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**GROUP LIFE  
ACCIDENTAL DEATH AND DISMEMBERMENT  
CERTIFICATE OF COVERAGE**

**FOR  
CITY OF AUSTIN**

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**POLICY NUMBER: 302037**

**EFFECTIVE DATE: January 1, 2012**

**If there is a discrepancy between the provisions of the Employer's on-line or printed Certificates and the provisions of the Certificates furnished by the Company, the provisions of the Group Policy will prevail.**

**TX-UHIC/2008  
(2-12)**

**UnitedHealthcare Insurance Company**  
**185 Asylum Street, Hartford, Connecticut**  
**(Home Office)**

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**Policyholder:** City of Austin

**Effective Date:** January 1, 2012

**Policy Number:** 302037

**Beneficiary:** As on file with the Administrator

We, UnitedHealthcare Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

The benefits described in this Certificate insure the Covered Person and, if applicable, any Dependents eligible for insurance. This Certificate becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above.

**Read the Group Certificate Carefully**

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of UnitedHealthcare Insurance Company as of the Effective Date shown above.



Secretary  
**Group Term Life, Accidental Death and  
Dismemberment Insurance Policy  
Non-Participating**



President  
Administrative Office:  
9900 Bren Road East  
Minnetonka, MN 55343

**Death benefits will be reduced if an acceleration-of-life insurance benefit is paid.**

**DISCLOSURE: Receipt of Acceleration Death Benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect You, Your spouse and Your family's eligibility for public assistance.**

**DISCLOSURE: The Accelerated Death Benefits offered under this Policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as Your life expectancy at the time benefits are accelerated or whether you use the benefits to pay necessary long-term care expense, such as nursing home care. If the Accelerated Death Benefits qualify for favorable tax treatment, the benefits will be excludable from Your income and to subject to federal taxation. Tax laws relating to Accelerated Death Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive Accelerated Death Benefits excludable from income under federal law.**

**SCHEDULE OF BENEFITS**  
**City of Austin – 302037**

**Class of Employees**

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

The active full-time City Manager residing in the United States

**Description of Class:**

Employees are considered full-time if they customarily work the hours scheduled by the Employer

**Employee Waiting Period:**

An Employee is eligible for insurance on the later of the following dates:

1. The Group Policy's Effective Date, January 1, 2012.
2. The date he begins continuous employment with the Policyholder.

**Covered Person Insurance:**

**Basic Life Insurance Benefit:**

One times basic Annual Earnings with a minimum of \$200,000

Basic Life Insurance Benefit will terminate at retirement unless the Employee is eligible for retiree benefits.

**Annual Earnings Definition for Basic Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand.

**Supplemental Life Insurance Benefit:**

**The benefit amount applicable to the Covered Person is that which is elected at the time of enrollment.**

One, two, three, or four times basic Annual Earnings

Supplemental Life Insurance Benefit will terminate at retirement.

**Annual Earnings Definition for Supplemental Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand after the benefit calculation.

**Basic Accidental Death and Dismemberment Benefit:**

One times basic Annual Earnings with a minimum of \$200,000

Basic Accidental Death and Dismemberment Benefit will terminate at retirement.

**Basic Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Supplemental Accidental Death and Dismemberment Benefit:**

One, two, three, or four times basic Annual Earnings

Supplemental Accidental Death and Dismemberment Benefit will terminate at retirement.

**Supplemental Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Class 1**  
**(2-12)**

## SCHEDULE OF BENEFITS (continued)

**Accelerated Death Benefit:** Up to 50% of the combined Basic Life Insurance and Supplemental Life Insurance amount in force to a maximum of \$500,000. Employee must have at least \$10,000 in Basic Life Insurance in-force to qualify for this benefit.

### **Dependent Life Insurance:**

**The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.**

**Dependent:** Includes

1. a legal Spouse including a Domestic Partner; and
2. any married or unmarried Child.

The Child must be under 26 years of age and:

1. A natural child.
2. A stepchild.
3. A legally adopted child.
4. A child placed for adoption.
5. A child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.
6. An unmarried Grandchild.

However, the term Child will include a Child over the limiting age if the Child is:

1. unmarried; and
2. physically or mentally disabled; and
3. financially dependent upon the Covered Person.

No one can be a dependent of more than one Covered Person.

### **Basic Life Insurance Benefit - Option 1:**

Spouse	\$10,000
Child (each)	
• From live birth but less than 26 years of age	\$5,000

### **Basic Life Insurance Benefit - Option 2:**

Spouse	\$20,000
Child (each)	
• From live birth but less than 26 years of age	\$10,000

**SCHEDULE OF BENEFITS**  
**City of Austin – 302037**

**Class of Employees**

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All active full-time Assistant City Managers and Department Directors residing in the United States, excluding temporary and seasonal employees

**Description of Class:**

Employees are considered full-time if they customarily work the hours scheduled by the Employer

**Employee Waiting Period:**

An Employee is eligible for insurance on the later of the following dates:

1. The Group Policy's Effective Date, January 1, 2012.
2. The date he begins continuous employment with the Policyholder.

**Covered Person Insurance:**

**Basic Life Insurance Benefit:**

One times basic Annual Earnings with a minimum of \$100,000

Basic Life Insurance Benefit will terminate at retirement unless the Employee is eligible for retiree benefits.

**Annual Earnings Definition for Basic Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand.

**Supplemental Life Insurance Benefit:**

**The benefit amount applicable to the Covered Person is that which is elected at the time of enrollment.**

One, two, three, or four times basic Annual Earnings

Supplemental Life Insurance Benefit will terminate at retirement.

**Annual Earnings Definition for Supplemental Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand after the benefit calculation.

**Basic Accidental Death and Dismemberment Benefit:**

One times basic Annual Earnings with a minimum of \$100,000

Basic Accidental Death and Dismemberment Benefit will terminate at retirement.

**Basic Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Supplemental Accidental Death and Dismemberment Benefit:**

One, two, three, or four times basic Annual Earnings

Supplemental Accidental Death and Dismemberment Benefit will terminate at retirement.

