



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

**Certificate Rider**

**Rider Number:** 5  
**Policyholder:** Tropical Shipping USA, LLC  
**Policy Number:** 01 016857 03

The Rider(s) form a part of the Certificate of Insurance given in connection with The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of the Certificate of Insurance, except as stated herein.

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/WA-CERT 08/06	January 1, 2017	Class 1

Certificate Change(s)

The following is amended:  
Schedule of Insurance – Reduction in Coverage Due to Age

Certificate Page(s) Changed

LGC 13500/WA-SCH 08/06; Schedule of Insurance

The provisions found in the certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, the certificate remains the same.

Tropical Shipping USA, LLC

Group Life Insurance Benefits  
Summary Plan Description

**PLEASE READ THIS IMPORTANT NOTICE**

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Sponsor provide a Summary Plan Description to Plan Participants.

This document, together with the attached Certificate of Insurance (“Certificate”) issued by Symetra Life Insurance Company (“Symetra”), is your Summary Plan Description. It provides you an overview of the Plan and addresses certain information that may not be included in the attached Certificate.

This document is not intended to give a Plan Participant any substantive rights to benefits that are not already provided by the attached Certificate. If the terms of this summary document conflict with the terms of the insurance contract, then the terms of the insurance contract will control, unless superseded by applicable law.

**Plan Name**

Tropical Shipping USA, LLC. Term Life, Accidental Death & Dismemberment and Short Term Disability Plan

**Plan Year**

December 31

**Type of Plan**

Fully Insured Group Term Life Plan

**Plan Effective Date**

January 1, 2016

**Policy Number**

01 016857 03

**Employer**

Tropical Shipping USA, LLC  
5 East 11th Street  
Riviera Beach, Florida 33404

**Insurance Company and Contact Information**

Symetra Life Insurance Company  
P. O. Box 2993  
Hartford, CT 06104-2993  
Toll Free Number: 1-800-943-2107  
Fax Number: 1-860-392-3672

**Plan Sponsor, EIN and Number**

Tropical Shipping USA, LLC  
Plan EIN: 59-0715051  
Plan Number: 505

**Claims Administrator**

Claims administration for life insurance benefits under your Plan is provided by Symetra Life Insurance Company (Symetra) according to the terms of a Group Life Insurance policy. The Plan Administrator has delegated to Symetra the responsibility to interpret the terms of the Plan and as they apply to the attached Certificate.

**Type of Plan Administration**

Insurer and Plan Administrator

**Plan Administrator**

Tropical Shipping USA, LLC  
4 East Port Road, PPB 01-07  
Riviera Beach, Florida 33404

**Agent for Service of Legal Process for the Plan**

Tropical Shipping USA, LLC

Service of legal process may also be made on the Plan Administrator or a Plan Trustee, if any.

**If you have questions regarding the Plan, please contact the Employer or Plan Administrator.**

**Please refer to the attached Certificate for detailed information about your coverage, including:**

- Eligibility and Participation Requirements
- Enrollment Requirements
- Description of Benefits
- Definitions
- Termination Provisions
- Continuation of Coverage
- Effective date of coverage
- Benefit Reduction, Exclusions and Limitations
- Contributions to the Plan for Coverage

### **Claims Procedures**

#### **Benefit Claim**

Symetra is responsible for evaluating all benefit claims under the Plan. Symetra will decide your claim in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

See the attached Certificate of Insurance issued by Symetra for information about how to file a claim and for details regarding the Symetra's claims procedures.

#### **Appealing Denied Claim**

If your claim is denied (that is, not paid in part or in full), you will be notified and you may appeal to Symetra for a review of the denied claim. Symetra will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

#### **Important Appeal Deadlines**

If you do not appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a condition for bringing suit in court). See the attached Certificate of Insurance for information about how to appeal a denied claim, and for details regarding Symetra's appeals procedures.

### **Statement of ERISA Rights**

#### **Your Rights**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Plan Administrator, is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

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

**If you have questions regarding the Plan, please contact the Employer or Plan Administrator.**

**Enforce Your Rights**

If your claim for a welfare 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. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, 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 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

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.

**Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory), or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**Your Certificate of Insurance, issued by Symetra Life Insurance Company, is attached.**

**This Certificate is furnished to you automatically without charge.**

**If you have questions regarding the Plan, please contact the Employer or Plan Administrator.**

# Symetra Life Insurance Company

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Group Life Insurance

**CERTIFICATE**

**CLASS 1**



## CERTIFICATE OF INSURANCE


**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)


**Policyholder:** Tropical Shipping USA, LLC  
**Policy Number:** 01 016857 03  
**Policy Effective Date:** January 1, 2016  
**Policy Anniversary Date:** January first of each year beginning in 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us. The Policy may be inspected at the office of the Policyholder.

This certificate provides Life and Accidental Death and Dismemberment coverage. It also provides accelerated benefits that may be taxable. Assistance should be sought from a personal tax advisor.

Signed for The Company

  
Jacqueline M. Veneziani, Secretary

  
Margaret Meister, President

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IF YOU RECEIVE PAYMENT OF ACCELERATED BENEFITS UNDER THIS CERTIFICATE, YOU MAY LOSE YOUR RIGHT TO RECEIVE CERTAIN PUBLIC FUNDS SUCH AS MEDICARE, MEDICAID, SOCIAL SECURITY, SUPPLEMENTAL SECURITY, SUPPLEMENTAL SECURITY INCOME AND POSSIBLY OTHERS.

ANY BENEFITS RECEIVED UNDER THIS BENEFIT MAY BE TAXABLE. YOU SHOULD CONSULT A PERSONAL TAX ADVISOR FOR FURTHER INFORMATION.

ANY BENEFITS RECEIVED UNDER THE ACCELERATED BENEFIT PROVISION ARE INTENDED TO QUALIFY UNDER SECTION 101(g) (26 U.S.C. 101(g)) OF THE INTERNAL REVENUE CODE OF 1986 AS AMENDED BY PUBLIC LAW 104-191.

Rider #5, Effective January 1, 2017

Symetra ® is a registered service mark of Symetra Life Insurance Company.

THE ACCELERATED DEATH BENEFIT PROVISION DOES NOT APPLY TO ANY ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE, AND NO PAYMENT OF AN ACCELERATED DEATH BENEFIT WILL REDUCE OR OTHERWISE AFFECT THE AMOUNT OF BENEFITS AVAILABLE TO YOU UNDER ANY APPLICABLE ACCIDENTAL DEATH AND DISMEMBERMENT.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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## Schedule of Insurance

The benefits described herein are those in effect as of: January 1, 2020 (Revised April 30, 2021)

### Cost of Coverage:

### Contributory Coverage:

Basic Life Insurance

Basic Accidental Death and Dismemberment Insurance

### Effective January 1, 2019:

**Eligible Class(es) for Coverage:** All full-time Active Employees working a minimum of 17.5 hours each week who are citizens or legal residents of the United States and Puerto Rico, excluding temporary, leased or seasonal employees.

Class 1 All Eligible Chairman/President, Vice Presidents, Assistant Vice Presidents, President of Seven Seas, President of Deluxe Freight and Chief Financial Officer of the United States, the United States Virgin Islands and Puerto Rico

### Effective January 1, 2020:

### Eligibility Waiting Period for Coverage:

If You are Actively at Work for the Employer prior to January 1, 2020: The first of the month following 60 days of continuous employment.

If You start working for the Employer on or after January 1, 2020: The first of the month coincident with or next following the date of employment.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under any of the following Symetra policies: 01 016857 00, 01 016857 01, 01 016857 02 or 01 016857 04 and no termination in coverage.

## Life Insurance Benefit

Benefit Amounts are rounded to the next higher \$1,000, if not already a multiple thereof.

### Employee

<u>Basic</u>	<u>Benefit</u>	<u>Benefit Maximum</u>	<u>Guaranteed Issue</u>
Class 1	Amount 2 x Earnings	Amount \$750,000	Amount \$750,000

## Accidental Death and Dismemberment Insurance Benefit (AD&D)

Principal Sums are rounded to the next higher \$1,000, if not already a multiple thereof.

