4. active participation in war, declared or undeclared, or any act of war, whether civil or international, and any substantial armed conflict between organized forces of a military nature;
5. committing or attempting to commit a felony;
6. operating a motor vehicle while under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit;
7. if the Insured Person is Intoxicated at the time of the Accident as defined by the jurisdiction where the Accident occurred;
8. voluntary intake or use by any means of:
  - a) any drug, medication, sedative, or other chemical substance or controlled substance, unless:
    - an over the counter drug, medication, or sedative taken as directed;
9. service in the armed forces, National Guard, or organized reserve forces of any country or international authority except the National Guard of the United States.

However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training.

For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country.

10. Travel or flight in or on any aircraft, vehicle, or device for aerial navigation, or space travel, as a passenger, including boarding or alighting from it, owned, leased, or operated by or on behalf of the Policyholder or by Your Employer.
11. Travel or flight in or on, any aircraft, caused by or resulting from riding in, getting into or out of any aircraft unless the Insured Person is a passenger and is in a tested and approved civilian aircraft being operated as passenger transport in compliance with the then current rules of authority having jurisdiction over its operation.

## ADDITIONAL AD&D BENEFITS

### APPLICABILITY OF PROVISIONS

This section describes additional benefits for Covered Losses that may be covered by this Accidental Death and Dismemberment (AD&D) coverage if the Injury or death is a direct result of an Accident while coverage is in effect. You or Your Dependent must be covered by the AD&D insurance at the time of the Accident that causes the Covered Loss. Death or Injury must occur within 365 days of the Accident unless otherwise stated below.

All the exclusions and limitations of Your Accidental Death and Dismemberment coverage listed in the certificate section entitled, *EXCLUSIONS- ACCIDENTAL LOSSES NOT COVERED UNDER THE POLICY* apply to any additional benefits in this section. No benefit is payable for any loss subject to an exclusion under this certificate.

#### 1. CARJACKING BENEFIT

##### Basic & Supplemental Coverage

We will pay this additional benefit if the Insured Person suffers an Injury or death for which an AD&D Covered Loss benefit is payable under the Policy as a result of a Carjacking while the Insured Person is operating, or riding as a passenger in, including getting in or out of, an Automobile.

We will pay a Carjacking Benefit if:

- this benefit is in effect on the date of the Carjacking;
- Injury or death was a direct result of the Carjacking;
- the Carjacking was reported to the police agency having jurisdiction within 24 hours of the Carjacking, or as soon as reasonably possible, and
- verification of the Carjacking must be a part of an official report or be certified In Writing by the investigating officers of the police agency having jurisdiction. A copy of the Written police report or verification must be provided to Us with the claim for benefits.

**Carjacking** means taking unlawful possession of an Automobile by means of force or threats against the person(s) then rightfully occupying such Automobile.

##### BENEFIT AMOUNT

Only one benefit is payable for all losses as a result of the same Carjacking. The amount payable is as shown in the *SCHEDULE OF BENEFITS*.

#### 2. CHILD CARE PROGRAM BENEFIT

##### Basic & Supplemental Coverage

If You or Your Spouse die as a result of an Accident, We will pay an additional Child Care Program benefit if:

- an Accidental Death Benefit is payable under the Policy for the deceased person; or
- a Covered Loss benefit as defined in this provision, is payable under the Policy; and
- this benefit is in effect for the deceased person on the date of the Accident; and
- Proof is furnished to Us that on the date of death a Child was:
  - a. under age 14;
  - b. enrolled in a Child Care Program; or
  - c. within 12 months enrolled in a Child Care Program.

**Child** means Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption), or stepchild and who, in each case, is under age 14.

**Child Care Program** means a program of child care which:

- is operated in a private home, school or other facility;
- provides and charges a fee for the care of children; and



- is duly licensed, certified or accredited to provide child care, or is operated by a licensed child care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- if licensing is not required, provides child care on a daily basis for 12 months a year in accordance with the applicable laws and regulations of the jurisdiction where it is located.

A Child Care Program will not mean a program of child care which is provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, step-parent, grandparent, aunt, or uncle.

### **Benefit Payment and Limitations**

The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

For each Child who qualifies for this benefit, We will pay an amount equal to the Child Care Program charges incurred for a period of up to 4 consecutive years, not to exceed:

- an annual maximum of \$5,000; and
- an overall maximum of 5% of the deceased person's Principal Sum.

We will pay this benefit annually when We receive Proof that eligible Child Care Program charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If You and Your Spouse die as a result of a Covered Loss in the same Accident the maximum benefit payable will be Your benefit.

We will require Proof of the Child's continued enrollment in a Child Care Program during the period for which a benefit is claimed. In no event will the amount paid under all Child Care Program benefit exceed the amount of child care charges incurred.

The benefit is not payable for any period of enrollment in a Child Care Program before the date of the Accident that caused Your or Your Spouse's death.

The benefit is not payable for any period of enrollment after the earlier of:

- the date the Child reaches 13 years of age; or
- the date 1 years after the later of 1) the date of Your or Your Spouse's death; or 2) the date the Child first enrolls in a Child Care Program.

The Child Care Benefit will not be extended to any of Your children born after the date of Your or Your Spouse's death unless pregnancy commenced prior to the date of death.

### **3. CHILD TUITION BENEFIT**

#### **Basic & Supplemental Coverage**

If You or Your Insured Spouse die as a result of an Injury, We will pay this additional Child Tuition benefit if:

- We pay an Accidental Death Benefit for the deceased person under this certificate;
- this benefit is in effect on the date of the Accident causing Your or Your Insured Spouse's death; and
- We receive Proof that on the date of the death a Child was:
  - a. enrolled as a Full-Time student in an Institution of Higher Learning; or
  - b. at the 12<sup>th</sup> grade level and, within one year after that date, enrolls as a Full-Time student in an accredited college, university or vocational school.

**Child** means Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner); and who, in each case, is under age 26.

**Institution of Higher Learning** means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, community college, or trade school.

**Full-Time as used with the Tuition Benefit**, means a full course load as defined by the Institute of Higher Learning.

## **BENEFIT AMOUNT**

This additional benefit is payable for each Child that qualifies as a Full-Time or ~~Part Time~~ student. The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*. The benefit will be paid for each year of the Child's continuous enrollment as a Full-Time Student in an Institution of Higher Learning, to a maximum benefit period of 4 consecutive years.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of Proof of enrollment for that term. If the Child is a minor, We will pay benefits to the Child's legal representative.

A Child who ceases to be enrolled as a Full-Time or Part Time student becomes permanently ineligible for the benefit, even if the Child re-enrolls at a later date. The benefit is not payable for any term of enrollment as a Full-Time or Part Time student that begins before the date of Your or Your Insured Spouse's death.

No benefit is payable to any Child who has not furnished Proof to Us of enrollment. We will pay this benefit when We receive Proof that tuition charges have been paid.

If this benefit is in effect on the date of the Insured Person's death and there is no Child who could qualify for it, we will pay a One-time lump sum benefit of \$1,000 to Your Beneficiary.

### **When payments terminate**

The Child Tuition Benefit will no longer be payable on the first to occur of:

- the date on which the maximum benefit period is reached,
- the date the overall maximum benefit is reached;
- the end of the 12th consecutive month during which the Child has not furnished Proof to a Tuition expense to Us.

## **4. COMA BENEFIT**

### **Basic & Supplemental Coverage**

If an Insured Person sustains an Injury such that an AD&D benefit is payable under the Policy, an additional Coma Benefit is payable if the Injury results in the Insured Person being in a Coma, and:

- the Coma begins within 31 days of the Accident that caused the Injury;
- We receive Proof the Coma was caused as a result of the Injury sustained in the Accident;
- the Coma continues for a period of 31 consecutive days;
- this benefit is in effect for the Insured Person on the date the Injury occurred.

Written Proof certified by a Physician stating the person is in a Coma must be provided to Us within 31 days after the date the Insured Person becomes Comatose.

We reserve the right, at the end of the first 31 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the person is Comatose, including, but not limited to, requiring an independent medical examination provided at Our expense.

**Coma, Comatose** means being in a profound stupor, or state of complete and total unconsciousness that continues for 31 consecutive days, from which the comatose person cannot be aroused, and there is no response to external stimuli as determined by a Physician.

