



**The Union Labor Life Insurance Company**  
Incorporated Under the laws of the State of Maryland  
WASHINGTON, D.C.

Statutory Home Office: 32 South Street, Baltimore, Maryland 21202  
Main Administrative Office: 8403 Colesville Road, Silver Spring, MD 20910  
Phone: (202) 682-0900 or 1-(800) 431-5425

**Certifies that it has issued Life Policy No. G-3314  
and Health Policy No. C-4579**

**to**

**ROOFERS UNION LOCAL 30 COMBINED HEALTH AND WELFARE FUND  
(the Policyholder)**

This Certificate describes the benefits and main points of the Policy for individuals who are eligible for insurance under the Policy. The benefits described in this Certificate apply to individuals only if they are eligible, become insured, and remain insured in accordance with all the terms and conditions of the Policy. If there is a discrepancy between the terms of the Policy and this Certificate, the Policy will control.

This Certificate replaces any prior Certificates issued by the Company to individuals covered under the Policy.

**READ YOUR CERTIFICATE CAREFULLY!**

**THE UNION LABOR LIFE INSURANCE COMPANY**

**SECRETARY**

**PRESIDENT**

**Tax Implications:** The receipt of an Accelerated Benefit will reduce the death benefit, and may be taxable income to the Person or to the Person's Beneficiary. The Person and the Beneficiary should consult with a personal tax advisor.

**CERTIFICATE OF GROUP INSURANCE  
(The Certificate)**

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## SECTION 1 - SCHEDULE OF BENEFITS

THE AMOUNT OF INSURANCE OF ANY PERSON SHALL BE BASED UPON THE FOLLOWING:

<u>FORMS OF INSURANCE</u>	<u>AMOUNT OF INSURANCE</u>
	<u>PERSONS</u>

### LIFE INSURANCE BENEFIT

Class 1	\$10,000.00
Class 2	\$ 5,000.00
Class 3	\$ 2,500.00

### PERSONS

### ACCELERATED LIFE INSURANCE BENEFIT

An amount chosen by the Person which shall not be: (1) less than \$5,000; or (2) more than 50% of the amount of life insurance.

### PERSONS

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (AD&D) (Principal Sum)

Class 1	\$10,000.00*
Class 2	\$ 5,000.00*

\*The Amount of Insurance will terminate at retirement or at age 70.

### WORKPLACE ACCIDENTAL DEATH BENEFIT

### PERSONS

An additional amount equal to one times the standard AD&D amount up to a maximum of \$50,000.

## **SECTION 2 - DEFINITIONS**

**Defined terms are shown in the Policy with an initial capital letter. The following definitions apply to these terms when used in the Policy, unless otherwise defined where such term is used.**

### **Company**

The Union Labor Life Insurance Company, 8403 Colesville Road, Silver Spring, MD 20910.

### **Doctor**

An individual licensed as a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.). The term "Doctor" shall also include any licensed or certified health care provider as required by state law, for services which are within the scope of the health care provider's license or certificate.

### **Illness**

A disorder or disease of the body or mind. Illness shall include: (a) pregnancy; (b) childbirth; and (c) related medical conditions.

### **Injury**

Bodily harm that: (a) the Person sustains while this benefit is in force; and (b) is not the result of an Illness.

### **Officer of the Company**

The Chairman, Chief Executive Officer, President, a Vice President, the Secretary or Assistant Secretary of the Company.

### **Person**

An employee and/or member of a Participating Employer who is insured under the Policy and in a Class of Eligible Persons.

### **Policy**

The contract, the application, and any subsequent amendment that the Company issues to the Policyholder.

## SECTION 3 - ELIGIBILITY

### PERSONS

#### Classes of Eligible Persons

The following classes of Persons are eligible for insurance under the Policy:

All employees of Participating Employers, whose employment is the subject of a Collective Bargaining Agreement by and between the Participating Employers and Roofers Union Local 30 Combined Health and Welfare Fund, and who are classified as follows:

Class 1 - Eligible Employees	Commercial Employees working in covered employment for a participating employer who meet the eligibility requirements for fund benefits.
Class 2 - Apprentices	Commercial Apprentices (Third and Fourth) working in covered employment for a participating employer who meet the eligibility requirements for fund benefits.
Class 3 - Retirees	Eligible employees who: 1) retire on or after age 50; 2) have at least ten years of continuous service; 3) had coverage continuously for the three years immediately preceding the date of retirement; and 4) enroll for coverage within 60 days after coverage as an Eligible Employee ends.

