



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

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-3316  
and Health Policy No. C-4581**

**to**

**TEAMSTERS LOCAL 922 - EMPLOYERS HEALTH TRUST  
(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**

  
**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)**

## **NOTICE OF PROTECTION PROVIDED BY MARYLAND LIFE AND HEALTH INSURANCE GUARANTY CORPORATION**

This notice provides a brief summary of the Maryland Life and Health Insurance Guaranty Corporation (the Corporation) and the protection it provides for policyholders. This safety net was created under Maryland law, which determines who and what is covered and the amounts of coverage.

The Corporation is not a department or unit of the State of Maryland and the liabilities or debts of the Life and Health Insurance Guaranty Corporation are not liabilities or debts of the State of Maryland.

The Corporation was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Corporation will typically arrange to continue coverage and pay claims, in accordance with Maryland law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Corporation are:

- Life Insurance

- \$300,000 in death benefits.
- \$100,000 in cash surrender or withdrawal values.

- Health Insurance

- \$500,000 for basic hospital, medical, and surgical insurance or major medical insurance provided by health benefit plans.
- \$300,000 for disability insurance.
- \$300,000 for long-term care insurance .
- \$100,000 for a type of health insurance not listed above, including any net cash surrender and net cash withdrawal values under the types of health insurance listed above.

- Annuities

- \$250,000 in the present value of annuity benefits, including net cash withdrawal values and net cash surrender values.
- With respect to each payee under a structured settlement annuity, or beneficiary of the payee, \$250,000 in present value annuity benefits, in the aggregate, including any net cash surrender and net cash withdrawal values.

The maximum amount of protection for each individual, regardless of the number of policies or contracts is:

- \$300,000 in aggregate for all types of coverage listed above, with the exception of basic hospital, medical, and surgical insurance or major medical insurance.

- \$500,000 in aggregate for basic hospital, medical, and surgical insurance or major medical insurance.

**NOTE: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Maryland law.

To learn more about the above protections, please visit the Corporation's website at [www.mdlifega.org](http://www.mdlifega.org), or contact:

Maryland Life and Health  
Insurance Guaranty Corporation  
8817 Belair Road, Suite 208  
Perry Hall, Maryland 21236  
410-248-0407

Maryland Insurance  
Administration  
200 St. Paul Place, Suite 2700  
Baltimore, Maryland 21202  
1-800-492-6116, ext. 2170

**Insurance companies and agents are not allowed by Maryland law to use the existence of the Corporation or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Corporation coverage. If there is any inconsistency between this notice and Maryland law, then Maryland law will control.**

## TABLE OF CONTENTS

Section	Page
SECTION 1 - SCHEDULE OF BENEFITS	1
SECTION 2 – DEFINITIONS	2
SECTION 3 – ELIGIBILITY PERSONS	3 3
SECTION 4 - LIFE INSURANCE BENEFIT PERSONS CONVERSION PRIVILEGE WAIVER OF PREMIUM (Persons Only)	5 5 5 8
SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT	11
SECTION 6 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT	15
SECTION 7- CLAIM PAYMENT BENEFICIARY LIFE INSURANCE ACCIDENT AND HEALTH INSURANCE	22 22 23 24
SECTION 8 - GENERAL PROVISIONS	26

## SECTION 1 - SCHEDULE OF BENEFITS

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

### FORMS OF INSURANCE

### AMOUNT OF INSURANCE PERSONS

#### LIFE INSURANCE BENEFIT

Class 1	\$50,000.00*
Class 2	\$25,000.00
Class 3	\$10,000.00

\*The Amount of Insurance will be reduced by 50% of the original Amount of Insurance, at age 70.

### 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	\$50,000.00*
Class 2	\$25,000.00

\*The Amount of Insurance will be reduced by 50% of the original Amount of Insurance, at age 70.

### PERSONS

#### WORKPLACE ACCIDENTAL DEATH BENEFIT (Applicable to Class 1 and Class 2 only)

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 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 Teamsters Local 22 - Employers Health Plan, and who are classified as follows:

Class 1 - Actives Under Age 70

Class 2 - Actives Age 70 and Over

Class 3 - Retirees

#### 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. date contributions are made on a Person's behalf by his or her Participating Employer. Once contributions begin eligibility is determined as follows:

Contributions Commenced	Eligibility Month
January	February
February	March
March	April
April	May
May	June
June	July
July	August
August	September
September	October
October	November
November	December
December	January

#### 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*, a Retiree's insurance will become effective on the date he or she retires.

### **SECTION 3 – ELIGIBILITY (Continued)**

#### **Continuation of Eligibility**

Once insured, a Person will continue to be eligible, provided the Participating Employer continues to pay premiums for employees who cease active work in an eligible class.

#### **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.
6. the date the participating employer discontinues making contributions to the Teamsters Local 922 Health Trust Fund on the Person's behalf; or
7. the date the Person retires in accordance with the participating employer's retirement plan.

