### GROUP POLICY AMENDMENT NO. 7

Attached to and made a part of Group Policy 617281-A issued to MUNICIPALITY OF MONROEVILLE as Policyholder.

Effective March 1, 2009, and subject to the Active Work Provisions, the Group Policy is amended as follows:

1. The Becoming Insured portion of the Coverage Features is amended to provide the following Class Definition:

Class Definition:

Class 1: Active Clerical Members of SEIU Local #585

Class 2: Retired Clerical Members of SEIU Local #585

Class 3: Active Members of the Refuse Union

Class 4: Retired Refuse Union Members

Class 5: Active Public Works Members of SEIU Local #585

Class 6: Retired Public Works Members of SEIU Local #585

Class 7: Active Police Officers

Class 8: Retired Police Officers who retired prior to January 1, 2008

Class 9: Retired Police Officers who retired on or after January 1, 2008

Class 10: Active School Crossing Guards

Class 11: Active Library Members

Class 12: All other Active Members

Class 13: All other Retired Members who retired prior to January 1, 2002

Class 14: All other Retired Members who retired on or after January 1, 2002

2. The Schedule of Insurance portion of the Coverage Features is amended to provide the following Life and AD&D Insurance:

Life Insurance:

Class land 12: \$30,000

Class 3, 5 and 11: \$25,000

Class 2, 4, 6, 9 and 14: \$15,000

Class 7: \$85,000

Class 8 and 10: \$10,000

Class 13: \$6,000

AD&D Insurance:

Class 1 and 12: \$30,000

Class 3, 5 and 11: \$25,000

Class 7: \$170,000

Class 10: \$10,000

Class 2, 4, 6, 8, 9, 13 and 14: None

The amount payable for certain Losses will differ. See Accidential Death and Dismemberment Insurance.

3. The Reductions in Insurance portion of the Coverage Features is amended to provide the following:

Classes 1, 3, 5, 7, 10, 11 and 12

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below.

Life and AD&D Insurance:

Age	Percentage
70 through 74	65%
75 and over	50%

Classes 2, 4, 6, 8, 9, 13 and 14

Your insurance is not subject to reductions due to age.

4. The Other Provisions portion of the Coverage Features is amended to provide the following:

Waiver of Premium:

Classes: 1, 3, 5, 7, 10, 11 and 12: Yes

Classes: 2, 4, 6, 8, 9, 13 and 14: No

Accelerated Benefit:

Classes: 1, 3, 5, 7, 10, 11 and 12: Yes

Classes: 2, 4, 6, 8, 9, 13 and 14: No

STANDARD INSURANCE COMPANY

By

President

Corporate Secretary

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company P.O. BOX 711 Portland, Oregon 97207 (503) 321-7000

People. Not Just Policies.®

## **CERTIFICATE:**

#### **GROUP LIFE INSURANCE**

Policyowner:

MUNICIPALITY OF MONROEVILLE

Policy Number:

617281-A

Effective Date:

March 1, 1994

A Group Policy has been issued to the Policyowner. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyowner with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. 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. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit. The receipt of an Accelerated Benefit will reduce the amount of your Insurance under the Group Policy.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

President

GC190-LIFE

# NOTICE OF PLAN CHANGE

To

Members insured under Group Policy 617281-A issued to MUNICIPALITY OF MONROEVILLE as Policyholder.

Effective December 1, 2006, the Group Policy has been amended as follows:

1. The Becoming Insured portion of the **Coverage Features** has been amended to provide the following Definition of Member and Class Definition:

Definition of Member:

You are a Member if you are:

- 1. An active employee of the Employer, regularly working at least 30 hours each week;
- 2. A clerical member of SEIU Local #585 with at least 15 years of service who retired under the Employer's retirement program;
- 3. A member of the Refuse Union with at least 10 years of service who retired under the Employer's retirement program;
- 4. A public works member of SEIU Local #585 with at least 10 years of service who retired under the Employer's retirement program;
- 5. A police officer who retired under the Employer's retirement program; or
- 6. An employee with at least 15 years of service who retired under the Employer's retirement program.