#### When A Person First Becomes Eligible

A Person, who is in a Class of Eligible Persons on or after the Policy Effective Date, will be eligible for the insurance provided by the Policy on the later of the:

1. Policy Effective Date; or
2. ***Applicable to Class 1 and Class 2***, first day of the Benefit Period following the date the Person worked at least 625 hours in a six-month period or 1,250 hours in a 12-month period immediately preceding the Benefit Period (either January 1<sup>st</sup> or July 1<sup>st</sup>) during which a participating employer makes contributions to the plan on his or her behalf.
3. ***Applicable to Class 3 only***, first day of the month after coverage as an Eligible Employee ends, provided the Person enrolls for such coverage. If benefits as an Eligible Employee would end less than six months after the retirement date, he or she will continue to receive active benefits for the balance of six month from the retirement date. If the Person does not enroll for coverage within 60 days of the loss of coverage as an Eligible Employee, he or she will not be eligible for retiree benefits.

The six-month or twelve-month period used to determine eligibility is called a “***Look-Back Period***.” A “***Benefit Period***” is the six month period beginning either January 1<sup>st</sup> or July 1<sup>st</sup>.

## **SECTION 3 – ELIGIBILITY**

**(Continued)**

### **Effective Date of Person's Insurance**

*Applicable to Class 1 and Class 2*, a Person's insurance will become effective on the date he or she is eligible.

*Applicable to Class 3 only*, a Retiree's insurance will become effective on the date he or she retires.

### **Continuation of Eligibility**

Once insured, a Person will continue to be eligible for each Benefit Period provided he or she continues to work the necessary hours in the previous six or twelve-month Look-Back Period.

### **When a Person's Insurance Terminates**

A Person's insurance under the Policy will terminate upon the earliest of:

1. the date the Policy terminates;
2. the date the Person is no longer in a Class of Eligible Persons under the Policy;
3. the date premium payments on behalf of the Person cease;
4. the date the Person fails to pay the required premium, if any, when due;
5. the date the Person enters into full-time active duty with the armed forces of any country; or
6. the last day of the Benefit Period preceding the date the Person fail to meet the eligibility requirements.

### **Reinstatement of Insurance**

1. If a Person's insurance terminates because he or she enters into full-time active duty with the armed forces of any country, it will be reinstated on the date he or she returns to active work:
  - a. for a Participating Employer; and
  - b. within 90 days of discharge from military service.
2. If a Person's insurance terminates for any other reason, he or she may again become eligible for the insurance by satisfying the requirement of eligibility as a new employee under the provision titled *When a Person First Becomes Eligible* in this Section of the Policy.

## SECTION 4 - LIFE INSURANCE BENEFIT

### PERSONS

The Life Insurance Benefit will be paid if a Person dies while insured under this benefit.

#### Benefit Determination

The amount of benefit to be paid will be the Amount of Insurance as shown in the **Schedule of Benefits** Section which is in force for the Person on the date of his or her death, subject to all the terms and conditions of the Policy.

#### Benefit Payment

The benefit will be paid to the Person's named Beneficiary, upon receipt of due proof of death, as provided in the **Claim Payment** Section.

#### Assignment of Benefits

A Person may not assign his or her Life Insurance Benefit under the Policy to any individual or entity.

### CONVERSION PRIVILEGE

If an individual's Life Insurance Benefit, or any portion thereof, terminates, he or she is entitled to convert all or a portion of the Amount of Insurance which has been terminated. This conversion will be to an individual policy of life insurance ("Conversion Policy"). The individual will not be required to submit proof of good health to convert.

#### Conversion Rights for Persons

##### Conversion Rights, upon Individual Termination or Class Change

If a Person's Life Insurance Benefit, or any portion thereof, terminates because he or she:

1. ceases to be eligible under "Classes of Eligible Persons" appearing under PERSONS in the **Eligibility** Section; or
2. transfers from one Class of Eligible Persons to another, and the class to which he or she has transferred, offers lesser benefits;

he or she may convert up to the Amount of Insurance which terminated, less any amount for which he or she becomes eligible under the Life Insurance Benefit of the Policy or under any other group policy within 31 days from the date of termination.

##### Conversion Rights Upon Individual Reduction due to Age or Retirement

If a Person's Life Insurance Benefit is reduced because of the individual's:

1. age; or
2. retirement;

he or she may convert up to the amount of the reduction.