### Employee

<u>Basic</u>	<u>Principal Sum</u>	<u>Principal Maximum</u>
Class 1	Sum 2 x Earnings	Sum \$750,000

## Schedule of Insurance

### Additional Accidental Death and Dismemberment Insurance Benefits

#### **Seat Belt and Air Bag Coverage**

Seat Belt Benefit Amount: 10% of Basic AD&D Principal Sum  
Seat Belt Maximum Amount: \$10,000  
Seat Belt Minimum Amount: \$1,000

Air Bag Benefit Amount: 5% of Basic AD&D Principal Sum  
Air Bag Maximum Amount: \$5,000

#### **Repatriation Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000

#### **Child Education Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000  
Minimum Amount: \$2,500

#### **Day Care Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000  
Minimum Amount: \$2,500

#### **Rehabilitation Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000

#### **Spouse Education Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000  
Minimum Amount: \$2,500

#### **Adaptive Home and Vehicle Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000

#### **Coma Benefit**

Waiting Period: 30 days  
Maximum Amount: 100% of Basic AD&D payments under The Policy for the Injury

#### **Critical Burn Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000

#### **Therapeutic Counseling Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000

#### **Felonious Assault Benefit**

Benefit Amount: 10% of Basic AD&D Principal Sum  
Maximum Amount: \$25,000

**Schedule of Insurance**

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right; or
- 2) of Life Insurance in force, paid or payable under the Prior Policy.

Effective January 1, 2017:

**Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit and Principal Sum for You by the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 65.

Percentage by which the original amount of coverage will be reduced:

<b>Your Age</b>	<b>Your % Reduction</b>
65	35%
70	50%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500 and an appropriate adjustment in premium will be made.

**Noninsurance Benefits**

From time to time We may offer or provide to You noninsurance benefits and services. In addition, We may arrange for third party service providers to give access to You to discounted goods and services. While We have arranged for this access, the third party service providers are liable to You for the provision of such goods and/or services. We are not responsible for the provision of such goods and/or services nor are we liable for the failure of the provision of the same. Further, Symetra is not liable to You for the negligent provision of such goods and/or services by third party service providers.

**For Certificateholders Residing Outside of the United States**

This Certificate of Insurance ("Certificate") is issued under a Policy purchased by the Policyholder from Symetra Life Insurance Company ("Symetra"). The Policy and this Certificate have been issued as part of Symetra's business in the United States. Symetra is not regulated in any country other than the United States. This Certificate may include certain rights or benefits, such as Conversion Rights, Portability Rights or Waiver of Premium, which are not available to non-U.S. residents. Any disputes under the Policy or Certificate are to be resolved in a jurisdiction in the U.S. and in accordance with the provisions of the Policy and Certificate.

## Definitions

### **Active Employee**

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

### **Actively at Work**

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

### **Common Carrier**

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

### **Contributory Coverage**

means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

### **Earnings**

means Your regular annual rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the date of Loss.

### **Employer**

means the Policyholder.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### **Injury**

means bodily Injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound;  
or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

## Definitions

### Motor Vehicle

means a self-propelled, four or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

### Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

### Participating Entity

means an Employer who is a participant in accordance with the provisions of The Policy.

### Physician

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### Prior Policy

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### Related

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### Spouse

means Your Spouse who is not legally separated or divorced from You.

### The Policy

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### We, Us or Our

means the insurance company named on the face page of The Policy.

### You or Your

means the person to whom this certificate is issued.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

### **Enrollment:** *How do I enroll for coverage?*

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

### **Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

## Eligibility and Enrollment

### **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

### **Change in Coverage:** *When may I change my coverage?*

After Your initial enrollment, You may increase or decrease coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.



## Period of Coverage

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

### **Increase in Amount of Life Insurance:** *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
  - a) during the last 12 consecutive month period; or
  - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the date You or Your Employer terminates Your employment;
- 5) the date Your Employer ceases to be a Participating Entity; or
- 6) the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

## Period of Coverage

**Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if;
  - a) The Policy terminates; or
  - b) Your Employer ceases to be a Participating Entity.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

**Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

**Eligible Coverages:** *What coverages are eligible under this provision?*

This provision applies only to Your Basic Life Insurance.

## Period of Coverage

### **Disabled:** *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 24 months or less.

### **Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for nine consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

### **When Premiums are Waived:** *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first nine months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of five days or less during the first nine months that You are Disabled, the nine month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total nine month period. If You return to work for more than five days, You must satisfy a new waiting period.

### **Benefit Payable before Approval of Waiver of Premium:** *What if I die before I qualify for Waiver of Premium?*

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted nine months or more; and
- 3) premiums had been paid for coverage.

## Period of Coverage

### **Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain Normal Retirement Age if Disabled prior to age 60.

### *What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

### **Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates or an Employer ceases to be a Participating Entity before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates or an Employer ceases to be a Participating Entity after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.