Class 1: Active Clerical Members of SEIU Local #585

Class 2: Retired Clerical Members of SEIU Local #585

Class 3: Active Refuse Union Members

Class 4: Retired Refuse Union Members

Class 5: Active Public Works Members of SEIU Local #585

Class 6: Retired Public Works Members of SEIU Local #585

Class 7: Active Police Officers

Class 8: Retired Police Officers

Class 9: Active School Crossing Guards

Class 10: All other Active Members

Class 11: All other Retired Members who retired on or after January 1, 2002

Class 12: All other Retired Members

2. The Schedule Of Insurance portion of the **Coverage Features** has been amended to provide the following amounts of Life Insurance Benefit and AD&D Insurance Benefit:

Life Insurance Benefit:

Class 1, 3, 5, and 10: \$25,000

Class Definition:

Class 2, 4, 6 and 11: \$15,000

Class 7: \$75,000

Class 8 and 9: \$10,000

Class 12: \$6,000

AD&D Insurance Benefit:

Class 1, 3, 5 and 10: \$25,000

Class 2, 4, 6, 8, 11 and 12: None

Class 7: \$150,000

Class 9: \$10,000

The amount payable for certain Losses will differ. See **Accidental Death And Dismemberment Insurance**.

3. The Reductions In Insurance portion of the **Coverage Features** has been amended to provide the following:

Class 1, 3, 5, 7, 9 and 10:

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life and AD&D Insurance:

Age Percentage 70 through 74 65%

75 and over

50%

Class 2, 4, 6, 8, 11 and 12: Your insurance is not subject to reductions due to age.

4. The Other Provisions portion of the Coverage Features has been amended to provide the following:

Waiver Of Premium:

Class 1, 3, 5, 7, 9 and 10: Yes

Class 2, 4, 6, 8, 11 and 12: No

Accelerated Benefit:

Class 1, 3, 5, 7, 9 and 10: Yes

Class 2, 4, 6, 8, 11 and 12: No

Please attach this notice to your certificate.

STANDARD INSURANCE COMPANY

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# **COVERAGE FEATURES**

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

# GENERAL POLICY INFORMATION

Group Policy Number:

617281-A

Type of Insurance Provided:

Life Insurance:

Yes

Accidental Death And Dismemberment (AD&D)

Insurance:

Yes

Supplemental Life

Insurance:

Not applicable

Dependents Life

Insurance:

Not applicable

Policyowner:

MUNICIPALITY OF MONROEVILLE

Employer(s):

MUNICIPALITY OF MONROEVILLE

Group Policy Effective Date:

March 1, 1994

State of Issue:

Pennsylvania

#### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are:

- 1. An active employee of the Employer, regularly working at least 30 hours each week; or
- 2. An employee who retired under the Employer's retirement program.

You are not a Member if you are:

- 1. A temporary or seasonal employee; or
- 2. A full time member of the armed forces of any country.

Class Definition:

Class 1: All Active Members other than Active Police Officers

Class 2: All Retired Members other than Retired Police

Officers

Eligibility Waiting Period:

You are eligible on the later of:

1. The Group Policy Effective Date; and

2. The first day following 6 consecutive months as a Member.

**Evidence Of Insurability** 

Required for:

a. Late application for Contributory insurance.

b. Reinstatements if required.

c. Members eligible but not insured under the Prior Plan.

## SCHEDULE OF INSURANCE

Life Insurance:

Class 1: \$25,000

Class 2: 6,000

AD&DInsurance:

Class 1: \$25,000

Class 2: None

The amount payable for certain Losses will differ. See Accidental Death And Dismemberment Insurance.

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$50,000 or (2) the amount of AD&D Insurance payable for loss of life.

## REDUCTIONS IN INSURANCE

## Class 1:

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below.

Life and AD&D Insurance

Age

Percentage

70 through 74

65%

75 or over

50%

Class 2:

Your insurance is not subject to reductions due to age.