## **BENEFIT AMOUNT**

**The Coma Maximum Benefit Amount** means the Insured Person's Principal Sum under the Accidental Death Benefit, less all other payments made by Us under this AD&D insurance which are due to the same Accident. If the Insured Person later suffers a subsequent Covered Loss resulting from the same Accident that caused the Coma, the Coma Benefit Maximum will be recalculated and reduced by the additional benefits paid.

In no event will the total benefit amount paid exceed the Principal Sum.

No benefit is payable for the first 31 days a person is Comatose. Thereafter, the Coma Benefit payable is a monthly amount equal to 1% of the Principal Sum, for each month the person remains in a Coma due to the Injury. The most We will pay for any combination of Covered Losses from any one Accident is the Principal Sum.

The benefit is payable monthly for 11 months up to the Coma Maximum Benefit Amount. We will pay the remainder of the Principal Sum as a lump sum, if any balance remains after the last payment. Only one benefit is provided for any one month of Coma, regardless of the number of Injuries causing the Coma. We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the benefit is payable when the person is Comatose for less than a full month.

The Coma benefit ceases on the earliest of:

- the date the person ceases to be Comatose due to that Injury;
- the date the person dies;
- the date the Coma Maximum Benefit Amount has been paid;
- the date We request an exam and it is not performed or the results are not given to Us; or
- the date We have not received Proof that the Coma continues.

We will not pay a Coma benefit if:

- no named Beneficiary survives You;
- no Beneficiary had been named; and
- no Immediate Family Member, to whom the benefit may be paid, survives You.

**Immediate Family Members** include: a Spouse, or a Domestic Partner, a Civil Union Partner, Your children, Your parents and Your brothers and sisters.

The amount payable for this benefit is as shown in the *SCHEDULE OF BENEFITS*.

## **5. COMMON CARRIER BENEFIT**

### **Basic & Supplemental Coverage**

We will pay this additional benefit if an Insured Person dies as a result of an Injury if:

- an Accidental Death Benefit is payable under the Policy for the deceased person;
- this benefit is in effect for the deceased person on the date of the Accident;
- We receive Proof that the Injury resulting in the death occurred while traveling in a Common Carrier; and
- the death occurred within 365 days as a result of an Injury sustained in the Accident.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers.

**Covered Loss** for this benefit means Paralysis or Loss of Both Arms or Both Legs, or Loss of Both Hands or Both Feet, or Loss of Sight in Both Eyes.

### **BENEFIT AMOUNT**

The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

## **6. FELONIOUS ASSAULT BENEFIT**

### **Basic & Supplemental Coverage**

If an Insured Person dies as a result of a Felonious Assault, We will pay this additional benefit if

- the Insured Person suffers one or more Losses for which benefits are payable as an AD&D Covered Loss under the Policy;
- We pay an accidental death benefit for the Insured Person;

- this benefit is in effect on the date of the Felonious Assault; and
- We receive Proof the Injury or death was caused as a result of a Felonious Assault by someone other than:
  - a) You;
  - b) an Immediate Family Member;
  - c) an Employee of the Policyholder; or
  - d) an individual who resides with You on a permanent basis.

**Felonious Assault** means any willful or unlawful use of force upon the Insured Person with the intent to cause bodily injury; and (2) that results in bodily harm to the Insured Person; and (3) that is a felony in the jurisdiction in which it occurs.

The Felonious Assault must be reported to the police agency having jurisdiction as soon as reasonably possible or be certified In Writing by the police agency having jurisdiction. A copy of the Written report or verification must be provided to Us.

**Immediate Family** means:

- Your Spouse; and
- Your and Your Spouse's children, parents, siblings, grandparents and grandchildren.

#### **BENEFIT AMOUNT**

Only one benefit is payable for all losses as a result of the same Felonious Assault. We will pay this benefit in one sum to You, if alive, otherwise to Your Beneficiary. The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

### **7. HEARING AID OR PROSTHETIC DEVICE BENEFIT**

#### **Basic & Supplemental Coverage**

If the Insured Person sustains a Covered Loss as a result of an Accident, for which benefits are payable under the Accidental Death and Dismemberment Benefit, which requires the use of a hearing aid or a prosthetic device, We will pay an additional Hearing Aid or Prosthetic Device Benefit if:

- the hearing aid was obtained within one year of the Accident that resulted in the Covered Loss and was prescribed by a Physician; or
- the prosthetic device was obtained within one year of the Accident that resulted in Covered Loss and was prescribed by a Physician.

If the Insured Person dies as a result of the same Accident, the Accidental Death Benefit will be reduced by the amount paid under the Hearing Aid or Prosthetic Device Benefit.

#### **BENEFIT AMOUNT**

The Hearing Aid or Prosthetic Device Benefit amount is shown in the *SCHEDULE OF BENEFITS*.

### **8. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

#### **Basic & Supplemental Coverage**

If an Insured Person is injured as the result of an Accident, We will pay this one time additional benefit if:

- this benefit is in effect on the date of the Injury;
- We pay a benefit for a Covered Loss under the Policy for the injured person; and
- due to the Injury:
  - a) alterations to the primary residence of the Insured Person are required in order to make the residence habitable by that person; or
  - b) alteration to one Automobile owned or leased by You or Your Dependent is necessary in order to make the Automobile drivable by, or accessible to, the person who sustained the Injury; and
- Proof of payment for the home or Automobile modification is provided to Us.

The alterations to the primary residence of the person who suffered the Injury must be completed by a licensed contractor with experience in such alterations.

The home alteration expenses may include installing ramps, widening doors, and lowering cabinets. They do not include remodeling expenses that have no direct relationship to providing home accessibility.

The alterations to the Automobile must be:

- carried out by a person or persons with experience in such alterations; and
- the alteration complies with any applicable laws or requirements for approval by the appropriate government authorities governing vehicle alterations.

#### **BENEFIT AMOUNT**

The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

#### **9. MEDICAL EVACUATION EXPENSE BENEFIT**

If an Insured Person sustains a Covered Loss as a result of an Injury that requires medical evacuation, We will pay an additional Medical Evacuation Expense Benefit for charges incurred for transportation to a Hospital, Health Facility or Institution and related medical care of the Insured Person.

The Medical Evacuation Expense Benefit amount is shown in the *SCHEDULE OF BENEFITS*.

#### **10. REHABILITATION PHYSICAL THERAPY BENEFIT**

##### **Basic & Supplemental Coverage**

If an Insured Person sustains an Injury that results in one or more of the Covered Losses shown on the *AD&D COVERED LOSS SCHEDULE*, We will pay this additional benefit if:

- We pay a benefit under the Policy for a Covered Loss resulting from the Accident;
- We receive Proof that Rehabilitative Physical Therapy has been prescribed by the attending Physician within 365 days of the Injury;
- such Rehabilitative Physical Therapy is provided within 2 year(s) of the prescription by a Physician or therapist licensed to provide the therapy in the jurisdiction where such services are performed; and
- this benefit is in effect on the date of the Accident.

**Rehabilitative Physical Therapy** means physical therapy prescribed to treat a physical condition related to the Injury.

#### **BENEFIT AMOUNT**

The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

We will pay a benefit on behalf of each such person prescribed rehabilitative physical therapy and meeting the above requirements.

We will pay this benefit annually when We receive Proof that charges for rehabilitative physical therapy have been paid. Payment will be made to You, if alive, or to the person who paid the charges.

#### **11. REPATRIATION OF REMAINS BENEFIT**

##### **Basic & Supplemental Coverage**

We will pay an additional benefit for the preparation and transportation of an Insured Person's body who dies as a result of to an Injury, if:

- an Accidental Death Benefit is payable under the Policy for loss of that person's life;
- this benefit is in effect for the decedent on the date of the Accident causing the Injury; and
- We receive Proof that death occurred at least 100 miles from the decedent's principal place of residence.

#### **BENEFIT AMOUNT**

The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

## 12. SEAT BELT USE AND AIR BAG BENEFITS

### A. SEAT BELT USE

#### Basic & Supplemental Coverage

If an Insured Person dies or suffers a Covered Loss as a result of an Injury, such that an Accidental Death or dismemberment benefit is payable for the deceased person under the Policy, We will pay this additional Seat Belt benefit if:

- This benefit is in effect for the decedent on the date of the Automobile accident; and
- We receive Proof that person:
  - a) was driving or riding as a private passenger in an Automobile; and
  - b) was wearing a properly fastened, original, factory-installed Seat Belt; or if the Insured Person is a child, a properly installed and fastened child restraint device as defined by state law; and
  - c) died or suffered a Covered Loss as a result of an Injury sustained in the Automobile accident.