## Benefits

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

### **Accelerated Benefit:** *What is the benefit?*

In the event that You are diagnosed as Terminally Ill, and You request in writing that a portion of Your amount of Life Insurance be paid as an Accelerated Benefit while You are:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided:

- 1) You request in writing that a portion of Your amount of Life Insurance be paid as an Accelerated Benefit; and
- 2) We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% of Your amount of Life Insurance. This option may be exercised only once for You.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$8,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$5,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

**IF YOU RECEIVE PAYMENT OF ACCELERATED BENEFITS UNDER THIS CERTIFICATE, YOU MAY LOSE YOUR RIGHT TO RECEIVE CERTAIN PUBLIC FUNDS SUCH AS MEDICARE, MEDICAID, SOCIAL SECURITY, SUPPLEMENTAL SECURITY, SUPPLEMENTAL SECURITY INCOME AND POSSIBLY OTHERS.**

**ANY BENEFITS RECEIVED UNDER THIS BENEFIT MAY BE TAXABLE. YOU SHOULD CONSULT A PERSONAL TAX ADVISOR FOR FURTHER INFORMATION.**

**ANY BENEFITS RECEIVED UNDER THE ACCELERATED BENEFIT PROVISION ARE INTENDED TO QUALIFY UNDER SECTION 101(g) (26 U.S.C. 101(g)) OF THE INTERNAL REVENUE CODE OF 1986 AS AMENDED BY PUBLIC LAW 104-191.**

**THE ACCELERATED DEATH BENEFIT PROVISION DOES NOT APPLY TO ANY ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE, AND NO PAYMENT OF AN ACCELERATED DEATH BENEFIT WILL REDUCE OR OTHERWISE AFFECT THE AMOUNT OF BENEFITS AVAILABLE TO YOU UNDER ANY APPLICABLE ACCIDENTAL DEATH AND DISMEMBERMENT.**

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

## Benefits

If You have executed an assignment of rights and interest with respect to Your amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

**Terminal Illness or Terminally Ill** means that an individual has a medical condition which a physician has certified is reasonably expected to result in death within 24 months or less after the date of certification.

**Proof of Terminal Illness and Examinations:** *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You do not submit proof of Terminal Illness satisfactory to Us, or if You refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

If Your attending physician, and a physician appointed by Us, disagree on whether You are Terminally Ill, Our physician's opinion will not be binding upon You. The two parties shall attempt to resolve the matter promptly and amicably. In case the disagreement is not resolved, You have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.

**No Longer Terminally Ill:** *What happens to my coverage if I am no longer Terminally Ill?*

If You are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

**Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Insurance Benefits; or
- 2) any amount of Life Insurance for which You were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated;
- 2) coverage for an Eligible Class is terminated; or
- 3) Your Employer is no longer a Participating Entity;

then You must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

## Benefits

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

### **Conversion:** *How do I convert my coverage?*

To convert Your coverage, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
  - 2) pay the required premium for coverage;
- within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the 32<sup>nd</sup> day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision; or
- 2) in accordance with the Continuation Provisions;

until such coverage ends.

### **Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay the amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

### **Effect of Waiver of Premium on Conversion:** *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your death under The Policy will be paid only if the individual Conversion Policy is surrendered.

## Benefits

### **Accidental Death and Dismemberment Insurance Benefit:** *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You sustain an Injury which results in any of the following Losses within one year of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	Principal Sum
One Hand and One Foot .....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
Either Hand or Foot and Sight of One Eye.....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia) .....	Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia) .....	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye .....	One-Half of Principal Sum
Speech or Hearing in Both Ears .....	One-Half of Principal Sum
Movement of One Limb (Uniplegia) .....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand .....	One-Quarter of Principal Sum

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

### **Exposure and Disappearance:** *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) Your body has not been found within one year after the disappearance of a conveyance in which You were an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered Injury resulting from the accident.



## Benefits

### **Seat Belt and Air Bag Benefit:** *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

**Accident**, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**Seat Belt** means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

### **Repatriation Benefit:** *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

## Benefits

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
  - a) preparation of the body for burial or cremation; and
  - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

### **Felonious Assault Benefit:** *When is the Felonious Assault Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Felonious Assault Percentage; or
- 2) the Maximum Amount for this Benefit.

**Felonious Assault** means a violent or criminal act directed at You during the course of:

- 1) a robbery, kidnapping or criminal assault; or
- 2) an attempt at any of the above;

which constitutes a felony under the law.