## OTHER PROVISIONS

Waiver Of Premium:

Class 1: Yes

Class 2: No

Accelerated Benefit:

Class 1: Yes

Class 2: No

Limits on Right To Convert if Group Policy terminates or is amended:

Minimum Time Insured:

5 years

**Maximum Conversion Amount:** 

\$2,000

Leave of Absence Provision:

Insurance is continued during the first 60 days of a scheduled

leave of absence.

Annual Earnings based on:

Earnings in effect on your last full day of Active Work.

Earnings Period for Commissions

(see **Definitions**):

The preceding 12 calendar months.

# PREMIUM CONTRIBUTIONS

Life and AD&D Insurance:

Noncontributory

## LIFE INSURANCE

## A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Amount Of Life Insurance

See the **Coverage Features** for the amount of your Life Insurance.

#### C. Changes In Life Insurance

Subject to 1 and 2 below, a change in your Life Insurance will become effective on the first day of the calendar month coinciding with or next following the date of change in classification, age, Annual Earnings, or other factor shown in the **Coverage Features**.

- 1. All increases in your Life Insurance are subject to the **Active Work Provisions**.
- 2. Insurance which exceeds any Guarantee Issue Amount shown in the **Coverage Features** will become effective on the date we approve your Evidence Of Insurability.

#### D. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

1. Noncontributory Life Insurance

Subject to the **Active Work Provisions**, your Noncontributory Life Insurance becomes effective on the date you become eligible.

2. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Subject to the **Active Work Provisions**, your Life Insurance becomes effective on:

- a. The date you become eligible, if you apply on or before that date;
- b. The date you apply, if you apply within 31 days after you become eligible; or
- c. The date we approve your Evidence Of Insurability, if you apply more than 31 days after you become eligible (late application).
- Insurance Subject To Evidence Of Insurability

Subject to the **Active Work Provisions**, insurance subject to Evidence Of Insurability becomes effective on the date we approve Evidence Of Insurability.

# 4. Takeover Provisions

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Contributory Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

## E. When Life Insurance Ends

Your Life Insurance ends automatically on the earliest of:

- The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
- The date the Group Policy terminates;

- 3. The date your employment terminates, unless your insurance is continued under the **Retirement Continuation Provision**; and
- 4. The date you cease to be a Member. However, your Life Insurance will be continued with premium payment during the following periods while you are not a Member because you are regularly working less than the minimum number of hours, unless your employment is terminated or your insurance ends under 1 through 3 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of:
    - A temporary layoff; or
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
  - d. During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.
  - e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting the period shown in the **Coverage Features**.

#### F. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, you will not need to serve a new Eligibility Waiting Period.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### A. Insuring Clause

If you have an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, or sight which:

- 1. Is caused solely and directly by an accident; and
- 2. Occurs independently of all other causes.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint. With respect to sight, Loss means entire and irrecoverable loss of sight.

#### C. Amount Payable

The amount payable is equal to a percentage of your AD&D Insurance in effect on the date of the accident (See **Coverage Features**). The percentage is shown below.

Loss: Percentage

Life 100%

One hand, one foot, or sight of one eye 50%

Two or more of the above Losses 100%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

#### D. Changes In AD&D Insurance

Subject to 1 and 2 below, a change in your AD&D Insurance will become effective on the first day of the calendar month coinciding with or next following the date of change in classification, age, Annual Earnings, or other factor shown in the **Coverage Features**.

- 1. All increases in your AD&D Insurance are subject to the **Active Work Provisions**.
- 2. Insurance which exceeds any Guarantee Issue Amount shown in the **Coverage Features** will become effective on the date we approve your Evidence Of Insurability.

#### E. Seat Belt Benefit

See the **Coverage Features** for the amount of the Seat Belt Benefit.

We will pay a Seat Belt Benefit if:

- 1. You die as a result of an Automobile accident for which an AD&D Insurance benefit is payable; and
- 2. You were wearing a Seat Belt at the time of the accident, as evidenced by a police accident report.