Verification of the actual use of the Seat Belt, at the time of the Accident, upon impact, must be a part of an official police report of the Accident or be certified, In Writing, by the investigating officer(s). A copy of such certification must be submitted to Us with the claim for benefits.

**Seat Belt** means a fastened, original, factory-installed seat belt (or child restraint if the Insured Person is a child) lap and shoulder restraint and is not altered after the installation.

#### BENEFIT AMOUNT

The amount payable is as shown in the *SCHEDULE OF BENEFITS*. No benefit is payable if the Insured Person is Intoxicated at the time of the Accident as defined by the jurisdiction where the Accident occurred and is the operator of a vehicle involved in the Accident.

### B. AIR BAG BENEFIT

#### Basic & Supplemental Coverage

If an Insured Person dies or suffers a Covered Loss as a result of an Injury while driving or riding as a passenger in an Automobile, We will pay an additional Air Bag benefit if:

- a Seat Belt Use benefit is payable under the Policy for the Insured Person;
- the Automobile is equipped with an Air Bag(s); and
- if the person is positioned in a seat protected by a properly functioning, original, factory-installed Air Bag that inflates on impact.

Verification of the actual use of the Seat Belt, at the time of the Accident, and that the Air Bag inflated properly upon impact, must be a part of an official police report of the Accident or be certified, In Writing, by the investigating officer(s). A copy of such certification must be submitted to Us with the claim for benefits.

**Air Bag** means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

#### BENEFIT AMOUNT

The amount payable is as shown in the *SCHEDULE OF BENEFITS*.

### 13. SPOUSE TUITION BENEFIT

#### Basic & Supplemental Coverage

If You die as a result of an Injury, We will pay this additional Tuition benefit if:

- We pay an Accidental Death Benefit for You; or
- a Covered Loss benefit as defined in this provision, is payable under the Policy;
- We receive Proof that on the date of death Your Spouse or Domestic Partner was:
  - a. enrolled as a Full-Time student in an Institution of Higher Learning; or
  - b. subsequently enrolls as a Full-Time student in an Institution of Higher Learning, or professional or trade training program, within 6 months after the date of Your death.

The benefit will be paid for each year of continuous enrollment in an Institution of Higher Learning or professional or trade training program. The total amount of the benefit for all institutions and programs combined each year is equal to the least of the amounts shown in the *SCHEDULE OF BENEFITS*.

**Covered Loss** for this benefit means Paralysis or Loss of Both Arms or Both Legs, or Loss of Both Hands or Both Feet, or Loss of Sight in Both Eyes.

**Institution of Higher Learning** means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, community college, or trade school.

**Full-Time as used with the Tuition Benefit** means a full course load as defined by the accredited Institute of Higher Learning.

#### BENEFIT AMOUNT

The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

The Tuition Benefit will be the lesser of:

- the Tuition Charges incurred;
- a percentage of Your Principal Sum; or
- the Maximum Amount.

**Tuition Charges** means the actual tuition charged, including the actual cost of the materials needed. Tuition Charges do not include room and board.

We will pay this benefit when We receive Proof that tuition charges have been paid. Payment will be made to the Spouse.

A Spouse who ceases to be enrolled as described above becomes permanently ineligible for the benefit, even if he or she re-enrolls at a later date. The benefit is not payable for any term of enrollment that begins before the date of Your death.

We may require Proof of the Spouse's continued enrollment as a Full-Time or Part Time student during the period for which a benefit is claimed.

#### When will payments terminate?

The Spouse Tuition Benefit will no longer be payable on the first to occur of:

- the date on which the maximum benefit period is reached;
- the date the overall maximum benefit is reached; or
- the end of the 12th consecutive month during which the Spouse has not furnished Proof of Tuition Charges to Us.

### 14. THERAPEUTIC COUNSELING BENEFIT

#### Basic & Supplemental Coverage

We will pay an additional benefit if an Insured Person suffers an Injury if:

- We pay a benefit for a Covered Loss resulting from the Injury;
- this benefit is in effect on the date of the Accident;
- We receive Proof that Therapeutic Counseling has been prescribed for:
  - a) You;

- b) Your Spouse; or
- c) Your Child; and
- d) the injured person;
- Therapeutic Counseling begins within 31 days of the Accident; and
- Therapeutic Counseling must be completed within 1 year(s) from the date of the Accident.

***Therapeutic Counseling*** means prescribed counseling to treat an emotional or psychological condition resulting from the Injury, provided by a licensed therapist or counselor who is registered or certified to provide psychological treatment or counseling.

#### **BENEFIT AMOUNT**

The amount payable for this additional benefit is as shown in the *SCHEDULE OF BENEFITS*.

We will pay this benefit quarterly when We receive Proof that charges for Therapeutic Counseling Expenses have been paid.



## LIFE INSURANCE CONVERSION OPTION

### CONVERSION OPTION FOR YOUR LIFE INSURANCE

If group life insurance on You ends, or is reduced, for any of the reasons stated in the *Entitled To Convert* provision, and the amount lost is not replaced by the Policyholder with new group life insurance, You may have the option to buy an individual policy of life insurance ("new policy") during the Conversion Period. The conversion option does not apply to accidental death and dismemberment benefits.

Your right to convert is subject to the conditions and requirements of this section. Evidence of Your Insurability will not be required.

### ELIGIBILITY

You are eligible to convert if:

- you reside in a state or territory of the USA where a conversion policy is authorized to be issued on the date Your group life insurance ends or is reduced; or
- you establish residency in a state or territory of the USA where a conversion policy is authorized to be issued within Your conversion eligibility period; and
- your life insurance ends for any of the reasons stated in the *Entitled to Convert* provision.

### ENTITLED TO CONVERT

You are Entitled To Convert only if:

1. Your life insurance ends because:

- you cease to be in an eligible class;
- your employment ends;
- the Policy ends;
- the Policy is amended to end all life insurance for Your eligible class;
- any period of continued insurance has expired; or
- your portability coverage, if any, ends.

2. Your life insurance is reduced,

- on or after You attain an age specified in the *SCHEDULE OF BENEFITS*;
- because You change from one eligible class to another; or
- due to a change to the Policy.

If the policy is cancelled and the Policyholder replaces it with another group life insurance policy for which You are eligible to enroll, You may only convert the maximum amount of group life insurance that was not replaced, if any.

A reduction in the amount of life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

In no event will You be entitled to convert if Your coverage under the Policy ceased due to non-payment of the required premium. Additional benefits or riders provided under the Policy will not be converted to the new policy.

If You have ported insurance as described in the Portability section, the new certificate will include a conversion provision that allows for the conversion of ported insurance if and when the ported insurance ends.

### MAXIMUM BENEFIT

The maximum amount of insurance that You may elect to convert to the new policy is the amount of life insurance that ends under this certificate, minus any other group life insurance for which You become eligible during the Conversion Period.

## **CONVERSION PERIOD AND ENROLLMENT**

If life insurance on You ends or is reduced, Written notice of Your right to convert will be given to You by the Policyholder or by an administrator designated by the Policyholder. If You choose to convert Your life insurance, We must receive a completed conversion application from You within the Conversion Period.

The Conversion Period is 31 days following the date life insurance ends or is reduced. During the Conversion Period, life insurance on You will continue under the terms of this certificate.

If You elect not to convert the full amount of life insurance available during the Conversion Period, You will not have the right to convert that amount at a later date.

If You are given Written notice of the right to convert within 15 days of the date life insurance on You ends or is reduced, the Conversion Period will begin on the date life insurance ends or is reduced the right to convert will expire on the later of 16 days after notice is given or the end of the Conversion Period.

If You are given Written notice of the right to convert more than 15 days after the date life insurance on You ends or is reduced, the Conversion Period will begin on the date such life insurance ends or is reduced will expire the later of 15 days from the date of such notice or the end of the Conversion Period. In no event will the right to convert exceed 91 days from the date life insurance ends or is reduced.

Notice will be given to You or mailed to Your last known address by the Policyholder or the Policyholder's designee and shall constitute notice of the right to convert.

The right to convert is subject to Our receipt within the Conversion Period of:

- a completed Written application form; and
- the first premium due for the new policy.

## **CONDITIONS AND LIMITATIONS OF THE NEW POLICY**

1. The new policy:

- may be on any form then customarily offered excluding term life insurance;
- will take effect on the 32<sup>nd</sup> day after the date Your life Insurance ends or is reduced, provided You are alive on that date; this will be the case regardless of the duration of the Conversion Period.
- will be issued without any additional benefits that may be provided in this plan disability benefits an accidental death and dismemberment benefit, an accelerated Death Benefit option, waiver of premium benefit or any other rider or additional benefit.