The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by:

- 1) a member of Your family;
- 2) a member of the household in which You live; or
- 3) Your fellow employee.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

### **Child Education Benefit:** *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

- 1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

## **Benefits**

The Child Education Benefit is payable to each of Your Children:

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12<sup>th</sup> consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

**Student** means Your Child who on the date of Your death:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12<sup>th</sup> grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

**Child** means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

### **Day Care Benefit:** *When is the Day Care Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Day Care Benefit for each of Your Children if such Child is under age seven at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of four Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

## **Benefits**

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
  - a) is attending a Day Care Program; or
  - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12<sup>th</sup> month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

**Day Care or Day Care Program** means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children;
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides child care on a daily basis for 12 months a year.

**Child** means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Rehabilitation Benefit:** *When is the Rehabilitation Benefit payable?*

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

**Rehabilitative Program** means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

## Benefits

**Expense Incurred** means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Spouse Education Benefit:** *When is the Spouse Education Benefit payable?*

If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one year of Your death.

**Occupational Training** means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

**Expense Incurred** means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training. The expense must be incurred within two years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Adaptive Home and Vehicle Benefit:** *When is the Adaptive Home and Vehicle Benefit payable?*

If You sustain an Injury that results in a Loss, other than Loss of life, payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Adaptive Home and Vehicle Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

## Benefits

The Adaptive Home and Vehicle Benefit pays a benefit for the one-time cost of alterations to Your:

- 1) principal residence; and/or
- 2) private automobile;

to make the residence accessible and/or the private automobile drivable or rideable for You. The costs must be incurred within two years from the date of accident.

We will pay the Adaptive Home and Vehicle Benefit if:

- 1) such home alterations are:
  - a) made by a person or persons with experience in such alterations; and
  - b) recommended by a recognized organization associated with the Injury; and
- 2) such vehicle modifications are:
  - a) carried out by a person or persons with experience in such matters; and
  - b) approved by the Motor Vehicle Department.

The Adaptive Home and Vehicle Benefit will provide an amount equal to the least of:

- 1) the actual cost of the alterations;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Adaptive Home and Vehicle Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

### **Coma Benefit:** *When is the Coma Benefit payable?*

If, as a result of an Injury, You:

- 1) are in a Coma within 31 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which You die;
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

**Coma** means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

### **Critical Burn Benefit:** *When is the Critical Burn Benefit payable?*

If You are Critically Burned and require reconstructive surgery as determined by a Physician, We will pay a Critical Burn Benefit.

## Benefits

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Critical Burn Benefit is an amount equal to the least of:

- 1) the actual cost for the expense of the reconstructive surgery;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Critical Burn Percentage; or
- 3) the Maximum Amount for this Benefit.

No benefit is payable under this Benefit for any Loss which has been paid to You under the Accidental Death and Dismemberment Insurance Benefit.

**Critically Burned** means You suffered burns which:

- 1) are certified by a Physician as more severe than second degree burns; and
- 2) result in scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Therapeutic Counseling Benefit:** *When is the Therapeutic Counseling Benefit payable?*

If You sustain an Injury that results in a Loss, other than Loss of life, that is payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Therapeutic Counseling Benefit if You require Therapeutic Counseling due to the Loss.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Therapeutic Counseling must:

- 1) begin within 90 days of the date of the Loss; and
- 2) be incurred no later than one year of the date of the Loss.

The Therapeutic Counseling Benefit is an amount equal to the least of:

- 1) the Reasonable Expenses incurred for Therapeutic Counseling;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Therapeutic Counseling Percentage; or
- 3) the Maximum Amount for this Benefit.

**Therapeutic Counseling** means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

**Reasonable Expenses** means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where such Therapeutic Counseling was received. For purposes of this benefit, We reserve the right to determine Reasonable Expenses. A Reasonable Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

## **Benefits**

**Exclusions:** *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)

The Policy does not cover any Loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony;
- 7) Injury sustained while Intoxicated; or
- 8) Injury sustained while driving while Intoxicated.

**Intoxicated** means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.



## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) with respect to the Life Insurance Benefits, within 365 days; and
- 2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within 90 days; after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

## General Provisions

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

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

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

## General Provisions

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Policy Interpretation:** *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment Insurance Benefits.

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

### **Assignment:** *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

### **Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

## General Provisions

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Insurance Fraud:** *How does The Company deal with fraud?*

Insurance fraud occurs when You, Your dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your dependent and/or Your Employer perpetrate insurance fraud.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.