## **SECTION 4 - LIFE INSURANCE BENEFIT (Continued)**

### **Conversion Rights upon Policy or Class Termination**

If a Person's Life Insurance Benefit terminates because the Policy:

1. terminates; or
2. is amended to terminate coverage for a Class of Eligible Persons under which the Person was insured;

he or she may convert to an amount that does not exceed the lesser of the following, provided the Person has been continuously insured under the Life Insurance Benefit of the Policy (or the plan which the Policy replaced) for at least 5 years:

1. the amount of Life Insurance Benefit in effect for the Person on the date of termination, less any amount for which he or she is or becomes eligible under the Policy or any other group policy (which replaces the Policy) within 31 days after the date of termination; or
2. \$2,000.

### **Notice of Conversion Privilege**

The Policyholder must notify an individual of his or her right to convert. If the notice is not given by the 16th day of the 31-day Conversion Period, the individual will have an additional period in which to convert. The additional period will expire 15 days from the date he or she is notified, but in no event will the right to convert be extended more than 60 days beyond the date the individual's insurance terminated under the Policy. Written notice presented to the individual, or mailed to his or her last known address, shall constitute notice for purposes of this provision.

In no event is the individual's Life Insurance Benefit extended beyond the end of the 31-day Conversion Period, whether or not notice is given.

### **Conversion Period**

To qualify for a Conversion Policy, an individual must submit a written application to the Company and pay the first premium due within 31 days from the date his or her Life Insurance Benefit terminates under the Policy, unless an additional period in which to convert has been granted as shown in *Notice of Conversion Privilege* in this Section.

### **Conversion Policy**

An individual who is eligible to convert is entitled to convert to any individual policy which is then being offered by the Company, other than term insurance, or insurance which provides disability or other supplemental benefits.

### **Premium Rates**

The premium rates for the Conversion Policy will be the Company's premium rates in effect for the amount and type of policy elected and based on the individual's class of risk and attained age (age nearest birthday at the date of issue of the Conversion Policy) on the effective date of the Conversion Policy.

## **SECTION 4 - LIFE INSURANCE BENEFIT (Continued)**

### **Effective Date**

The individual life insurance Conversion Policy will take effect:

1. at the end of the 31-day period; or
2. 31 days after the date of the notice, but not beyond 60 days after insurance terminated under the Policy;

provided the premium has been paid before the end of such period.

### **Death Within the Conversion Period**

If an individual dies during the 31-day Conversion Period, the maximum Amount of Insurance which he or she was entitled to convert under the Life Insurance Benefit will be paid as a benefit under the Policy, to the last Beneficiary named by the individual, whether or not conversion was applied for, and premium paid.

If a Conversion Policy was applied for, such Conversion Policy will be null and void even if the Conversion Policy had been issued; and no death claim will be payable under the Conversion Policy. The Company will return any premium paid for the Conversion Policy.

### **Limitation on Amount Converted**

No individual who is insured or who becomes insured under the Policy and who holds an individual life insurance policy obtained through exercise of the Conversion Privilege of the Policy, shall again be entitled to exercise the Conversion Privilege for which he or she is otherwise eligible as long as such individual policy of life insurance remains in effect.

## **SECTION 4 - LIFE INSURANCE BENEFIT (Continued)**

### **WAIVER OF PREMIUM (Persons Only)**

A Person under the age of 60:

1. who becomes Totally Disabled while insured under the Policy;
2. who has been Totally Disabled for at least 9 months; and
3. for whom premium payments continue to be made or whose coverage is terminated for failure to meet the Eligibility requirements stated in the Policy because of Total Disability;

may apply to continue his or her life insurance under this Waiver of Premium provision. The initial continuation of insurance under this provision will be for 12 months from the date premium payments on behalf of the Person cease, but in no event longer than 24 months from the date Total Disability began.

Waiver of Premium will continue until the earlier of:

1. the date the Person's Total Disability ends;
2. the end of the 12-month period; or
3. the date the Person attains age 65.

“Totally Disabled” and “Total Disability” mean the Person’s complete inability; due to Injury or Illness; to engage in any business, occupation or employment for which the Person is qualified, or becomes qualified by reason of education, training, or experience, for pay; profit; or compensation.

The Person must submit satisfactory written proof (the “Initial Proof”) of Total Disability within 12 months from the date premium payments on behalf of such Person cease; but in no event more than 24 months from the date Total Disability began.