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

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

#### F. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 6 below.

- 1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- 2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
- Committing or attempting to commit a felony, or actively participating in a riot. Actively participating does not include being at the scene of a riot while performing your official duties or being a spectator.
- 4. The voluntary use or consumption of any narcotic, unless prescribed by a physician.
- Sickness existing at the time of the accident.
- 6. Medical or surgical treatment for any of the above.

#### G. When AD&D Insurance Becomes Effective

Your AD&D Insurance becomes effective on the date your Life Insurance becomes effective.

#### H. When AD&D Insurance Ends

Your AD&D Insurance ends automatically on the date your Life Insurance ends.

LI.AD.32

## **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

- 1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
- 2. You were Actively At Work on your last scheduled work day before the date of your absence; and
- 3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LI.AW.02

## RETIREMENT CONTINUATION PROVISION

Insurance may be continued during your retirement under your Employer's retirement program. See **Coverage Features** for the insurance which may be continued under this provision. Rules 1 through 3 below will apply.

- 1. You must apply in writing for a continuation of insurance on or before the date of your retirement and agree to pay any premiums required by your Employer.
- 2. Insurance under this provision will end on the earliest of:
  - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
  - b. The date the Group Policy terminates.
  - c. For any Dependent:
    - 1) The Premium Due Date following the date you cease to be a Dependent.
    - 2) The date the Member's insurance ends.
- 3. You will not become eligible for Waiver Of Premium or the Accelerated Benefit if you become Totally Disabled while your insurance is continued under this provision.

LI.RT.03

# WAIVER OF PREMIUM

#### A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

- You become Totally Disabled while insured under the Group Policy and under age 60;
- 2. You complete your Waiting Period; and

3. You give us satisfactory Proof Of Loss.

#### B. Definitions For Waiver Of Premium

- 1. Insurance means all your insurance under the Group Policy.
- Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
- Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

## C. Premium Payment

Premium payment must continue until the later of:

- The date you complete your Waiting Period; and
- The date we approve your claim for Waiver Of Premium.

#### D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

## E. Amount Of Insurance

Subject to 1 through 3 below, the amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled.

- 1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
- 2. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
  - The amount in effect on the day before you become Totally Disabled; and
  - b. The amount in effect one year before the date you become Totally Disabled.
- If you receive an Accelerated Benefit, Insurance will be reduced according to the Accelerated Benefit provision.

## F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

#### G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

#### H. When Waiver Of Premium Ends

Waiver of Premium ends on the earliest of:

- 1. The date you cease to be Totally Disabled;
- 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
- 3. The date you fail to attend an examination or cooperate with the examiner;
- 4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
- 5. With respect to your Supplemental Life Insurance, the date you reach age 70.

## ACCELERATED BENEFIT

#### A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you have a Terminal Condition as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by a Physician of our choice. We also have the right to have you examined by a Physician of our choice for a second opinion.

#### B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

#### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 12 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

## D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

- (1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or
- (2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

- A = The amount of the Accelerated Benefit.
- B = The monthly average of our variable policy loan interest rate.
- C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

If the sum of the accrued interest and the Accelerated Benefit payment equals or exceeds the amount of your Insurance, no death benefit will be payable.

\*The monthly average interest rate is determined each January 1, based on Moody's Corporate Bond Yield Average-Monthly Average Corporates as of the preceding October 31, or if that Average is no longer published, a substantially similar average. If the rate for a calendar year is less than 1/2% higher than the rate for the previous calendar year, we will not increase the rate.

If the interest rate on January 1 is less than the interest rate for the previous year, we will decrease the interest rate accordingly.

The interest rate for the Accelerated Benefit will not exceed the maximum interest rate permitted by the regulations of the state in which the Group Policy is issued. You will be notified of the initial interest rate at the time you apply for the Accelerated Benefit. We will provide reasonable advance notification of any increase in the interest rate.

A benefit payment notice explaining the Accelerated Benefit and its effect on your remaining Insurance will be provided to you with the Accelerated Benefit payment.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. Exclusions

No Accelerated Benefit will be paid if:

- All or part of your Insurance must be paid to your Child (ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
- 2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
- 3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
- 4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
- 5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
- 6. You have previously received an Accelerated Benefit under the Group Policy.