**Supplemental Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Class 2**  
**(2-12)**

**SCHEDULE OF BENEFITS (continued)**

**Accelerated Death Benefit:** Up to 50% of the combined Basic Life Insurance and Supplemental Life Insurance amount in force to a maximum of \$500,000. Employee must have at least \$10,000 in Basic Life Insurance in-force to qualify for this benefit.

**Dependent Life Insurance:**

**The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.**

**Dependent:** Includes

1. a legal Spouse including a Domestic Partner; and
2. any married or unmarried Child.

The Child must be under 26 years of age and:

1. A natural child.
2. A stepchild.
3. A legally adopted child.
4. A child placed for adoption.
5. A child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.
6. An unmarried Grandchild.

However, the term Child will include a Child over the limiting age if the Child is:

1. unmarried; and
2. physically or mentally disabled; and
3. financially dependent upon the Covered Person.

No one can be a dependent of more than one Covered Person.

**Basic Life Insurance Benefit – Option 1:**

Spouse	\$10,000
Child (each)	
• From live birth but less than 26 years of age	\$5,000

**Basic Life Insurance Benefit – Option 2:**

Spouse	\$20,000
Child (each)	
• From live birth but less than 26 years of age	\$10,000

**SCHEDULE OF BENEFITS**  
**City of Austin – 302037**

**Class of Employees**

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All active full-time Assistant Department Directors and designated Charter Exempt Employees residing in the United States, excluding temporary and seasonal employees

**Description of Class:**

Employees are considered full-time if they customarily work the hours scheduled by the Employer

**Employee Waiting Period:**

An Employee is eligible for insurance on the later of the following dates:

1. The Group Policy's Effective Date, January 1, 2012.
2. The date he begins continuous employment with the Policyholder.

**Covered Person Insurance:**

**Basic Life Insurance Benefit:**

One times basic Annual Earnings with a minimum of \$50,000

Basic Life Insurance Benefit will terminate at retirement unless the Employee is eligible for retiree benefits.

**Annual Earnings Definition for Basic Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand.

**Supplemental Life Insurance Benefit:**

**The benefit amount applicable to the Covered Person is that which is elected at the time of enrollment.**

One, two, three, or four times basic Annual Earnings

Supplemental Life Insurance Benefit will terminate at retirement.

**Annual Earnings Definition for Supplemental Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand after the benefit calculation.

**Basic Accidental Death and Dismemberment Benefit:**

One times basic Annual Earnings with a minimum of \$50,000

Basic Accidental Death and Dismemberment Benefit will terminate at retirement.

**Basic Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Supplemental Accidental Death and Dismemberment Benefit:**

One, two, three, or four times basic Annual Earnings

Supplemental Accidental Death and Dismemberment Benefit will terminate at retirement.

**Supplemental Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Class 3**  
**(2-12)**

**SCHEDULE OF BENEFITS (continued)**

**Accelerated Death Benefit:** Up to 50% of the combined Basic Life Insurance and Supplemental Life Insurance amount in force to a maximum of \$500,000. Employee must have at least \$10,000 in Basic Life Insurance in-force to qualify for this benefit.

**Dependent Life Insurance:**

**The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.**

**Dependent:** Includes

1. a legal Spouse including a Domestic Partner; and
2. any married or unmarried Child.

The Child must be under 26 years of age and:

1. A natural child.
2. A stepchild.
3. A legally adopted child.
4. A child placed for adoption.
5. A child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.
6. An unmarried Grandchild.

However, the term Child will include a Child over the limiting age if the Child is:

1. unmarried; and
2. physically or mentally disabled; and
3. financially dependent upon the Covered Person.

No one can be a dependent of more than one Covered Person.

**Basic Life Insurance Benefit - Option 1:**

Spouse	\$10,000
Child (each)	
• From live birth but less than 26 years of age	\$5,000

**Basic Life Insurance Benefit - Option 2:**

Spouse	\$20,000
Child (each)	
• From live birth but less than 26 years of age	\$10,000



**SCHEDULE OF BENEFITS  
City of Austin – 302037**

**Class of Employees**

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All active Employees, Mayor and City Council Members residing in the United States, excluding temporary and seasonal employees

**Description of Class:**

Employees are considered full-time if they customarily work the hours scheduled by the Employer

**Employee Waiting Period:**

An Employee is eligible for insurance on the later of the following dates:

1. The Group Policy's Effective Date, January 1, 2012.
2. The date he begins continuous employment with the Policyholder.

**Covered Person Insurance:**

**Basic Life Insurance Benefit:**

One times basic Annual Earnings with a minimum of \$20,000

Basic Life Insurance Benefit will terminate at retirement unless the Employee is eligible for retiree benefits.

**Annual Earnings Definition for Basic Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand.

**Supplemental Life Insurance Benefit:**

**The benefit amount applicable to the Covered Person is that which is elected at the time of enrollment.**

One, two, three, or four times basic Annual Earnings

Supplemental Life Insurance Benefit will terminate at retirement.

**Annual Earnings Definition for Supplemental Life/AD&D:** The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, shift differential, overtime pay, service incentive pay, lump sum payments and other extra compensation. Annual Earnings will be rounded down to the next lower thousand after the benefit calculation.

**Basic Accidental Death and Dismemberment Benefit:**

One times basic Annual Earnings with a minimum of \$20,000

Basic Accidental Death and Dismemberment Benefit will terminate at retirement.

**Basic Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Supplemental Accidental Death and Dismemberment Benefit:**

One, two, three, or four times basic Annual Earnings

Supplemental Accidental Death and Dismemberment Benefit will terminate at retirement.

**Supplemental Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

**Class 4  
(12-11)**

## SCHEDULE OF BENEFITS (continued)

**Accelerated Death Benefit:** Up to 50% of the combined Basic Life Insurance and Supplemental Life Insurance amount in force to a maximum of \$500,000. Employee must have at least \$10,000 in Basic Life Insurance in-force to qualify for this benefit.

### **Dependent Life Insurance:**

**The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.**

**Dependent:** Includes

1. a legal Spouse including a Domestic Partner; and
2. any married or unmarried Child.

The Child must be under 26 years of age and:

1. A natural child.
2. A stepchild.
3. A legally adopted child.
4. A child placed for adoption.
5. A child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.
6. An unmarried Grandchild.