2. Premium rates for the new policy will be based on:

- our customary rates then in use;
- the type and amount of insurance for which You enroll;
- the class of risk to which You belong; and
- your age on the effective date of the new policy.

3. If the new policy contains a provision which restricts the time within which benefits would be payable as a result of suicide or restricts the time within which coverage under the new policy can be contested, such time periods will be deemed to have begun at the time You were first covered under this certificate.

4. To continue insurance under the new policy, the premium must continue to be paid as required under the terms of the new policy. Premium may be paid in any mode of payment customarily offered.

## **DEATH BENEFIT PAYABLE DURING THE CONVERSION PERIOD**

If You die during the Conversion Period, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve the claim, We will pay the Beneficiary the amount You were entitled to convert.

The amount of the benefit is equal to the amount of life insurance benefit under the Policy that You were entitled to convert exclusive of additional benefits. It is payable even if You did not apply for conversion. It is payable even if You did not pay the premium for conversion.

If application has been made for a conversion policy and premium was submitted, the submitted premium will be refunded to Your Beneficiary as determined under the provisions of this certificate. It is payable when We receive Proof of Your death and We approve the claim.

In no event will We be liable to pay a Death Benefit under the conversion policy and this plan.

In no event will We be liable to pay a Death Benefit for both the coverage that You were entitled to convert and the coverage You were entitled to Port, if any.

In no event will We be liable to pay a Death Benefit under the new portability policy and this plan.

If You die during the Conversion Period and an application has been made for a portability coverage in an amount greater than the amount You were entitled to convert under the certificate, premium was paid and Your application was approved by Us, We shall pay the amount of insurance for which You were approved under the terms of the portability policy, exclusive of additional benefits. In no event will We be liable to pay a Death Benefit for the amount You were entitled to convert and the amount You ported to the new portability policy.

If the portability application is not approved, We will pay the amount You were entitled to convert under this certificate, exclusive of additional benefits. Any premiums paid for portability coverage will be refunded. In no event will We be liable to pay a death benefit for both the coverage that You were entitled to convert and the coverage that You were entitled to port, if any.

## **CONVERSION OPTION FOR DEPENDENT LIFE INSURANCE**

If life insurance on a Dependent ends or is reduced for any of the reasons stated in the *Entitled To Convert* provision, You, or Your Dependent may have the right to buy an individual policy of life insurance ("new policy") on the Dependent on whose life insurance ended or was reduced. A person's right to convert is subject to the conditions and requirements of this section. Evidence of the Dependent's insurability will not be required. The conversion option does not apply to accidental death and dismemberment benefits.

### **ELIGIBILITY**

A Dependent is eligible to convert if:

- the Dependent resides in a state or territory of the USA where a conversion policy is authorized to be issued on the date Your group life insurance ends or is reduced;
- the Dependent establishes residency in a state or territory of the USA where a conversion policy is authorized to be issued within the Dependent's conversion eligibility period; and
- the Dependent qualifies under the *Entitled To Convert* provision.

### **ENTITLED TO CONVERT**

1. You will have the right to convert life insurance on a Dependent that ends for any reason other than:

- nonpayment of premium;
- a Spouse ceasing to be a Spouse as defined in this certificate; or
- a Child attaining the limiting age for coverage under this certificate.

2. You may convert a Dependent's life insurance if it is reduced:

- on or after the Dependent attains a specified age shown in the *SCHEDULE OF BENEFITS*;
- because You changed from one eligible class to another; or
- due to a Policy change.

3. A Dependent will have the right to convert when life insurance on such Dependent ends because:

- with respect to life insurance on a Spouse, You die, or such Spouse ceases to be a Spouse as defined in this certificate; or
- with respect to life insurance on a Child, You die, or such Child attains the limiting age for coverage under this certificate.

A reduction in the amount of Dependent life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

Additional Dependent benefits or riders provided under the Policy will not be converted to the new policy.

If You have Ported Dependent life insurance as described in the Portability section, the new certificate will include a conversion provision that allows for the conversion of ported Dependent life insurance if and when the ported insurance ends.

### **MAXIMUM BENEFIT**

The maximum amount of insurance that may be elected to convert to the new policy is the amount of life insurance on that Dependent that ends under this certificate, minus the amount of any other group life insurance for which You become eligible for during the Conversion Period.

If any portion of a Dependent's life insurance is not converted during the Conversion Period, You or the Dependent will not have the right to convert additional insurance at a later date.

### **CONVERSION PERIOD AND ENROLLMENT**

If life insurance on a Dependent ends or is reduced, Written notice of the right to convert will be given by the Policyholder or by an administrator designated by the Policyholder. If You or a Dependent choose to convert as stated above, We must receive a completed conversion application form within the Conversion Period.

The Conversion Period is 31 days following the date life insurance for a Dependent ends or is reduced. During the Conversion Period, life insurance on the Dependent will continue under the terms of this certificate.

If You or Your Dependent are given Written notice of the right to convert Dependent insurance within 15 days of the date life insurance on You or Your Dependent ends or is reduced, the right to convert will expire on the later of 16 days after notice is given or the end of the Conversion Period.

If You or Your Dependent are given Written notice of the right to convert Dependent insurance more than 15 days after the date life insurance on You or Your Dependent ends or is reduced, the Conversion Period begins on the date such life insurance ends or is reduced and expires the later of 15 days from the date of such notice or the end of the Conversion Period. In no event will the right to convert exceed 91 days from the date life insurance ends or is reduced.

Notice will be given to You or mailed to Your last known address by the Policyholder or the Policyholder's designee and shall constitute notice of the right to convert.

If You elect not to convert Your Dependents reduced amount of life insurance during the conversion period, You will not have the option to convert the reduced amount at a later date.

Evidence of Insurability is not required during the Conversion Period.

The right to convert is subject to Our receipt within the Conversion Period of:

- a completed Written application form; and
- the first premium due for the new policy.

In the event evidence of insurability is required for the portability option, and Your Dependent's evidence of

insurability is not approved, We will give You a new Written notice of Your right to convert Your Dependent's insurance without evidence of insurability, and that right will expire 31 days after the date such notice was given.

#### **CONDITIONS AND LIMITATIONS OF THE NEW POLICY**

1. The new policy:
  - may be on any form then customarily offered excluding term life insurance;
  - will take effect on the 32<sup>nd</sup> day after the date Dependent life Insurance ends or is reduced, provided the Dependent is alive on that date; this will be the case regardless of the duration of the Conversion Period.
  - will be issued without any additional benefits that may be provided in this plan disability benefits an accidental death and dismemberment benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit.
2. Premium rates for the new policy will be based on:
  - our customary rates then in use;
  - the type and amount of insurance elected;
  - the Dependents class of risk; and
  - the Dependent's age on the effective date of the new policy;
3. If the new policy contains a provision which restricts the time within which benefits would be payable as a result of suicide or restricts the time within which coverage under the new policy can be contested, such time periods will be deemed to have begun at the time You were first covered under this certificate.
4. To continue insurance under the new policy, the premium must continue to be paid as required under the terms of the new policy. Premium may be paid in any mode of payment customarily offered.

#### **DEPENDENT DEATH BENEFIT PAYABLE DURING THE CONVERSION PERIOD**

If a Dependent dies within the Conversion Period, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it will pay the Beneficiary the amount that could have been converted.

The amount of the benefit is equal to the amount of life insurance benefit under this plan that You were entitled to convert exclusive of additional benefits. It is payable even if You did not apply for conversion. It is payable even if You did not pay the premium for conversion.

If application has been made for a conversion policy and premium was submitted, the submitted premium will be refunded to the Beneficiary as determined under the provisions of this certificate. It is payable when We receive Proof of Your Dependent's death and We approve the claim.

If Your Dependent dies during the Conversion Period and an application has been made for a portability coverage and premium was paid We will pay the amount of life insurance, exclusive of additional benefits, that Your Dependent was entitled to convert under the terms of this certificate. Any premiums paid for the portability coverage shall be refunded to You as determined under the provisions of this certificate. It is payable when We receive Proof of Your Dependent's death and We approve the claim. In no event will We be liable to pay a Death Benefit under the new portability policy and this plan.