#### F. Definitions For Accelerated Benefit

Insurance means your Life Insurance and Supplemental Life Insurance, if any, under the Group Policy.

Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

Terminal Condition means a medically determinable condition that is the result of an illness or injury.

LI.AB.142

#### RIGHT TO CONVERT

## A. Right To Convert

You may buy an individual policy of life insurance without Evidence of Insurability if:

- 1. Your Insurance ends or is reduced due to a Qualifying Event; and
- 2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

## B. Definitions For Right To Convert

- 1. Conversion Period means the 31-day period after the date of any Qualifying Event.
- 2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
- 3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution; or
  - b. Payment of an Accelerated Benefit.
- 4. You and your mean any person insured under the Group Policy.

## C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

- 1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
- 2. The maximum amount you have a Right To Convert is the lesser of:
  - The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See Coverage Features.

## D. Notice Of Right To Convert

You will receive a written Notice Of Right To Convert no later than 15 days before the end of the Conversion Period. If you do not receive notice, your Right To Convert will be extended until: (a) 15 days after notice is given, or (b) 60 days after the end of the initial 31 day Conversion Period, whichever is earlier. However, insurance will never continue beyond the initial 31 day Conversion Period.

### E. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

- A term insurance policy;
- 2. A policy with disability, accidental death, or other additional benefits; or
- A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

## F. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.21

#### **CLAIMS**

## A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

#### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the 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.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

- 1. For which the Group Policy provides benefits;
- 2. Which is not subject to any exclusions; and
- 3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

#### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

## E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

#### F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

- 1. The reasons for our decision;
- 2. Reference to the parts of the Group Policy on which our decision is based;
- 3. A description of any additional information needed to support the claim; and
- 4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

LI.CL.01

#### ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.01

# BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

## A. Payment Of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

The benefits below will be paid to you if you are living.

- 1. AD&D Insurance dismemberment benefits.
- 2. Dependents Life Insurance benefits.
- Accelerated Benefits.

Any AD&D Insurance dismemberment benefits which are unpaid at your death will be paid to the Beneficiary you name to receive Life Insurance benefits.

Dependents Life Insurance benefits which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.

- The children of the Dependent.
- 2. The parents of the Dependent.
- The brothers and sisters of the Dependent.
- 4. Your estate.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiaries in writing. Your designation:

- Must be dated and signed by you;
- Must be delivered to the Policyowner or Employer during your lifetime;

- 3. Must relate to the insurance provided under the Group Policy; and
- 4. Will take effect on the date it is delivered to the Policyowner or Employer.

If we approve it, a written designation signed and dated by you under the Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

## C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

## D. No Surviving Beneficiary

If you do not name a Beneficiary, or if one does not survive you, benefits will be paid in equal shares to the first surviving class of the classes below.

- 1. Your spouse.
- 2. Your children.
- 3. Your parents.
- 4. Your brothers and sisters.
- 5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

## 1. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest:
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

# Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

If the Recipient does not wish the amount payable to be deposited into a Standard Secure Access checking account as described above, we will pay the amount payable in a lump sum upon the Recipient's request.

#### 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

## ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyowner, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits:
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.01

## TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

LI.TL.01

## INCONTESTABILITY PROVISIONS

#### A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless we have given you a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years.

B. Incontestability Of Group Policy

Any statement made by the Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner or Employer will be used to deny a claim or to deny the validity of the Group Policy unless we have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.08

## **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**). Annual Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - An executive nonqualified deferred compensation arrangement.
- 2. Commissions for the Earnings Period shown in the **Coverage Features** or for the period of your employment if less than the Earnings Period.
- 3. Shift differential pay.
- 4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

- 1. Bonuses.
- 2. Overtime pay.
- Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
- 4. Any other extra compensation.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

- Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about the applicant's health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyowner or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. Spouse does not include a person who is a full-time member of the armed forces of any country.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

LI,DF.16