However, the term Child will include a Child over the limiting age if the Child is:

1. unmarried; and
2. physically or mentally disabled; and
3. financially dependent upon the Covered Person.

No one can be a dependent of more than one Covered Person.

### **Basic Life Insurance Benefit - Option 1:**

Spouse \$10,000

Child (each)

- From live birth but less than 26 years of age \$5,000

### **Basic Life Insurance Benefit - Option 2:**

Spouse \$20,000

Child (each)

- From live birth but less than 26 years of age \$10,000

**SCHEDULE OF BENEFITS**  
**City of Austin – 302037**

**Class of Employees**

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All Eligible Retirees of the Policyholder.

**Covered Person Insurance:**

**Basic Life Insurance Benefit:**

\$1,000

**1. The following provisions as shown in the Certificate of Coverage do not apply to eligible Retirees:**

- a. Waiver of Premium
- b. Accelerated Death Benefit
- c. Accidental Death and Dismemberment
- d. Actively at Work Definition

**2. The Effective Date of Covered Person Insurance as shown in the Certificate of Coverage is deleted and replaced with the following for eligible Retirees:**

**Effective Date of Covered Person Insurance:** If an Employee was Actively at Work on the day before he retired, his insurance as a retiree will continue for the amount stated on the Schedule of Benefits.

An Employee must use forms provided by Us when applying for insurance.

The Employee's insurance will be effective at 12:01 A.M. Eastern Standard time as follows:

- 1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
- 2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
  - a. the date the Employee is eligible for insurance, regardless of when he applies; or
  - b. the date the Employee's application is approved by Us if evidence of insurability is required.

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call UnitedHealthcare Insurance Company's toll-free telephone number for information or to make a complaint at

800-554-5413

You may also write to UnitedHealthcare Insurance Company at:

UnitedHealthcare Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:  
800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX #(512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

Form No. AA-2068

## AVISO IMPORTANTE

Para obtener información or para someter una queja:

Usted puede llamar al numero de telefono gratis de UnitedHealthcare Insurance Company's para información o para someter una queja al

800-554-5413

Usted también puede escribir a UnitedHealthcare Insurance Company:

UnitedHealthcare Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

Puede comunicarse con el Departamento de Seguro de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al  
800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX #(512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### **ADJUNTAR ESTE AVISO A SU POLIZA:**

Esto aviso es solo para proposito de informacion y no se convierte en parte o condición del documento adjunto.

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## GENERAL DEFINITIONS

The male pronoun, whenever used in the Policy, includes the female.

**Active Work or Actively at Work:** The Covered Person is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day; or is on sick leave, vacation leave, family medical leave or an approved leave of absence.

**Contributory or Non-Contributory Insurance:** Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

**Covered Person:** The Employee insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

**Domestic Partner:** a person of the opposite or same sex with whom the Covered Person has established a Domestic Partnership.

**Domestic Partnership:** a relationship between a Covered Person and one other person of the opposite or same sex. All of the following requirements apply to both persons:

1. they must not be related by blood or a degree of closeness that would prohibit marriage in the law of the state in which they reside.
2. they must not be currently married to, or a Domestic Partner of another person under either statutory or common law.
3. they must share the same permanent residence and the common necessities of life.
4. they must be at least 18 years of age.
5. they must be mentally competent to consent to contract.

**Employee:** A person who is:

1. directly employed in the normal business of the Policyholder; and
2. paid for services by the Policyholder; and
3. Actively at Work for the Policyholder, or any subsidiary or affiliate insured under the Policy.

No director or officer of a Policyholder will be considered an Employee unless he meets the above conditions.

**Employer:** The Policyholder and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Covered Person may also work.

**Injury:** A bodily Injury resulting directly from an accident and independently of all other causes.

**Physician:** A practitioner of the healing arts who is:

1. duly licensed in the state in which the Treatment is received; and
2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's Spouse, children, parents, parents-in-law, or siblings.

## GENERAL DEFINITIONS (continued)

**Regular Care:** The Covered Person personally visits a Physician as often as is medically required to effectively manage and treat his disabling condition(s), according to generally accepted medical standards. The Covered Person is receiving appropriate Treatment and care, according to generally accepted medical standards, by a Physician whose specialty or experience is appropriate for the disabling condition(s).

**Sickness:** An illness, disease, pregnancy or complication of pregnancy.

**Treatment:** consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

**We, Our and Us:** UnitedHealthcare Insurance Company.

## CERTIFICATE GENERAL PROVISIONS

**Conformity With State or Federal Statutes:** If any provision of the Certificate conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

**Authority:** When making a benefit determination under the Policy, We have the authority to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits and to interpret the terms, conditions, limitations, and exclusions, and all other provisions of the Policy including the Certificate of Coverage and any riders or amendments. We may delegate this authority to other entities or persons who provide services in regard to the administration of the Policy. This provision does not prevent the bringing of a legal action under the time limit for Legal Action provision, nor does it serve to deprive any insurance department of its statutory rights and obligations.

**Fraud:** We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the Employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

**Information To Be Furnished:** The Policyholder may be required to furnish any information needed to administer the Policy. Clerical error by the Policyholder will not:

1. affect the amount of insurance which would otherwise be in effect; or
2. continue insurance which otherwise would be terminated; or
3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Policyholder's records which relate to the Policy.

**Misstatement of Age:** If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

**Workers' Compensation:** The Policy is not to be construed to provide benefits required by Workers' Compensation laws.



## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Covered Person's Eligibility:** Employees who work on a full-time basis for a Policyholder are eligible for insurance after completion of the required Employee Waiting Period, provided they are in a class of Employees who are included. Employees will be considered to work on a full-time basis if they customarily work at least the number of hours per week as scheduled by the Employer.

An Employee will become eligible for insurance on the latest of the following dates:

1. the Effective Date of the Policy;
2. the end of the Employee Waiting Period shown in the Schedule of Benefits;
3. the date the Policy is changed to include the Employee's class; or
4. the date the Employee enters a class eligible for insurance.

**Effective Date of Covered Person Insurance:** If an Employee is not Actively at Work on the date his insurance is scheduled to take effect, it will take effect on the day after the date he returns to Active Work. If the Employee's insurance is scheduled to take effect on a non-working day, his Active Work status will be based on the last working day before the scheduled Effective Date of his insurance.