If Your Dependent dies during the Conversion Period and an application has been made for a portability coverage in an amount greater than the amount Your Dependent was entitled to convert under the certificate, premium was paid and Your application was approved by Us, We shall pay the amount of insurance for which You Dependent was approved under the terms of the portability policy, exclusive of additional benefits. In no event will We be liable to pay a Death Benefit for the amount Your Dependent was entitled to convert and the amount You ported to the new portability policy.

If the portability application is not approved, We will pay the amount Your Dependent was entitled to convert under this certificate, exclusive of additional benefits. Any premiums paid for portability coverage will be refunded. In no event will We be liable to pay a death benefit for both the coverage that Your Dependent was entitled to convert and the coverage that You were entitled to port, if any.

### **LIFE INSURANCE PORTABILITY OPTION**

This Section describes when and how You may continue Portable Eligible Insurance under a Portability Plan when all or part of Your coverage under This Plan ends. Enrollment in the Portability Plan is voluntary. When discussing the act of continuing insurance under Your insurance under This Plan, the terms “Port”, “Portable”, “Ported”, or “Porting” may be used.

Any reference made herein to Dependent coverage will only apply if Dependent coverage was in force under this Certificate on the date they become eligible to Port.

The Portability Plan will be issued under a new group insurance policy (“Portability Policy”). You will be issued a new certificate that will describe the benefits of the portability plan.

The terms and condition of the Portability Plan will Not be the same as those under This Plan. The amount of insurance available under the Portability Plan may Not be the same as the amount under This Plan. The new certificate will include a conversion option that allows You and Your Dependents to convert if portability coverage ends at any time.

### **BENEFITS AVAILABLE FOR CONTINUATION UNDER THE PORTABILITY PLAN**

For purposes of this section the term “Portable Eligible Insurance” means:

- Insurance shown as “Portable Eligible Insurance” in the *SCHEDULE OF BENEFITS*; and
- Insurance shown as “Dependent Portable Eligible Insurance” in the *SCHEDULE OF BENEFITS*.

### **BENEFITS NOT AVAILABLE UNDER THE PORTABILITY PLAN**

The following benefits, even if included in This Plan, are **Not** available under the Portability Plan:

- Your AD&D Benefits; and
- Dependent AD&D Benefits.

### **PORTABLE ELIGIBLE INSURANCE AMOUNTS**

1. The maximum amount of insurance available to Port is shown on the *SCHEDULE OF BENEFITS*.
2. At the time of election, a person can elect a lesser amount of insurance, as long as the amount is:
  - not less than the minimum amount available under This Plan for Your eligible class; or
  - more than the amount for Your Spouse or Child; and
  - permitted by any applicable law.

### **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of this provision. You will have the right to elect Portable Eligible Insurance if You meet the Eligibility Criteria and:

1. Your Portable Eligible Life Insurance ends because:
  - your employment ends for any reason other than retirement;
  - you cease to be in an eligible class for such insurance; or
  - this Plan is terminated, unless it is replaced by similar insurance under another policy issued to the Policyholder, or its successor, for which You are, or become eligible.

2. You may choose to Port the amount of insurance lost under This Plan if Your Portable Eligible Insurance is reduced due to:
  - your age; or
  - an amendment to the This Plan which reduced the amount of insurance for Your eligible class.
3. You may elect to Port insurance for Your Dependents under this provision only if You elect to Port Your own Portable Eligible Insurance; except:
  - a. Your Spouse may choose to Port his or her own insurance if Portable Eligible Spouse Insurance ends because:
    - you die;
    - your marriage ends in divorce or annulment; or
    - your Domestic Partnership or Civil Union relationship ends.
  - b. A Child may request Portability Eligible Child Insurance on his or her own life if that insurance ends because Your Child no longer meets the definition of Child because of his or her age.

## ELIGIBILITY CRITERIA

### ELIGIBILITY CRITERIA FOR YOU

1. You may be eligible to Port if This Plan is in effect and on the date You qualify to Port, You meet all of the following conditions:
  - be Actively-At-Work, or on an approved leave of absence;
  - be less than age 70;
  - the amount of Your life insurance in effect is at least \$10,000;
  - reside in a jurisdiction that permits this portability feature; and
  - be covered under This Plan.
2. You may **NOT** elect to continue any insurance under this provision if on the date You would qualify to Port insurance under This Plan ended because:
  - you retired;
  - the Policy for This Plan is terminated;
  - the Policyholder has gone out of business;
  - your life insurance has been converted to an individual life policy in accordance with This Plan's conversion privilege;
  - you are in active military service;
  - your life coverage is being continued in This Plan, or You have applied to have Your coverage continued under This Plan for any reason;
  - you have applied for, or been approved for, Waiver of Premium;
  - you failed to pay any premium due under This Plan;
  - you have applied for, or been approved for an Accelerated Benefit Option; or
  - the Policy is terminated and is replaced by group life insurance from any carrier for which You are, or become eligible within the Portability Notice Period; or
  - you are ill or injured and away from work on the date Your coverage ends under This Plan.

### DEPENDENT ELIGIBILITY CRITERIA

You are eligible for Portability coverage for Your insured Dependent if You are eligible for, and elect, Portability coverage for Yourself subject to the following conditions:

1. Your Dependent must meet the following condition(s):
  - be covered under This Plan; and

- reside in a jurisdiction that permits this portability feature; and

(a) For a Spouse:

- be under age 70;
- the amount of life insurance in effect under This Plan is at least \$1,000;

(b) For a Child

- The amount of Your Child's life insurance in effect under This Plan is at least \$1,000.

2. A Dependent is **NOT** eligible to Port if:

- this Plan is terminated by the Policyholder prior to his or her enrollment in the Portability Plan;
- coverage under This Plan is terminated and replaced by like coverage under another group insurance policy for which Your Dependent is eligible;
- coverage has been converted to an individual life policy in accordance with This Plan's conversion privilege.
- coverage ended because You failed to pay the required Dependent premium under the terms of This Plan; or
- you have applied for, or been approved for a Dependent Accelerated Benefit Option;
- your Dependent is in active military service; or
- a Child has less than 12 months to reach the age where he or she will not meet This Plan's definition of a Child, You cannot Port the Child's insurance with Your life insurance. See item #3 below for how a Child can Port on his or her own life.

3. A Child whose coverage is terminated because he or she no longer meets the definition of a Child under This Plan, due to his or her age, may request Portable Eligible Child Insurance on his or her own life if on the date coverage ends if:

- the Child has been covered under This Plan;
- the amount of insurance in effect in This Plan for the Child is at least \$1000; and
- the Child resides in a jurisdiction that permits this portability feature.

## ELECTING PORTABILITY

An eligible person may elect coverage within 31 days after Portable Eligible Insurance under This Plan ends. This timeframe is the Portability Election Period. Evidence of insurability is not required for amounts up to the Portable Guaranteed Issue Amount shown in the *SCHEDULE OF BENEFITS*.

To elect coverage, a person must submit to Us:

- a completed a portability election form obtained from the Policyholder or Us;
- the first premiums due as shown in the enrollment form.

## DEATH DURING THE PORTABILITY ELECTION PERIOD

The right to elect coverage under the Portability Plan does not affect Your coverage under the *"Death Benefit Payable During the Conversion Period"* provision of This Plan.

If You, or a Dependent die within the first 31 days of the Portability Election Period and:

- We have not received a portability election form, We will pay the insurance benefit in accordance with the *"Death Benefit Payable During the Conversion Period"* under This Plan.
- a portability election form is received by Us during the first 31 days of the Portability Election Period, We will determine if the insurance qualifies for payment under the section entitled *"Death Benefit Payable*



*During the Conversion Period*". If it qualifies, the amount We will pay will be limited to the amount the deceased person was entitled to convert.

If a Death Benefit is not payable under the Portability Plan, any premiums paid for portability on behalf of the deceased person will be refunded. In no event will We be required to pay the Death Benefit under the conversion, portability, and the continuation provisions under both a new Ported certificate and this plan.

**Coverage amounts NOT eligible to Port, or that You elect NOT to Port, may be converted to an individual policy in accordance with This Plan's conversion privilege.**

#### **PREMIUMS FOR THE PORTABILITY CERTIFICATE**

All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

The first premiums must be paid in accordance with the instructions on the portability election form. Coverage will not become effective until the first full premium due is received by Us.

#### **DEFINITIONS**

##### **TERMS USED THROUGHOUT THIS SECTION HAVE THE FOLLOWING MEANINGS:**

**Former Dependent** means Your prior spouse, domestic or Civil Union partner, or adult Child who is Porting coverage as the Certificateholder.