The Initial Proof must show that the Total Disability:

1. began while the Person was insured under the Policy;
2. began before the attainment of age 60; and
3. has rendered the Person Totally Disabled for at least 9 consecutive months.

### **Notice of Application for Waiver Determination**

The Company will give written notice to the applicant within 10 days of receipt of an application for waiver. The notice will state whether or not the application is approved and give the reasons for any disapproval. If the application for waiver is disapproved, the Person may continue eligibility under the Policy for Life Insurance only if the Policyholder continues the Person on a premium-paying basis.

## **SECTION 4 - LIFE INSURANCE BENEFIT (Continued)**

A Person who is denied continuation of his or her group Life Insurance through Waiver of Premium and:

1. is not continued by the Policyholder on a premium-paying basis; or
2. did not exercise his or her right to convert to an individual policy of life insurance;

may be entitled to the same conversion rights that applied to the Person on the date his or her Life Insurance would have terminated in the absence of this Waiver of Premium provision.

A Person who holds an individual conversion policy and who has been denied continuation of his or her group Life Insurance through Waiver of Premium, may continue his or her coverage under the individual conversion policy.

### **Death of Person Before or While Waiver of Premium is in Effect**

If a Person applies for waiver under this provision and dies before this Waiver of Premium is in effect, the Beneficiary must submit written proof that Total Disability continued without interruption from the date the Person became Totally Disabled to the date of death. Except that if at the time of death, Life Insurance on the Person has been continued on a premium paying basis, the Amount of Insurance inforce under the Policy will be paid to the beneficiary, subject to the all the terms and conditions of the Policy.

If a Person dies while this Waiver of Premium is in effect, the Beneficiary must submit written proof that Total Disability continued without interruption from the last anniversary of the Company's receipt of proof Total Disability to the date of death.

### **Benefit Amount**

The amount of Life Insurance continued under this Waiver of Premium, will be the Amount of Insurance in force for the Person on the date insurance would otherwise have terminated in the absence of this waiver provision. The amount of Life Insurance continued under this Waiver of Premium is subject to any reduction or termination in the Amount of Insurance, as shown on the Schedule of Benefits.

Any Person who:

1. is approved for waiver under this provision and
2. holds an individual policy of life insurance through exercise of the Conversion Privilege under the Policy;

is not entitled to receive benefits under both the Policy and the individual conversion policy for the same amounts of insurance. At the time of the Person's death, payment will be made under the Policy only if the individual policy is surrendered to the Company without claim other than for return of the premiums paid, less dividends.

## **SECTION 4 - LIFE INSURANCE BENEFIT (Continued)**

### **Continuance of Waiver of Premium**

A Person who has applied for and received approval of Waiver of Premium for the Life Insurance Benefit under the Policy, may continue the Waiver of Premium until the Person attains age 65; provided the Person:

1. remains Totally Disabled and
2. submits written proof of continued Total Disability each year within 3 months of the anniversary date of the date the Person became Totally Disabled.

### **Right to Require Examination**

The Company, at its own expense, may require a Person whose Life Insurance has been continued by this Waiver of Premium to be examined by a Physician of its choice, at any reasonable time during the Person's first two years of Total Disability. After two years, the Company will not require such examination more than once a year.

### **Conversion Privilege**

A Person, whose Life Insurance was continued by this Waiver of Premium, may be entitled to the same conversion rights that applied to the Person on the date his or her Life Insurance would have terminated in the absence of this Waiver of Premium provision.

## **SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT**

The following Accelerated Life Insurance Benefit shall apply to the Life Insurance Benefit of the Policy only. This benefit does not apply to any supplemental life insurance benefit, to any Accidental Death and Dismemberment Benefit, nor to any other benefits provided by the Company to the Policyholder.

### **Definitions**

The following definitions are applicable only to this Accelerated Life Insurance Benefit provision:

"Accelerated Benefit" means the amount of life insurance that will be paid in accordance with the terms and conditions of the Policy prior to a Person's death if the conditions of the Accelerated Life Insurance Benefit provision are met.

"Person" is the individual who: is eligible as a Person under the Classes of Eligible Persons under the Policy. He or she is an active employee; and is not Totally Disabled, or on Waiver of Premium or Extended Death Benefit, on the effective date of the Policy, or the provision if added later.

"Totally Disabled and Total Disability" mean the Person's complete inability, due to Injury or Illness, to engage in any business, occupation or employment for which the Person is qualified or becomes qualified by reason of education, training or experience, for pay, profit or compensation.