An Employee must use forms provided by Us when applying for insurance.

The Employee's insurance will be effective at 12:01 A.M. Eastern Standard time as follows:

1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
  - a. the date the Employee is eligible for insurance, regardless of when he applies; or
  - b. the date the Employee's application is approved by Us if evidence of insurability is required.

Evidence of insurability is required if an Employee applying for Contributory Insurance:

1. does not apply for insurance within 31 days after the date he first became eligible; or
2. he has previously terminated his insurance while in an eligible class.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Covered Person's insurance, the increase will take effect on:

1. the first day of the pay period on or next following the date of the increase, if the Covered Person is Actively at Work on the date of increase;
2. the date the Covered Person returns to Active Work if the Covered Person is not Actively at Work on the first day of the pay period on or next following the date of the increase;
3. the first day of the pay period on or next following the date of the increase, if the first day of the pay period is a non-working day and the Covered Person was Actively at Work on his last scheduled working day before the non-working day;
4. the first day of the pay period on or next following the date of the increase if the Covered Person is on an approved layoff or leave of absence, for reasons other than a Sickness or Injury.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve his application.

Neither an increase nor a decrease in insurance will affect a Payable Claim that occurs prior to the increase or decrease.

A decrease in the amount of the Covered Person's insurance will take effect on the first day of the pay period on or next following the date of the decrease.

## **COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)**

**Family and Medical Leave of Absence:** If the Covered Person is on a Family or Medical Leave of Absence, his insurance will be governed by his Employer's policy on Family and Medical Leaves of Absence.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid and his Leave of Absence is approved in advance and in writing by his Employer.

While the Covered Person is on a Family or Medical Leave of Absence, We will use earnings from his Employer just prior to the date his Leave of Absence started to determine Our payments to him.

If the Covered Person's insurance does not continue during a Family or Medical Leave of Absence, then when he returns to Active Work:

1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.

**Termination of Covered Person Insurance:** The Covered Person's insurance will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

1. the last day of the period for which a premium payment is made, if the next payment is not made;
2. the last day of the pay period during which he ceases to be a member of a class eligible for insurance;
3. the date the Policy terminates, or a specific benefit terminates; or
4. the last day of the pay period during which he ceases to be Actively at Work, unless
  - a. Active work ceases during an approved medical leave, non-medical leave of absence, or military leave of absence, the Life Insurance Benefit and the Accidental Death and Dismemberment Benefit will continue for up to 24 months from the date he stopped active work.
  - b. Active work ceases as a result of a disability due to a sickness or accidental injury and:
    - i. that disability began before age 65; and
    - ii. the Covered Person remains continuously disabled.
5. the date he is no longer Actively at Work due to a labor dispute, including but not limited to strike, work slow down or lock out.

## DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Dependent's Eligibility:** Dependents are eligible for insurance on the latest of the following dates:

1. the date the Covered Person becomes eligible for Dependent Insurance;
2. the date a person becomes a Dependent; or
3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.

The Covered Person's Spouse or Child will not be eligible for Dependent Insurance if the Spouse or Child is:

1. eligible for insurance under the Policy as a Covered Person; or
2. a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard.

**Effective Date of Dependent Insurance:** The date the dependent is first acquired if the Employee completes a benefits enrollment form within 31 days of acquiring the Dependent.

A Covered Person must use forms provided by Us when applying for Dependent Insurance.

Dependents will not be insured until the Employee is insured.

The Dependent Insurance will be effective at 12:01 A.M. Eastern Standard time:

1. if it is Non-contributory, on the date the Dependent becomes eligible for insurance regardless of when application was made; or
2. if it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the later of:
  - a. the date the Dependent becomes eligible for insurance, regardless of when application is made; or
  - b. the date the Dependent's application is approved by Us, if evidence of insurability is required.

Evidence of insurability is required, at the Covered Person's expense, if a Covered Person applying for Contributory insurance:

1. does not apply for Dependent insurance within 31 days after the date the Dependent first became eligible; or
2. has previously terminated Dependent insurance while in an eligible class.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Dependent's insurance the increase will take effect on the same date that:

1. the Covered Person's class changes; or
2. the Dependent's status or class changes.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve the application.

A decrease in the amount the Dependent's insurance will take effect on the date of the first day of the pay period on or next following the date of the decrease.

**DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS  
(continued)**

**Termination of Dependent Insurance:** Insurance on a Dependent will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

1. the last day of the pay period during which he ceases to be a Dependent as defined in the Policy;\*
2. the last day of the pay period during which the Covered Person ceases to be a member of a class eligible for Dependent insurance;
3. the date the Covered Person's insurance under the Policy terminates;
4. the last day of the pay period during which the Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
5. the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made; or
6. the date the Covered Person's Life Insurance premiums are waived under the Waiver of Premium – Total Disability for Covered Person provision; or
7. the date the Policy terminates, or a specific benefit terminates.

\*With respect to item 1 above, coverage of a Covered Person's grandchild will not terminate solely because the grandchild is no longer the Covered Person's dependent for federal income tax purposes.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON

**Death Benefits:** We will pay the Covered Person's beneficiary the amount of insurance in force on the date of death. We will make the payment in the form of a lump sum within two months of receipt by Us of satisfactory proof of the Covered Person's death. The benefit will be paid in accordance with the beneficiary section.

**Assignment:** Life insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, the Covered Person must transfer all his present and future ownership rights to the person to whom he assigned the insurance. This includes the right to change the beneficiary and to convert the insurance. The Covered Person may not make a collateral or partial assignment of his insurance.

**Beneficiary:** The Covered Person's beneficiary will be the person(s) he names in writing to receive any amount of insurance payable due to his death.

The Covered Person may name or change a beneficiary by giving Us written notice at Our Home Office on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

If the Covered Person names more than one beneficiary, those who survive will share equally unless the Covered Person specifies otherwise. If there is no named beneficiary living at the time of the Covered Person's death, We will pay any amount due in the following order:

1. to his legal Spouse; or
2. to his mother; or
3. to his father; or
4. to his natural or legally adopted children in equal shares; or
5. to his brothers or sisters; or
6. to his executors or administrators of his estate.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person's beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the Covered Person as often as necessary, but not more often than once each three months, while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Settlement Options:** Instead of a single payment, the Covered Person may choose to have all or part of the insurance paid under one of the settlement options We have available. We will give the Covered Person full information about the options upon request.