**Port, Ported, and Porting** mean to continue eligible insurance from This Plan under a Portability Plan in accordance with the stated conditions and requirements in the Prior Plan.

**Portable** Guaranteed Issue Amount means the amount of group term life insurance You or Your Dependent are eligible to Port without Evidence of Insurability. This is shown on the *SCHEDULE OF BENEFITS*.

**Portability Election Period:** Is the timeframe permitted for an eligible person to enroll in Port without Evidence of Insurability up to the Portable Guaranteed Issue Amount.

**Portable Eligible Insurance** means as shown on the *SCHEDULE OF BENEFITS*:

- the amount of Basic Supplemental Life Insurance in effect under This Plan an Insured Person is eligible to Port; and
- the amount of Basic Supplemental AD&D Insurance in effect under This Plan an Insured Person is eligible to Port.

**Portability Plan** means the group term life plan that You may be eligible to enroll when coverage ends under This Plan.

**Portability Policy** means the group insurance policy under which You may elect to continue This Plan's group term life insurance.

**Preferred Rate Premium** means the lower premium rates available to a person who submits satisfactory Evidence of Insurability with the portability election form.

**This Plan** means the insurance provided under this certificate by the Policyholder.

## GENERAL PROVISIONS

### ENTIRE CONTRACT

Insurance is provided for Insured Persons under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- the Policy and its Exhibits,
- the certificate(s) attached to the Policy;
- the Policyholder's application; and
- any amendments and/or endorsements to the Policy.

For purposes of Effective Dates and ending dates under the Policy, all days begin at 12:01 a.m. Standard Time at the Policyholder's address and end at 12:00 midnight Standard Time at the Policyholder's address where the Policy was issued.

No document may be incorporated by reference.

### POLICY CHANGES OR WAIVERS

The terms and provisions of this policy, a Certificate, and an Exhibit issued under this policy may be changed, at any time, without the consent of the Insured Persons or anyone else with a beneficial interest in it.

Only the president and secretary of CAIC can approve a change. We will only make changes that are consistent with Interstate Insurance Product Regulation Commission standards. The waiver or change must be in Writing and signed by one of Our Officers. No other person, including an agent, may change this policy or waive any part of the Policy. We may issue riders, endorsements, or amendments signed by one of Our officers to affect such changes. and these forms are subject to prior approval by the Interstate Insurance Product Regulation Commission. No rider, endorsement, or amendment will affect the insurance provided under Certificates until the Effective Date of the change, unless retroactivity is required by the Interstate Insurance Product Regulation Commission. Any rider, endorsement, or amendment added to the Policy after the date of issue that diminishes rights, benefits, or coverage in the Policy shall require signed acceptance by the Policyholder. A copy of any rider, amendment, or endorsement issued will be provided to the Policyholder for attachment to the Policy and provided to the Certificateholder if the change affects the Certificate.

### BENEFICIARY DESIGNATION AND CHANGES

#### Choosing a Beneficiary

It is important that You name Your Beneficiary and keep Your designation current. You may name a person or entity as Your Beneficiary. A primary Beneficiary is the person(s) or entity You designate in Writing to receive insurance benefits if You should die while You are insured under the Policy.

You may name more than one primary Beneficiary. If You name more than one primary Beneficiary, benefits will be paid out equally unless You stipulate otherwise In Writing.

You may also name a contingent Beneficiary. A contingent Beneficiary will receive the life insurance benefit if there is no living primary Beneficiary at the time of Your death.

If no Beneficiary is named, or if no named Beneficiary survives You, We may, at Our option, pay:

- up to \$500 of Your life insurance to any party that We deem is entitled because of their payment of Your burial expenses;
- the executors or administrators of Your estate; or
- Your surviving relatives in the following order:
  - a) all to Your surviving Spouse; or
  - b) if no Spouse, or if Your Spouse does not survive You, in equal shares to Your surviving children; or
  - c) if no Child survives You, in equal shares to Your surviving parents; or
  - d) Your sibling(s).

We will be released from further liability for any amount so paid.

### **If Your Beneficiary Is A Minor Or Lacks Legal Capacity**

The method of payment will differ if Your *Beneficiary* is a minor or a person who lacks legal capacity to give Us a valid release for payment of any Death Benefit. We will issue the payment, as permitted by applicable state law as follows:

- to the guardian of Your Beneficiary's estate;
- the custodian of the Beneficiary's estate under the Uniform Transfer to Minors Act; or
- an adult caretaker/legal guardian.

At Our option, We may pay up to \$500 to the person or institution that appears to have assumed the custody and main support of the Beneficiary. The amount payable is solely determined by Us. This payment is made in good faith satisfies Our legal duty to the extent of that payment and We will not have to make payment again.

We will be fully discharged of its duties once We have paid Your benefit. We are not responsible for how the payment is used.

### **Changing A Beneficiary**

You may change a Beneficiary at any time while You are living. The change must be made by Written request using a form satisfactory to Us. Your Written request to change the Beneficiary must be on file with the Policyholder. When the Policyholder receives the change, it will take effect as of the date You Signed it whether You are living or not, unless otherwise specified by You. The change will be subject to any payments We have made, or actions taken by Us prior to receipt of this notice.

You are the only person who can name or change Your Beneficiary. No other person may change Your Beneficiary on Your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment unless the appointment specifically states that the agent may change the Beneficiary under this certificate. You do not need a Beneficiary's consent to make a change unless an irrevocable designation (one that cannot be changed without the consent of the irrevocable Beneficiary) has been made.

We will pay Death Benefits in accordance with the Beneficiary designation on record. Any payment made before the Policyholder receives a request for a Beneficiary change will be made to the previously designated Beneficiary. The change will not apply to any payment made in good faith by Us before the change request was recorded by the Policyholder.

### **Beneficiary For Dependent Insurance**

We will pay You as the Beneficiary for Dependent insurance for Life and/or Accidental Death and Dismemberment Insurance, if You are alive. If You are not alive, at Our option, We may pay Your surviving Spouse if living, or Your estate. Any payment made in good faith will discharge Our liability to the extent of such payment.

### **Simultaneous Death**

If a Beneficiary dies on the same day You die, or within 24 hours of Your time of death, the claim will be paid as if that Beneficiary had died before You.

If You and Your Dependent die within a 24 hour period, We will pay all payable benefits under the Policy to Your Beneficiary or, We may pay Your estate.

We will be fully discharged of Our duties once We have paid a benefit. We are not responsible for how the payment is used.

### **SUICIDE FOR LIFE INSURANCE BENEFITS (Supplemental Only)**

The suicide exclusion applies only to any amounts of insurance for which You pay part of the premium.

If You commit suicide before life insurance on You has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide before an increase other than a scheduled or automatic increase in life insurance on You has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will pay the Beneficiary the amount of life insurance in effect on the day before the increase, provided such insurance was in effect without interruption for a period of 2 years prior to Your suicide. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

If Your Dependent commits suicide before life insurance on such person has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

If Your Dependent commits suicide before an increase in life insurance on such person has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will pay to the Beneficiary the amount of life insurance in effect on the day before the increase provided such insurance was in effect without interruption for a period of 2 years prior to such person's suicide. Any premium You paid for the increase will be returned to You. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

### **ASSIGNMENT**

You may assign all of Your rights, privileges, and benefits under the Policy without the consent of a Beneficiary, unless an irrevocable Beneficiary has been named. The right of any Beneficiary to receive the death benefit under the policy shall be subject and subordinate to the rights of any assignees.

We will recognize the assignee(s) under such assignment as owner(s) of Your right, title, and interest in the Policy if:

- a Written form satisfactory to Us, affirming this assignment, has been completed;
- the Written form has been Signed by You and the assignee(s);
- the Policyholder acknowledges that the insurance being assigned is in force on the life of the assignor;
- the assignment is not prohibited by applicable law; and
- the Written form is received and registered by Us at Our home office.

The assignment will take effect as of the date the Written form has been Signed by You, unless otherwise specified by You. We will not be bound by an assignment until We receive and file a Signed copy. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the policy's provisions before receiving and registering an assignment. We will also not be responsible for the validity of any assignment.

If You have made an irrevocable Beneficiary designation, the irrevocable Beneficiary must consent In Writing to the assignment.

### **CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS**

This certificate was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of the certificate that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards as of the provision's effective date.

If the terms and provisions of this certificate do not conform to any applicable Federal law or regulation, this certificate will be interpreted to so conform.