"Terminal Illness or Terminally Ill" means a determination is made by a Doctor that the Person, while insured under the Policy, has a life expectancy of 12 months or less as the result of a medical condition caused by Injury or Illness.

### **Payment of the Accelerated Benefit**

Payment of the Accelerated Benefit shall be made in one lump sum to the Person, or to the entity or party so designated in writing by the Person, and will not exceed the maximum benefit and limitations shown in the **Schedule of Benefits** Section. Only one Accelerated Benefit shall be payable per Person.

### **Effect on Amount of Insurance under the Life Insurance Benefit**

Once the Accelerated Benefit has been paid, the Amount of Insurance under the Life Insurance Benefit on the Person shall be reduced by the amount of the Accelerated Benefit payment. The remaining Amount of Insurance Amount will remain in effect, subject to any reduction or termination and all other conditions and terms of the Policy. The Amount of Insurance available for conversion under the Life Insurance Benefit shall be reduced by the amount of the Accelerated Benefit payment.

### **Conditions for which Benefits are Payable**

"Condition(s)" means any of the medical conditions and circumstances for which benefits are payable under the Policy.

Benefits shall be payable under the Policy for the following Condition(s):

1. the Terminal Illness which results in a life expectancy of not more than 12 months; and
2. a medical condition which requires extraordinary medical intervention, such as, but not limited to, major organ transplant or conditions for artificial life support, without which death would result; and

## **SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT** **(Continued)**

3. a medical condition which requires continuous confinement in an eligible Institution, and such Person is expected to remain in such or similar Institution for the remainder of his or her life:

"Institution" means a nursing home or skilled nursing facility, which is licensed as such by the state, and which provides skilled nursing care by registered graduate nurses, under the direction of at least one Doctor; and

4. a medical condition which would, in the absence of extensive or extraordinary medical treatment, result in a drastically limited life span. Such conditions may include, but are not limited to, one or more of the following: (a) coronary artery disease which results in acute infarction or which requires surgery; (b) permanent neurological deficit which results from cerebral vascular accident; (c) end stage renal failure; or (d) Acquired Immune Deficiency Syndrome.

### **Conditions for Payment**

Payment of an Accelerated Benefit is subject to the following:

1. the request for payment of the benefit must be made to the Company in writing by the insured Person or such Person's legal representative.
2. the diagnosis of a Condition must be made by a licensed qualified Doctor who is other than the Person or a member of such Person's family; related by blood or marriage;
3. the written consent of an assignee or irrevocable beneficiary, if any, must be given to the Company.
4. the Person, at his or her own expense, must provide proof satisfactory to the Company of the diagnosis and effect on life expectancy; such proof shall include, but is not limited to, clinical, radiological and laboratory evidence.

If a Person dies after a request is made for the Accelerated Benefit, but before such benefit is paid, the Accelerated Benefit is not payable. The Amount of Insurance under the Life Insurance Benefit of the Policy will be paid to the Beneficiary as if no request for an Accelerated Benefit had been made.

### **Medical Determination**

If the Person and the Company do not agree on the diagnosis of the Condition or its effect on life expectancy, either may request, in writing, an additional medical determination. The procedure shall be as follows:

1. the Person and the Company shall each select an independent Doctor;
2. both Doctors will: (a) examine the Person and all his or her medical records; and (b) submit a written opinion;
3. if both Doctors do not agree, they will choose a third disinterested Doctor acceptable to both;
4. the third Doctor will examine the Person and his or her medical records, and submit a written opinion as to a final determination;
5. if the opinion of the third Doctor is in favor of the Person, the Company will pay the expenses of the Doctors involved; and

## **SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT (Continued)**

6. if the opinion of the third Doctor is in favor of the Company, the Company will pay the expenses of its Doctors and of the third Doctor; and the Person shall pay the expenses of his or her Doctor.

It is agreed that this will be the sole remedy for resolving any differences of medical opinion and determination for purposes of the Policy.

### **Waiver of Premium**

The request for an Accelerated Benefit and the submission of supporting medical evidence may be used to comply with the requirements for submission of written proof of Total Disability under the provision titled Waiver of Premium. In all other respects, all other conditions of the Waiver of Premium provision shall remain in full force and effect, and shall apply only to those Persons as outlined therein.