**Conversion Privilege:** The Covered Person may convert:

1. all or part of his Life Insurance to an individual policy of life insurance, other than term insurance, if his insurance terminated because he ceases to be a member of a class eligible for insurance;
2. the amount of insurance to an individual policy of life insurance, other than term insurance, that is lost due to a reduction of insurance because of age;
3. a limited amount of insurance to an individual policy of life insurance, other than term insurance, if he has been continuously insured under the Policy (or the policy it replaced) for five years and the insurance terminated due to termination or amendment of the Policy. The amount the Covered Person may convert in this case is the smaller of the following:
  - a. the amount of Life Insurance which terminates, less the amount he became eligible for under any Policy within 31 days after this insurance terminated; or
  - b. \$10,000.

The Covered Person may convert to any policy, other than term insurance, We are issuing for the purpose of conversions. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The Covered Person must submit a written application and the first premium payment for the conversion policy to Our Home Office within 31 days after his insurance terminates. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and the form of the conversion policy, and on his class of risk and age on the date the conversion takes effect.

If the Covered Person dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled under this Policy if the individual policy has not yet taken effect. We will do this whether or not application was made. If the Covered Person dies within the 31 days allowed for making application to convert. We will do this whether or not application was made.

A conversion policy is in lieu of benefits under this section of the Policy. However, if the Covered Person is qualified for the Waiver of Premium-Total Disability provision, the converted policy will be cancelled. Premiums paid for the converted policy will be returned.

The conversion policy will take effect on the later of:

1. its date of issue; or
2. 31 days after the date this insurance terminates.

The insurance under the Policy may be reinstated within one year after termination of employment, if the Covered Person has converted and he:

1. gives Us proof that he was Totally Disabled when his insurance terminated and that his insurance would have continued in force under the Waiver of Premium-Totally Disabled provision if he had not converted; and
2. surrenders the conversion policy to Us without claim in return for premiums paid less any unpaid policy loans.

Employees rehired after converting insurance must either lapse that insurance or provide evidence of insurability to keep that individual policy.

## WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON

We will continue the Covered Person's Life Insurance in force without premium payment while he remains Totally Disabled if he:

1. becomes Totally Disabled before age 65;
2. remains Totally Disabled;
3. gives Us proof of Total Disability, as required.

We will waive the Covered Person's premium payment on a monthly basis, beginning the first day of the month after the month he became Totally Disabled. We will refund any premium paid for the Life Insurance after that day. We will not refund premiums for any period more than 12 months before the date proof of disability was furnished. This Waiver of Premium will continue to be effective even if the Policy terminates after the Covered Person becomes Totally Disabled.

**Amount of Life Insurance Under the Total Disability Benefit:** The amount of insurance continued would be the amount in force on the date the Covered Person became Totally Disabled. This amount will be reduced or terminated, based on the Schedule of Benefits in effect on the date of Total Disability. This amount will not be increased while the Covered Person remains Totally Disabled. All other Benefits will be terminated.

**Death While Totally Disabled:** If the Covered Person dies while his Life Insurance is being continued under Waiver of Premium, We will pay the amount of insurance if We receive proof:

1. of the Covered Person's death; and
2. that Total Disability was continuous from the date it began to the date of death.

**Proof of Total Disability:** We will provide forms which the Covered Person must use when giving Us proof of Total Disability. The Covered Person must give Us proof no later than 12 months after the date he became Totally Disabled. We may at any time require proof that Total Disability continues. The Covered Person must give Us proof within 60 days after Our request. After the Covered Person has been Totally Disabled for more than two years from the date of Total Disability, We will not request proof any more than once a year. We may require the Covered Person to be examined, at Our expense, by a Physician of Our choice.

**Total Disability or Totally Disabled:** For purposes of this section, the Covered Person will be considered Totally Disabled if he is unable to perform each and every duty of his occupation at his usual place of employment and he is unable to do the material and substantial duties of any job suited to his education, training or experience.

We may require the Covered Person to be examined by a Physician, other medical practitioner or vocational expert of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so, but not more often than once each three months.

**Termination of the Total Disability Benefit:** The Covered Person will no longer be eligible for the Total Disability Benefit and his Life Insurance will terminate on the earlier of the following dates:

1. the date the Covered Person ceases to be Totally Disabled. However, if he is still eligible for Life Insurance when he returns to Active Work, his Life Insurance may be continued in force if premium payments are resumed. If this is done, any increased amount of Life Insurance he may then be eligible for will take effect as described in the Effective Date of insurance provision; or

## **WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON (continued)**

2. the last day of the 60-day period following Our request for proof of Total Disability, if he does not give Us proof or refuses to take a medical exam;
3. the date premium has been waived for 12 months and the Covered Person is considered to reside outside the United States. The Covered Person is considered to reside outside the United States when he has been outside the United States for a total period of 6 months or more during any 12 consecutive months for which premium has been waived.

If the Covered Person's Total Disability ends and he does not return to Active Work, then the Covered Person may exercise the Conversion Privilege.



## ACCELERATED DEATH BENEFIT FOR COVERED PERSON

If while insured under the Policy, the Covered Person becomes terminally ill (called the “qualifying event”) with a life expectancy of less than 12 months and the Covered Person has met all of the conditions set forth below, We will pay the Covered Person the amount of insurance shown in the Schedule of Benefits.

The Covered Person may elect to receive an Accelerated Death Benefit amount that is stated on the Schedule of Benefits. However, an Accelerated Death Benefit payment against the Covered Person’s Life Insurance Benefit can only be made once in the Covered Person’s lifetime.

The Life Insurance Benefit amount will be reduced by the amount paid under this provision.

The Covered Person must submit written medical evidence signed by the treating Physician and acceptable to Us that he is:

1. under a Physician’s care for that condition, and
2. has a life expectancy of less than 12 months.

The Accelerated Death Benefit amount will be paid to the Covered Person after the Covered Person meets all of the conditions listed above.