### **TIME LIMIT ON 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 Proof has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of the time period provided by the state or jurisdiction in which the Policy was delivered.

## **INSURANCE FRAUD**

We have the right and will to use all means available to Us to detect, investigate, deter, and prosecute those who commit insurance fraud. We also have the right to pursue all legal remedies if You and/or the Policyholder perpetrate insurance fraud.

Insurance fraud occurs when You or the Policyholder knowingly and with intent to defraud or deceive Us, provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information, or conceals for the purpose of misleading, information concerning any material fact concerning the coverage sought or payment of benefits.

It is a crime if You or the Policyholder commit insurance fraud and You or the Policyholder may be guilty of a criminal offense and subject to penalties under state law.

## **NONCOMPLIANCE WITH POLICY REQUIREMENTS**

Any express waiver by Us of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by Us to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

## **CLERICAL ERROR**

A purely clerical error, which arises from other than a failure to perform administrative duties hereunder, whether by the Policyholder or Us, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided in the Policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insured Persons of procedural requirements.

## **MISSTATEMENT OF FACTS OR AGE**

If the material facts, including age, of the Insured Person were not accurate in the application to the Policy:

- a fair adjustment of premium will be made; and
- the true facts, including true age, will decide whether and in what amount of insurance is in force under the Policy.

## **INCONTESTABILITY**

Any statement made by an Insured Person, will be considered a representation and not a warranty.

No statement made by an Insured Person will be used to reduce or deny any claim or to cancel an Insured Person's coverage unless:

- the statement is In Writing on an enrollment form or evidence of insurability form that is Signed by the Insured Person; and
- a copy of that statement is given to the Insured Person, the Beneficiary or legally authorized representative.

No statement made by an Insured Person relating to his or her insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years. For any applied for increases in coverage or reinstatement of coverage, a new two year contestability period is applicable to the amount of the applied for increase or reinstated coverage. Fraudulent statements will be used to contest the insurance for which the fraudulent statement was made if the state where the certificate was delivered or issued for delivery permits such contests.

No statement will be used to contest the insurance under the policy unless the statement is material to the risk accepted by Us.

## **AGENCY**

For the purposes of the Policy, the Policyholder acts on its own behalf or as the agent of the Insured Person. Under no circumstances will the Policyholder be deemed the agent of Ours without Written authorization.

## **NON-PARTICIPATION POLICY**

The Policy is not entitled to share in surplus distribution.

## **ELECTRONIC TRANSACTIONS**

Any transaction relating to the Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law. Any notice required by the provisions of the Policy given by electronic means will have the same force and effect as notice given in Writing.

## **COMPLIANCE WITH ECONOMIC SANCTIONS LAW OR REGULATION**

Notwithstanding any other terms under the Policy, We shall not provide coverage nor will We make any payments or provide any service or benefit to any insured, Beneficiary, or third party who may have any rights under the Policy to the extent that such coverage, payment, service, benefit, or any business or activity of an Insured Person would violate any applicable trade or economic sanctions law or regulation.

## **WHEN PREMIUMS ARE PAID DIRECTLY TO US**

### **PREMIUM PAYMENTS**

All premiums payable directly to Us must be paid to our Administrative Office, or to an agent authorized by Us to collect premiums.

### **GRACE PERIOD WHEN PREMIUMS ARE PAID DIRECTLY TO US**

Each premium due directly from You for insurance provided under the Policy may be paid up to 31 days after its premium due date. This period is known as the grace period.

The insurance provided by this certificate for which premium has not been paid will stay in effect during the grace period. We will notify You In Writing that, if the premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If We fail to give Written notice by the end of the grace period, such insurance will continue in effect until the date notice is given.

### **IF YOU END INSURANCE DURING A GRACE PERIOD**

You may notify Us in Writing prior to the end of a grace period of Your intent to end insurance coverage provided under this certificate before the end of such grace period. In this case, such insurance will end on the later of:

- the date stated in the notice; or
- the date We receive the notice.

The Written notice to be given by Us and required by the first paragraph of this provision will not be necessary if You notify Us of Your intent to end insurance. If You replace the insurance provided by this certificate and for which premium has not been paid, with other group insurance but do not notify Us of Your intent to end the insurance provided under this certificate, these grace period provisions will apply.

If more than one type of insurance coverage is provided under this certificate then, to the extent there are different premium due dates or different length grace periods for such coverages, this grace period provision will apply to each coverage independently of the others.

If more than one type of insurance coverage is provided under this certificate, then to the extent such coverages have the same premium due dates and the same length grace period, this grace period provision will apply to all such coverages simultaneously so that in the absence of Written notice from You of Your intent to end a specific coverage, failure to pay the entire premium due by the end of the grace period will end all coverage under the certificate.

### **GRACE PERIOD EXTENSIONS**

We may extend a grace period by giving Written notice to You. Such notice will state the date insurance will end if the premium remains unpaid. Premiums must be paid for a grace period, any extension of the grace period, and any period insurance was in effect for which premium was not paid.

## CLAIM INFORMATION

### NOTICE OF CLAIM

Notice should be given as soon as is reasonably possible after a death. For all other claims, notice of claim must be given to Us within 90 days after the date of loss, or as soon thereafter as reasonably possible. Notice must be given to Us at Our Administration Office shown on the cover page of this certificate. Notice given by or on behalf of the claimant to Us with information sufficient to identify the Insured Person, is deemed notice of claim.

A claimant may give such notice by:

- writing to Us;
- by calling Us at the telephone number shown on the cover page of this certificate; or
- communicating electronically with Us at the Web address shown on this certificate.

Upon notice, a claim form will be sent to the claimant.

### SUBMIT A CLAIM

The claimant should complete the claim form and return it to Us with the required Proof as instructed in the claim form. No benefits will be paid until We receive Proof satisfactory to Us. Proof must be provided at the claimant's expense.

### PROOF

Proof includes a completed and signed claim form and Written evidence satisfactory to Us that a claimant has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof for a death claim must include a certified copy of the death certificate, or other lawful evidence providing equivalent information and Proof of the Beneficiary's interest in the proceeds. The document provided must show the cause of death.

### Proof of Total Disability must also include

- a Signed Physician's certification that You are Totally Disabled;
- a copy of:
  - (i) all medical records, lab and test results relating to Your Total Disability; and
  - (ii) all supporting documentation on which the Physician's certification is based.

### TIME LIMITS FOR PROOF

Proof should be sent to Us after a loss occurs. The time period Proof must be provided is stated below. Failure to give such Proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give Proof within that time, and the Proof was given as soon as reasonably possible. You must provide Proof no later than 1 year after the time Proof is otherwise required, except in the absence of legal capacity.

#### 1. DEATH BENEFIT CLAIM

1 year from date of death.

#### 2. WAIVER OF PREMIUM BENEFIT CLAIMS

Proof should be sent to Us as soon as reasonably possible, but in any event must be received by Us within 12 months of the date You satisfied the Waiting Period Your Permanently and Totally Disability began, except in the case of legal incapacity of the claimant.

#### 3. ALL OTHER CLAIMS

Notice of claim and Proof, satisfactory to Us, must be provided within 90 days of the date of loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that -90 day period.

If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent Proof of eligibility must be furnished at such intervals as We may reasonably require as stated in the specific benefit provision.

### **CLAIM REVIEW AND PAYMENT**

Upon Our receipt of Proof, We will review it. We will settle a claim following Our receipt of satisfactory Proof and any other information requested relating to the claim and such information is satisfactory to Us.

If We approve the claim, We will pay the benefit amount in effect on the date of the loss as follows:

- Immediately for any Covered Loss other than loss for which the Policy provides any periodic payment.
- Payment for all accrued benefits for a Covered Loss for which the Policy provides periodic payments will be paid at the expiration of each period for which the benefit is payable. Any balance remaining unpaid upon termination of Our liability will be paid immediately upon receipt of such Proof.

If the Proof is not sufficient to approve the claim, We will send a Written notice to the claimant stating that 1) We are extending the review period for an additional 90 days; or 2) that the claim is denied. If a claim is denied or the review period is extended, the notice will state the reasons for the extension or denial. The notice will also state the information required to complete the claim review, or to appeal a claim denial. Refer to the section entitled *ADDITIONAL CLAIMS INFORMATION* for more information on the claim review and appeal procedures.