### **Conversion**

Regardless of anything to the contrary in the Policy, this Accelerated Life Insurance Benefit may not be converted to an individual policy. Refer to *Effect on Amount of Insurance under the Life Insurance Benefit* in this Section of the Policy.

### **Exceptions to Applicability of an Accelerated Benefit**

This Accelerated Life Insurance Benefit provision provided herein shall not apply:

1. to any Life Insurance Benefit with a face amount of less than \$10,000;
2. to request for payment of the benefit for any other reason other than a Condition as described in the Policy;
3. if the required premium for the Life Insurance Benefit under the Policy is due and unpaid;
4. to any supplemental life benefit, Accidental Death and Dismemberment benefit or to any other benefit provided by the Company to the Policyholder except for the Life Insurance Benefit provided under the Policy;
5. when all or a portion of the Person's Life Insurance Benefit is to be paid as part of a divorce settlement;
6. if the Person is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
7. if the Person is required by a government agency to use this benefit to apply for, obtain or keep a government benefit or entitlement; or
8. if the Illness or Injury which caused the medical condition is caused by intentional self-inflicted Injury or attempt at suicide.

## **SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT (Continued)**

### **Termination of the Accelerated Benefit**

The Accelerated Benefit for all Persons shall terminate on the earliest of:

1. the date the Policy is terminated; or
2. the date the Accelerated Life Insurance Benefit provision is terminated.

The Accelerated Benefit, with respect to an individual Person, shall terminate on the earliest of:

1. the date the Person's Life Insurance Benefit under the Policy terminates;
2. the date the Person retires;
3. the date of death of the Person; or
4. the date of payment of the Accelerated Benefit made on behalf of the Person.

### **Tax Implications**

The Company shall not be responsible for any tax or any other effects of any Accelerated Benefit payment. The receipt of an Accelerated Benefit will reduce the death benefit, and may be taxable income to the Person or to the Person's Beneficiary. The Person and the Beneficiary must consult with a personal tax advisor.

## **SECTION 6 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

Upon receipt of due proof of loss, the Accidental Death and Dismemberment Benefit will be paid if:

1. The Person, while insured under this benefit, suffers an accidental injury; and
2. As the direct result of the accident, and independent of all other causes, the Person:
  - a. suffers a Covered Loss, other than death, within 90 days after the accident; or
  - b. dies at any time after the accident; and

A "Covered Loss" means the following permanent loss or condition:

1. Life,
2. A hand, by complete severance at or above the wrist joint;
3. A foot, by complete severance at or above the ankle joint; or
4. An eye, involving irrecoverable and complete loss of sight in the eye;

except as excluded under Exclusions in this Section, and subject to all the term and conditions of the Policy.

### **SCHEDULE OF LOSSES**

#### **FOR LOSS OF:**

#### **THE BENEFIT IS:**

LIFE .....	THE PRINCIPAL SUM
TWO HANDS.....	THE PRINCIPAL SUM
TWO FEET.....	THE PRINCIPAL SUM
SIGHT OF TWO EYES.....	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT.....	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE .....	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE .....	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT.....	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE.....	ONE-HALF THE PRINCIPAL SUM

If the Person suffers more than one loss in any one accident, payment shall be made only for that loss for which the largest amount is payable.

### **WORKPLACE ACCIDENTAL DEATH BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay a Workplace Accidental Death Benefit as shown on the Schedule if the Person suffers a Covered Loss as a result of a Workplace Injury.

Workplace Injury means (1) a bodily injury caused by an accident that occurs while the Person is at his or her workplace and performing his or her regularly scheduled union work or serving in an official capacity for his or her local, state, or national labor organization; or (2) an Injury that occurs while the Person is:

- (1) Traveling from his or her residence to his or her workplace to begin performing his or her regularly scheduled union work or service in an official capacity for his or her local, state, or national labor organization; or

**SECTION 6 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**  
**(Continued)**

(2) Traveling from his or her workplace to his or her residence after having performed his or her regularly scheduled union work or service in an official capacity for his or her local, state, or national labor organization.

The Workplace Injury must be the direct cause of a Covered Loss and must be independent of all other causes.