We reserve the right to ask for a medical exam in connection with a claim. In the event that the Physician’s examinations result in conflict with the medical evidence signed by the treating Physician, a second examination from a Physician of Our choice (at Our expense) will be requested. This second exam will determine if the Covered Person has met the conditions stated above.

The Covered Person must continue to pay any applicable premium for the amount of Life Insurance Benefits remaining after the reduction.

Upon the Covered Person’s death, the amount of Life Insurance Benefits paid to the Covered Person’s beneficiary will be reduced by the amount already paid under this provision and this payment shall constitute full settlement of the death benefit payable under the Policy.

At the time of payment of the Accelerated Death Benefit, We will send a statement to the Covered Person specifying:

1. the amount of benefits paid;
2. the affect of the Accelerated Death Benefit payment on the death benefit face amount and future premiums; and
3. the amount of Life Insurance benefits remaining.

**Limitations:** Accelerated Death Benefits will not be payable if:

1. the Covered Person has assigned his Life Insurance Benefits; or
2. We have been notified that all or a portion of the Life Insurance Benefits are to be paid to the Covered Person’s former Spouse as part of a divorce agreement; or
3. the Covered Person is required by law to accelerate benefits in order to meet the claims of creditor(s); or
4. the Covered Person is required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement.

The Accelerated Death Benefit is not available to Retired Covered Persons.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON

If the Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

**Amount of Insurance:** The amount of insurance shown in the Schedule of Benefits will be paid according to the following table:

Loss of life	100%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Loss of speech	50%
Loss of hearing	50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb.

In paying this benefit, We will consider only losses sustained while insured under this section of the Policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one Injury.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)**

**Seat Belt and Air Bag Benefit for Covered Person:** We will pay an additional benefit for the loss of the Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened. A benefit is not payable under this provision, if:

1. the Covered Person is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
2. the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

An additional Air Bag Benefit will be paid if:

1. Seat Belt Benefit is payable; and
2. the private Passenger Car is equipped with a single Air Bag and the Covered Person is the driver; or
3. the private Passenger Car is equipped with an Air Bag for both the driver and for the front passenger seat and the Covered Person is the driver or front seat passenger; or
4. the private Passenger Car is equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Covered Person is the driver, front seat passenger or rear seat passenger; and
5. the police report or other evidence establishes that the Air Bag inflated properly upon impact.

We will pay:

1. A Seat Belt benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit; or
2. A Seat Belt and Air Bag Benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit.

However, the amount payable will not exceed \$10,000 for the Seat Belt Benefit or \$20,000 for the combined Seat Belt and Air Bag Benefit.

The accident causing the Covered Person's death must occur while the Covered Person is insured under the Policy.

**Passenger Car** means, for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. **Seat Belt** means any restraint device which meets published federal safety standards, has been installed by the car manufacturer or reinstalled according to the manufacturer's specifications and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

**Air Bag** means, for the purposes of this Accidental Death and Dismemberment Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards, be installed by the car manufacturer or consist of proper replacement parts as required by the car manufacturer's specifications and not have been altered after such installation.

**Limitations:** We will not pay a benefit for a loss caused directly or indirectly by:

1. disease, bodily or mental infirmity, or medical or surgical Treatment of these;
2. suicide or intentionally self-inflicted Injury, while sane or insane;
3. participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared while the Covered Person is serving in the armed services;

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)**

5. use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician; or
6. driving while intoxicated, as defined by the applicable state law where the loss occurred.

**Notice of Claim:** Written notice of a claim for death or Injury must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death or the date the Injury occurred. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature, and extent of the loss involved.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in a lump sum within two months of receipt by Us of satisfactory Proof of Claim. The benefit will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the Covered Person as often as necessary, but not more often than once each three months, while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Assignment:** Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.

## LIFE INSURANCE BENEFIT FOR DEPENDENTS

**Death Benefits:** We will pay the Life Insurance Benefit amount in force on a Dependent in the form of a lump sum, if insured under this section of the Policy, within two months of receipt by Us of satisfactory proof of his death. The amount of insurance is shown in the Schedule of Benefits. Eligible Dependents are defined in the "General Definitions" section of the Policy.

**Assignment:** The Dependent Life Insurance Benefit provided by the Policy cannot be assigned.

**Beneficiary:** Benefits will be paid to:

1. the Covered Person, if living;
2. the legal Spouse of the Covered Person, if the Covered Person is not living; or
3. the estate of the Dependent, if the legal Spouse of the Covered Person is not living.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the insured Dependent, as often as necessary while the claim is pending, but not more often than once each three months. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Conversion:** A Dependent may convert all or part of his Life Insurance to an individual life policy, other than term insurance, if his insurance terminates because:

1. the Covered Person ceases to be a member of a class eligible for Life Insurance;
2. the Covered Person's legal Spouse lost insurance due to a reduction of insurance because of age;
3. the Covered Person is Totally Disabled or dies; or
4. the Dependent is no longer eligible for Dependent Life Insurance. A Dependent may convert a limited amount of insurance to an individual life policy, other than term insurance, if he was continuously insured under the Policy (or the policy it replaced) for five years if his insurance terminated due to the Policy being terminated or amended.

## **LIFE INSURANCE BENEFIT FOR DEPENDENTS (continued)**

The amount the Dependent may convert in this case is the smaller of the following:

1. the Life Insurance Benefit amount which terminates less the amount he may become eligible for under any group within 31 days after this insurance terminated; or
2. \$10,000.

The Dependent may convert to any policy We are using for the purpose of conversions. The conversion policy will not have disability or other supplemental benefits. No evidence of insurability is required. The Dependent must submit a written application and the first premium to Our Home Office within 31 days after this insurance terminated. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and form of the conversion policy, and on the Dependent's class of risk and age on the date the conversion takes effect.

If the Dependent dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled under this Policy if the individual policy has not yet taken effect. We will do this whether or not application was made.

The conversion policy will take effect on the later of:

1. its date of issue; or
2. 31 days after the date this insurance terminated.