### **PAYMENT OF FUNERAL EXPENSES**

We may, at Our option, deduct part of the life insurance payable to the Beneficiary for the purpose of reimbursing any person who incurred funeral expenses for an Insured Person's death. We may make such payment after We receive Proof that such expenses were incurred. The payment will be equal to the expense incurred, up to the maximum allowed for such payment as set forth in the law of the jurisdiction where the Policy is issued. Proof must be received by Us prior to Our payment of the death claim.

Any payment We make in good faith fully discharges Our liability to the extent of the payment made.

### **INTEREST ON DEATH BENEFITS**

Interest will accrue on the amount payable as a claim for life insurance from the date of an Insured Person's death. Such interest will accrue at the rate of interest applicable for funds left on deposit with Us.

Additional interest shall accrue at an effective rate of 10% annually, beginning 31 calendar days from the latest of the following until the claim is paid:

- the date that due Proof is received by Us;
- the date We receive sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- the date that legal impediments to payment of proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:
  - a) The establishment of guardianships and conservatorships;
  - b) The appointment and qualification of trustees, executors and administrators; and
  - c) The submission of information required to satisfy state or federal reporting requirements.

### **PHYSICAL EXAMINATION AND AUTOPSY**

At Our own expense, We have the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy as often as it may reasonably require during the duration of the claim. We may have an autopsy performed at Our expense where it is not forbidden by law.



**UNPAID PREMIUM DUE**

Proceeds payable for a claim will be reduced by the amount of any unpaid premium due and outstanding at the time We make payment.

**REFUND OF UNEARNED PREMIUM**

Any unearned premium will be refunded to the Policyholder or the claimant as applicable.

**OVERPAYMENT OF A CLAIM**

We have the right to recover any overpayments to a claimant due to fraud or Our error. A claimant must reimburse Us in full. We will not recover more money than the amount We overpaid. We will determine the method by which the repayment will be made.

**CLAIMS OF CREDITORS**

Death Benefit payments are exempt from legal or equitable process for Your debts or the debts of a Beneficiary, where permitted.

**AUTHORITY**

The Policyholder has delegated to the insurance company or its designee certain rights. These include the right to make determinations regarding the eligibility for participation or benefits and to interpret the terms of the policy and certificate. This delegation is made for the purpose of claims and enrollment administration only. The insurance company is not the Plan Administrator, as defined by ERISA.



**CONTINENTAL AMERICAN INSURANCE COMPANY**  
**P.O. Box 427 • Columbia, South Carolina 29202 800.992.3522**

### **Applicability of ERISA**

If this Policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply.

#### Information about Your ERISA Plan

The benefits are provided in a fully insured plan issued by Continental American Insurance Company, a wholly-owned subsidiary of Aflac incorporated, and are described in the Certificate of Coverage.

You have certain rights and protections under ERISA.

**1. The right to receive information about Your plan and its benefits.**

- a. You have the right to review and the right to receive, free of charge, at the Plan Administrator's office (or in a place designated by the Plan Administrator all documents governing the plan, including but not limited to, insurance contracts or a copy of the latest annual report (Form 5500). The Form 5500 is filed by the Plan with the U.S. Department of Labor (DOL) and is available in the Public Disclosure Room of the Employee Benefits Security Administration.
- b. You have the right to receive an annual summary of the Plan's financial report.

**2. The right to prudent action by the Plan fiduciaries.**

- a. ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries. No one, including Your employer, Your union, or any other person, may fire you or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

**3. How to enforce Your rights.**

- a. If Your claim for a benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
- b. Under ERISA, there are steps You can take to enforce your rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the requested materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- c. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. You are required to complete administrative appeals prior to filing in court. Your right to file suit in state or Federal court may be affected if You do not complete the required appeals.
- d. If it should happen that Plan fiduciaries misuse the Plan's money, or if You are discriminated against for asserting your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

**4. Need help?**

- a. If You have any questions about the Plan, please contact the Plan Administrator
- b. If You have any questions about your rights under ERISA, or if You need help getting documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration (EBSA) or the

Division of Technical Assistance and Inquiries, EBSA, U.S. Dept. of Labor, 200 Constitution Ave. N.W., Washington, DC 20210.

c. Certain publications about Your ERISA rights and responsibilities can be found by calling the EBSA publications hotline or visiting [dol.gov/ebsa](http://dol.gov/ebsa).

#### Claim Procedures

##### **How to File a Claim**

Follow the claim procedures described in the insurance certificate. The claimant should complete the claim form and return it to us with the required Proof as instructed in the claim form. No benefits will be paid until satisfactory Proof is received. Proof must be provided at the claimant's expense.

##### **Claims Review for Disability**

We will give notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if We determine that such an extension is necessary due to matters beyond the control of the Plan and We notify You of the circumstances requiring the extension of time and the date by which We expect to render a decision. If such an extension is necessary due to Your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and You will be afforded at least 45 days within which to provide the specified information. If You deliver the requested information within the time specified, any 30-day extension period will begin after You have provided that information. If You fail to deliver the requested information within the time specified, the decision will be made with the information we have in the file.

##### **Claim Review for Non-disability Claims**

We will review the claim promptly after we receive all information needed to evaluate the claim. We will notify the claimant of our decision to approve or deny the claim.

A decision will be made within a reasonable period but no later than 90 days after receipt of a properly filed claim. This time period may be extended by 90 days if we determine that special circumstances require an extension. If prior to the beginning of the extension period, we notify the claimant in Writing of the special circumstances and give the date we expect to render a decision. If extended, a decision will be made no more than 180 days after the claim was received. If we approve the claim, the decision will contain information sufficient to reasonably inform the claimant of that decision.

##### **Adverse Benefit Determination**

An adverse benefit determination means a denial, a reduction, a termination or rescission of coverage, or a failure to provide or make payment for a benefit. If a claim is denied, this is considered an adverse benefit determination. The adverse benefit determination notice will include the following:

- The specific reason(s) for the determination;
- Reference to specific Plan provision(s) on which the determination is based;
- When necessary, a description of additional material or information needed to complete the claim and why such information is necessary;
- A statement that the Claimant is entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the claim for benefits;
- Identification of any internal rule, guideline, protocol or standard relied on for the claim determination;
- The Plan procedures and time limits for appealing; and
- The right to obtain information about the appeal procedures and the right to bring a lawsuit under ERISA following an adverse determination from us on appeal, including the limitation that any such lawsuit is brought no later than 3 years from the time proof of claim was required.

##### **Right to appeal if there is an Adverse Benefit Determination**

You or someone You name to act for You (authorized representative) may file an appeal. If someone files an appeal on Your behalf, You must let Us know that You have appointed this person as Your authorized representative. Your appeal must be in Writing and sent to Us. When You send Your appeal, You may include written comments, documents, records or other information related to Your claim. You have the right to one appeal.

**Time Frame for Disability Claims.** You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. The appeal for premium waiver will be reviewed, and a determination notice will be sent within 45 days of receiving the appeal. Sometimes, it will take longer to review the appeal because additional information is needed to make a decision. If this happens, within 45-days, We will let You know that an extension is necessary and the reason for the extension. The review period may be extended twice, 90 days in total. If an extension is given to give you more time to submit information necessary to decide the appeal, the letter we send will tell you what is needed. You will be given 45-days to provide the information. The extension of time to review the information will begin after the requested information is received. If You fail to send the requested information, the appeal will be decided based on the information we have at the end of the 45 days.

**Time Frame for Non-Disability Claims.** A final decision will be made no more than 60 days after we receive an appeal. Sometimes, it will take longer to review the appeal because additional information is needed to make a decision. If this happens we will notify you in writing of the special circumstance and give the date a decision is expected. If extended, a decision will be made no more than 120 days after the appeal was received by us.

**Appeal Review.** The appeal will be reviewed by someone who did not make the initial decision. The appeal reviewer will not give consideration to the initial decision.

**Appeal Decision.** We will send a Notice of the appeal decision. Notice may be provided in written or electronic form. Electronic notices will be provided only when you give your consent to receive the notice. The appeal determination will include the following:

- The specific reason(s) for the determination. Reference to specific Plan provision(s) on which the determination is based;
- A statement that You are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the claim for benefits; and
- Your right to obtain information about the appeal procedures and the right to bring a lawsuit under ERISA following an adverse determination from us on appeal, including the limitation that any such lawsuit is brought no later than 3 years from the time proof of claim was required.

**Requirement to File an Internal Appeal before Filing a Lawsuit**

If Your claim is denied, in whole or in part, after You have completed the appeal procedure, You may file a civil action in federal court under ERISA.