**Exclusions**

No benefit will be paid for any loss that is caused directly or indirectly, or in whole or in part, by any of the following:

1. bodily or mental Illness or disease of any kind;
2. ptomaines or bacterial infections (except infections caused by pyogenic organisms which occur with and through an accidental cut or wound);
3. suicide or attempted suicide while sane or insane;
4. intentional self-inflicted Injury;
5. participation in, or the result of participation in, the commission of an assault, or a felony, or a riot, or a civil commotion;
6. war or act of war, declared or undeclared; or any act related to war, or insurrection;
7. medical or surgical treatment of an Illness or disease;
8. service in the armed forces of any country while such country is engaged in war;
9. travel or flight as pilot or crew member in any kind of aircraft including, but not limited to a glider, a seaplane, or a hang kite;
10. travel or flight in or descent from any kind of aircraft as a passenger, pilot, crew member or participant in training that is owned, operated, or leased by or on behalf of the Policyholder, a Participating Employer or the armed forces; or being operated for any training or instructional purpose;
11. intake of any drug, medication or sedative unless prescribed by a Doctor, or the intake of any alcohol in combination with any drug, medication or sedative;
12. use of alcohol, non-prescriptive drugs or controlled substances, such as PCP (also known as "angel dust"), LSD or any other hallucinogens, cocaine, heroin or any other narcotics, amphetamines or other stimulants, barbiturates or other sedatives or tranquilizers, or any combination of one or more of these substances; or
13. driving while intoxicated as defined by applicable state law.

## **SECTION 7 – LABOR DISPUTE WAIVER OF PREMIUM BENEFIT**

The following benefit shall apply to the Life Insurance Benefit and Accidental Death and Dismemberment Benefit of the Policy only. This benefit does not apply to any other benefits provided by the Company to the Policyholder.

In the event the Person (1) participates in a lawful strike authorized by his or her union or (2) is locked out as the result of a labor dispute between his or her union and employer, we will waive premiums for the Person's coverage. The Person must be covered under the Policy before the strike or lock-out begins. The waiver of premium begins on the next monthly premium due date following a 30-day waiting period after the date the strike or lock-out begins.

The waiver stops and premium payments must resume on the earliest of:

1. One year from the date the waiver began;
2. The next premium due date after the strike or lock-out is resolved;
3. The next premium due date after the Person returns to work or is offered the opportunity to return to work for his or her employer; or
4. The next due date after the Person's employment is terminated.

**Notice and Proof of Strike or Lock-Out.** Before benefits begin, we must receive at our Administrative Office, written notice and proof satisfactory to us of the strike or lock-out (i.e. verification from the Person's labor union). To receive benefits under this benefit, satisfactory proof of the status of the strike or lock-out must be given to us when and as often as we may reasonably require, but in no event less than every 30 days. We will stop providing benefits if proof is not provided under the provisions of this benefit.

The Person or Policyholder must notify us as soon as the strike or lock-out is resolved; when the Person returns to work or is offered the opportunity to return to work for his or her employer; or when the Person's employment is terminated.

## SECTION 8 - CLAIM PAYMENT

### **BENEFICIARY (Life Insurance and Accidental Death and Dismemberment Benefits)**

#### **For Persons**

A Person's Beneficiary is the party or parties named by the Person, as shown on the Company's records, to receive the benefits payable under the Policy upon the Person's death. The Person may name one or more Beneficiaries to receive the death benefit.

The Person may change the Beneficiary at any time, without the consent of the previously named Beneficiary. Such change must be requested in writing on a form furnished by or satisfactory to the Company. Such change will take effect upon receipt of the signed form at the office of the Policyholder.

Upon receipt of Satisfactory Proof of Claim, the Company will pay the death benefit due under the Life Insurance and Accidental Death and Dismemberment Benefits to the Person's named Beneficiary as follows:

1. If the Person has named more than one Beneficiary, each surviving Beneficiary will share equally, unless otherwise indicated by the Person when the Beneficiaries were named.
2. If there is no named Beneficiary, or if no named Beneficiary is surviving at the time of death of the Person, payment will be made to the first surviving class in the following order of preference:
  - a. the surviving spouse;
  - b. the Person's children, in equal shares;
  - c. the Person's parents, in equal shares;
  - d. the Person's brothers and sisters, in equal shares; or
  - e. the executors or administrators of the Person's estate.

In order to determine which class of individuals is entitled to the death benefit, the Company may rely on an affidavit made by any individual listed above. If payment is made based on such affidavit, the Company will be discharged of its liability for the amount so paid, unless written notice of claim by another individual listed above is received before payment is made.