## **REPATRIATION BENEFIT FOR COVERED PERSONS AND DEPENDENTS UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay a Repatriation Benefit if all of the following requirements are met:

1. an Accidental Death and Dismemberment Loss of Life benefit as the result of an Injury is payable on behalf of the Covered Person's death or the death of a Dependent;
2. The Covered Person's or the Covered Person's Dependent's death occurs more than 100 miles from his primary place of residence and occurs outside the state or country of the Covered Person's or the Covered Person's Dependent's place of permanent residence; and
3. Covered Expenses are incurred for the preparation and transportation of the Covered Person's body or the Dependent's body to a mortuary near the primary place of residence.

The amount of the Repatriation Benefit is the lesser of:

1. the Covered Expenses incurred; or
2. 5% of the Covered Person's Accidental Death & Dismemberment Loss of Life benefit; or
3. \$5,000.

The Repatriation Benefit is payable to the person who incurs the expenses.

Covered Expenses include, but are not limited to the usual and customary fee or charge for the services rendered and supplies furnished in the area where services are rendered or the supplies are furnished. Such services and supplies include, but are not limited to, embalming, cremation, coffins, and transportation.

## **INSURANCE FOR EXPOSURE AND DISAPPEARANCE FOR COVERED PERSONS UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay an Accidental Death and Dismemberment Loss of Life benefit if an Injury is sustained by a Covered Person who is unavoidably exposed to the elements and as a result of the exposure suffers a loss of life.

We will presume a Covered Person suffered Loss of Life due to an Injury if:

1. the Covered Person is riding in a Common Carrier that is involved in an accident covered under the Policy;
2. as a result of the accident, the Common Carrier is wrecked, sinks, is stranded, or disappears; and
3. the Covered Person's body is not found within one year of the date the accident occurred.

**Common Carrier means:** for the purposes of this Exposure and Disappearance Benefit:

1. any land or water vehicle, transport or vessel including, but not limited to, a vehicle, transport or vessel licensed to carry passengers for hire; or
2. any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.



## STATUTORY PROVISIONS

### ARKANSAS

Residents of the state of Arkansas, the following provision is included to bring your Certificate into conformity with Arkansas state law:

#### **Insurer Information Notice**

Any questions regarding the Policy may be directed to:  
UnitedHealthcare Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427  
1-866-615-8727

If the question is not resolved, you may contact the Arkansas Insurance Department:  
Arkansas Insurance Department  
Consumer Services Division  
400 University Tower Building  
Little Rock, Arkansas 77204  
Telephone: 1-800-852-5494

### IDAHO

Residents of the state of Idaho, the following provision is included to bring your Certificate into conformity with Idaho state law:

#### **Definition of Dependent**

When dependent coverage is included in the Certificate of Coverage, the definition of Dependent will not include a Domestic Partner. The state of Idaho does not recognize a Domestic Partner as a Dependent eligible for Dependent Life or Accidental Death and Dismemberment Insurance.

#### **Incontestability**

The Incontestability provision as contained in the section entitled CERTIFICATE GENERAL PROVISIONS is hereby changed to read as follows:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for one year from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been force prior to the contest for a period of one year during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

### LOUISIANA

Residents of the state of Louisiana, the following provision is included to bring your Certificate into conformity with Louisiana state law:

#### **Applicable to Policies that include an Accelerated Death Benefit:**

NOTICE: This is a Life Insurance Policy which pays Accelerated Death Benefits at the Policyholder's option under conditions specified in the Policy.

## MINNESOTA

Minnesota has determined that its statutory requirements apply to Minnesota residence when non-Minnesota situated Employers have 25 or more Employees residing in Minnesota.

Any questions regarding these statutory requirements may be directed in writing to:

UnitedHealthcare Specialty Benefits  
Contract Services  
MN010-W115  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

## MISSOURI

Residents of the state of Missouri, the following provision is included to bring your Certificate into conformity with Missouri state law:

### **Suicide**

When a Suicide Limitation for Life Insurance is included in the Certificate of Coverage, no benefit will be paid for any loss caused directly or indirectly from suicide occurring within one year after the Covered Person's initial effective date or effective date or any increase of additional insurance.

In the event the insured dies as a result of suicide within one year from the date of issue of the policy, the Policyholder shall promptly refund all premiums paid for coverage.

### **Waiver**

When a WAIVER OF PREMIUM section is included in the Certificate of Coverage the definition of Total Disability or Totally Disabled is replaced with the following:

**Total Disability or Totally Disabled:** For purposes of this section, means the Covered Person's inability, because of sickness or injury to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve (12) months, unless the total benefit period is less than twelve (12) months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the insured is qualified by education, training or experience.

## MONTANA

Residents of the state of Montana, the following provision is included to bring your Certificate into conformity with Montana state law:

**Conformity with Montana Statutes:** For Montana residents, the provisions of this Policy are intended to conform to the minimum requirements of Montana law. If any provision of the Policy conflicts with any Montana statutes, the provision will be deemed to conform to the minimum requirements of the Montana law.

### **Discretionary Authority**

When a Discretionary Authority provision is shown in the CERTIFICATE GENERAL PROVISIONS section it is hereby deleted in its entirety.

### **Dependent Definition**

When dependent coverage is included in the Certificate of Coverage, the definition of a Dependent Child shall include a child placed for adoption.

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, the definition of a Domestic Partner will be expanded to include a person of the opposite or same sex.

## **MONTANA (continued)**

### **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is modified to allow a Covered Person to convert a limited amount of insurance to an individual policy of life insurance, other than term, if he has been continuously insured under the Policy (or the policy it replaced) for three years and the insurance terminated due to termination or amendment of the Policy.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is modified to allow a Dependent to convert a limited amount of insurance to an individual life policy, other than term, if he was continuously insured under the Policy (or the policy it replaced) for three years if his insurance terminated due to the Policy being terminated or amended.

## **NEW HAMPSHIRE**

Residents of the state of New Hampshire, the following provision is included to bring your Certificate into conformity with New Hampshire state law:

### **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is expanded to include the following:

The Covered Person will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. If this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Covered Person at the last address furnished to the Policyholder.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is expanded to include the following:

The Dependent will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. IF this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Dependent at the last address furnished to the Policyholder.

### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate of Coverage is modified to include the following:

Failure to furnish such proof of claim within the Certificate of Coverage stated time limit will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as it was reasonably possible.