3. If the Beneficiary is a minor or someone not able to give a valid release for payment, the Company will pay the benefit to his or her legal guardian. If there is no legal guardian, the Company may pay the individual or institution who has, in its opinion, custody and principal support of such Beneficiary. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

## **SECTION 8 - CLAIM PAYMENT (Continued)**

### **LIFE INSURANCE**

#### **Proof of Claim**

Satisfactory Proof of Claim will include a certified copy of the individual's death certificate and any other data that the Company may require to establish the validity of the claim.

#### **Facility of Payment**

If an individual appears to the Company to be equitably entitled to compensation because he or she has incurred expenses on behalf of the Person's burial, the Company may pay to such individual the expenses incurred up to \$250. Such payment, however, shall not exceed the amount due under the Policy. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

#### **Mode of Payment**

Death benefit proceeds will be paid to the Beneficiary in one lump sum

#### **Maximum Payment of Benefits**

The total benefit payable under the Policy for Life Insurance will never exceed the Amount of Insurance shown in the **Schedule of Benefits** Section. In no event will payment be made under more than one of the following Life Insurance provisions:

1. Life Insurance Benefit;
2. Waiver of Premium; or
3. Conversion Privilege.

## **SECTION 8 - CLAIM PAYMENT (Continued)**

### **ACCIDENT AND HEALTH INSURANCE**

#### **Notice and Claim Forms**

In order to receive a claim form for filing a claim, written notice of a claim must be given to the Company within 90 days after the date of a loss which is covered under the Policy. Otherwise, the Company must be notified as soon as it is reasonably possible to do so. If claim forms are available from the Policyholder, written notice of a claim is not required in order to receive a claim form.

Upon receipt of the written notice of claim, the Company or Policyholder will provide claim forms for filing proof, to the Person making a claim. If the Person does not receive the claim forms within 15 days after he or she sent notice of a claim, the Person can file a claim without a claim form by sending the Company written proof of claim which includes the information required under *Proof of Loss* as described below.

#### **Proof of Loss**

Proof of the loss for which a claim is made must be given to the Company no later than 90 days after the date of loss. A claim will not be reduced or denied for failure to provide proof within this time, if it is shown that it was not reasonably possible to furnish proof, and that proof was provided as soon as it was reasonably possible.

The proof of the loss must include all information necessary for the Company to determine the:

1. nature of the loss; and
2. date of the loss.

The Company may require, as part of the proof, authorization to obtain medical and non-medical information. The Company will notify the Person of any additional information required to process a claim.

#### **Payment of Claims**

For a covered loss, benefits shall be paid directly to the Person. In case of loss of life, benefits will be made to the Person's Beneficiary.

#### **Right to Examination and Autopsy**

The Company, at its own expense, has the right to have:

1. the Person whose claim is pending examined, by a Doctor of its choice; and
2. an autopsy performed, if it is not prohibited by law.

## **SECTION 8 - CLAIM PAYMENT**

**(Continued)**

### **Legal Actions**

A claimant, or the claimant's authorized representative cannot start any legal action with respect to a claim:

1. until 60 days after proof of claim, as required above, has been given; nor
2. more than 3 years after the time proof of claim is required.

## **SECTION 9 – GENERAL PROVISIONS**

### **New Entrants**

Eligible new individuals may be added from time to time, to the group or class of individuals originally insured, in accordance with the terms and conditions of the Policy.

### **Statements; Incontestability of Insurance**

All statements made by the Policyholder or a Person are considered to be representations and not warranties. No such statements may be used to contest the validity of the Policy or a Person's insurability, or to reduce benefits unless:

1. it is in writing and signed by the Policyholder or the Person; and
2. a copy of the statement is given to the policyholder, Person or his or her Beneficiary.

The Policy will not be contested after it has been in force for 2 years from the date of issue, except for non-payment of premiums.

A Person's insurance will not be contested after such insurance has been in force for 2 years during his or her lifetime. This provision does not preclude the Company from asserting defenses based upon non-payment of premium.

### **Misstatement of Age**

If the age of a Person has been misstated, the Company will use the Person's true age to determine:

1. the effective date or termination date of the Person's insurance under the Policy;
2. the amount of insurance; and
3. any other rights or benefits affected by age.

Based on true age, the Company may make an adjustment to the premiums, the benefits, or both.

### **Policy Not in Lieu of Workers' Compensation Insurance**

The Policy is not in lieu of, and does not affect any requirements for insurance by state Workers' Compensation Insurance laws.

### **Conformity with State Statutes**

Any provision of the Policy that is in conflict with the laws of the state in which the Policy is delivered, or issued for delivery, is amended to conform to the minimum requirements of those laws.