### **Discretionary Authority**

When a Discretionary Authority provision is shown in the Certificate of Coverage GENERAL PROVISIONS section it is hereby deleted in its entirety.

## NORTH CAROLINA

Residents of the state of North Carolina, the following provision is included to bring your Certificate into conformity with North Carolina state law:

### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate is modified as follows:

Written proof of claim must be filed within 180 days of the loss. However, if it is not possible to give proof within 180 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

### **Occupational Injury or Sickness Exclusion**

Any exclusion that applies to an Occupational Injury or Sickness is hereby replaced by the following:

An Occupational Injury or Sickness for treatments which are paid under the North Carolina Worker's Compensation Act only to extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

## NORTH DAKOTA

Residents of the state of North Dakota, the following provision is included to bring your Certificate into conformity with North Dakota state law:

**10 Day Right to Examine Certificate:** There is a 10 day right to review this Certificate. If You decide not to keep it, it may be returned to Us within 10 days of the original Certificate Effective Date. In that event, We will consider it void from the Certificate Effective Date and refund all premium paid. Any claims paid during the initial 10 day period will be deducted from the refund.

## OKLAHOMA

Residents of the state of Oklahoma, the following provision is included to bring your Certificate into conformity with Oklahoma state law:

**Certificates delivered to residents of state of Oklahoma are subject to Oklahoma laws.**

### **Dependent Child Definition**

When dependent coverage is included in the Certificate of Coverage, no age limitation will be applied to a Dependent Child who is an Eligible Student.

The term "Child" includes a natural child, legally adopted child, stepchild, foster child or any child who is under the custody of the Covered Person

### **Incontestability**

The Incontestability provision shown in the Certificate GENERAL PROVISIONS section is replaced by the following:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

## **OKLAHOMA (continued)**

### **Life Insurance Payment of Claim:**

The Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

When dependent coverage is included in the Certificate of Coverage, the Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

## WASHINGTON

Residents of the state of Washington, the following provision is included to bring your Certificate into conformity with Washington state law:

### **Accelerated Death Benefit**

When an ACCELERATED DEATH BENEFIT section is include in the Certificate of Coverage, the following Accelerated Death Benefit Notice is also included:

If you receive payment of accelerated death benefits from a life insurance policy, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for you. We cannot give you advice about this. You may wish to obtain advice from a tax professional or an attorney before you decide to receive accelerated benefits from a life insurance policy.

This Accelerated Death Benefit is not intended to qualify under section 101(g)(26 U.S.C. 101(g) or section 770B(26U.S.C. 7702B) of the Internal Revenue Code of 1986 as amended by Public Law 104-191

### **Accidental Death and Dismemberment Benefit**

The first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON section is replaced by the following:

The Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

When dependent Accidental Death and Dismemberment coverage is included in the Certificate of Coverage, the first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED DEPENDENT section is replaced by the following:

The Dependent suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

# UnitedHealthcare Insurance Company

## Notice of Privacy Policy and Practices

### **Purpose of this Notice**

UnitedHealthcare Insurance Company respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This Notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former members.

### **Types of Personal Information We Collect**

We collect a variety of personal information to administer a member's life or health coverage. Some of this information is provided by members in enrollment forms, surveys and correspondence (such as address, Social Security number, and dependent information). We also receive personal information (such as eligibility and claims information) through transactions with our affiliates and members, employers, insurance agents, other insurers, and health care providers. We retain this information after a member's coverage ends. We limit the collection of personal information to that which is necessary to administer our business, provide quality service and meet regulatory requirements.

### **How We Protect Personal Information**

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide our products or services to members (for example, our claims processors and care coordinators). These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable law. We meet strict physical, electronic and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

### **Disclosure of Personal Information**

We may share any of the personal information we collect (as described above) with our affiliates as permitted by law. We may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our attorneys, accountants and auditors, a member's authorized representative, health care providers, third party administrators, insurance agents and brokers, other insurers, consumer reporting agencies, and law enforcement or regulatory authorities. We may also disclose any of the personal information we collect (as described above) to companies that perform marketing services on our behalf or to other companies with whom we have joint marketing or disease management agreements. We do not disclose personal information to any other third parties without a member's request or authorization.

### **Individual Rights to Access and Correct Personal Information**

We have procedures for a member to access the personal information we collect, and other than information we collect in connection with, or in anticipation of, a lawsuit or legal claim, we will make this information available to the member upon written request. Our goal is to keep our member information up-to-date and to correct inaccurate information. We have procedures in place to ensure the integrity of our information and for the timely correction of incorrect information. If you believe that any personal information we have about you is not accurate, please let us know by contacting our Compliance Officer at UnitedHealthcare Specialty Benefits, Mail Route MN010-W115, 6300 Olson Memorial Highway, Golden Valley, MN 55427.

### **Further Information**

We may amend our privacy policy from time to time. In accordance with applicable law, we will send our current customers a Notice describing our privacy policy and practices at least once a year. It will also be available upon request. This Notice is provided on behalf of the following UnitedHealthcare Insurance Company affiliates:

For purposes of this Notice of Privacy Practices, “we” or “us” refers to the following UnitedHealthcare entities: All Savers Insurance Company; AmeriChoice of New Jersey, Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, Inc.; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.; MAMSI Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Eyecare of North Carolina, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; UnitedHealthcare of Alabama, Inc.; UnitedHealthcare of Arizona, Inc.; UnitedHealthcare of Arkansas, Inc.; UnitedHealthcare of Colorado, Inc.; UnitedHealthcare of Florida, Inc.; UnitedHealthcare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; UnitedHealthcare of Kentucky, Ltd.; UnitedHealthcare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; UnitedHealthcare of the Midlands, Inc.; UnitedHealthcare of the Midwest, Inc.; UnitedHealthcare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; UnitedHealthcare of Ohio, Inc.; UnitedHealthcare of Tennessee, Inc.; UnitedHealthcare of Texas, Inc.; UnitedHealthcare of Utah; UnitedHealthcare of Wisconsin, Inc.; UnitedHealthcare Insurance Company; UnitedHealthcare Insurance Company of Illinois; UnitedHealthcare Insurance Company of New York; UnitedHealthcare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.