#### **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 make an assignment of all the incidents of ownership of his or her Life Insurance Benefit, but only if the Company is given actual notice of the assignment. Any such assignment will not take effect with the Company prior to the date a copy of the assignment is received at its Administrative Office. The Company assumes no responsibility for the validity or sufficiency of any such assignment. Collateral assignments, by whatever name, are not permitted.

### **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 evidence of insurability 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.

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

### **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.

### **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. \$10,000.

### **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 91 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.

## **SECTION 4 - LIFE INSURANCE BENEFIT**

### **(Continued)**

#### **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.

#### **Effective Date**

The individual life insurance Conversion Policy will take effect at the end of the 31-day period 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 provision. The initial continuation of insurance will be for 12 months from the date premium payments on behalf of the Person cease, the date Total Disability began, or the date the application for waiver is approved; whichever occurs first.

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 even on a part-time basis; 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 the premium payments on behalf of such Person cease; or he or she becomes Totally Disabled.

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.

At the option of the Company; the 9-month waiting period may be waived for a Total Disability; which is considered permanent and irrevocable.

## **SECTION 4 - LIFE INSURANCE BENEFIT**

**(Continued)**

### **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.

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 in force 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 of 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 the premium payments for the Person cease; or he or she became Totally Disabled. 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.

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

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.

##### **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 for additional 12-month periods; 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 he or she became Totally Disabled.

Continuance will not extend beyond the date the Person attains age 65.

##### **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: (1) is eligible as a Person under the Classes of Eligible Persons under the Policy; (2) is an active employee; (3) has been insured under the Policy for a minimum of 2 years; and (4) 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

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

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
3. a medical condition which requires continuous confinement in an eligible Institution if the Person has been confined a minimum of 6 months, and such Person is expected to remain in such or similar Institution for the remainder of his or her life:
  - a. after the Person's effective date of coverage under the Policy; and
  - b. while the Policy is in effect as to such Person.

"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:
  - a. by a licensed qualified Doctor who is other than the Person or a member of such Person's family;
  - b. after the Person's effective date of coverage under the Policy; and
  - c. while the Policy is in effect as to such Person.
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.



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

### **(Continued)**

#### **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
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;

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

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's life insurance under the Policy has been in force for less than 2 years, or if the Person is Totally Disabled, or on Waiver of Premium on the effective date of the Policy or this Accelerated Life Insurance Benefit provision, whichever is later;
7. if the Person is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
8. 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
9. if the Illness or Injury which caused the medical condition is caused by intentional self-inflicted Injury or attempt at suicide.

**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 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 365 days after the accident; or
  - b. dies at any time after the accident;

A "Covered Loss" means permanent loss of:

1. life; or
2. a hand, by complete severance at or above the wrist joint;
3. a foot, by complete severance at or above the ankle joint;
4. an eye, involving irrecoverable and complete loss of sight in the eye;
5. 2 or more phalanges of both the thumb and the index finger from one hand by complete severance;
6. Speech and/or hearing loss. Loss of speech and/or hearing means the entire and irrecoverable loss of speech or hearing, as certified by a Diplomat of the American Board of Otolaryngology;
7. Quadriplegia (total, irreversible paralysis of all four limbs);
8. Paraplegia (total, irreversible paralysis of both lower limbs); or
9. Hemiplegia (total, irreversible paralysis of one arm and one leg on the same side of the body);

except as excluded under *Exclusions* in this Section, and subject to all the terms and conditions of the Policy. The amount of benefit to be paid for a Covered Loss is determined as follows:

### 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

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

**SCHEDULE OF LOSSES**  
**(Continued)**

**FOR LOSS OF:**

**THE BENEFIT IS:**

THUMB AND INDEX FINGER .....	ONE-FOURTH THE PRINCIPAL SUM
SPEECH AND HEARING .....	THE PRINCIPAL SUM
SPEECH OR HEARING .....	ONE-HALF THE PRINCIPAL SUM
QUADRIPLÉGIA.....	THE PRINCIPAL SUM
PARAPLEGIA.....	ONE-HALF THE PRINCIPAL SUM
HEMIPLEGIA .....	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
- (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.

**REPATRIATION BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay a Repatriation Benefit of up to \$5,000, but not to exceed the Principal Sum, for the preparation and transportation of the Person's body to a mortuary if:

1. The Person dies as a result of an accident for which an Accidental Death & Dismemberment benefit is payable; and
2. The Person's death occurs at least 75 miles away from his or her principal place of residence.

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

### **SEAT BELT BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay a Seat Belt Benefit if:

1. The Person dies as a result of an automobile accident for which an Accidental Death & Dismemberment benefit is payable; and
2. The seat belt was in actual use and properly fastened, as certified in the official police report, at the time of the accident; and
3. The Person was driving or riding in an automobile driven by a licensed driver who was neither:
  - a. Intoxicated nor driving while impaired. Intoxication and impairment shall be determined by the law of the jurisdiction in which the accident occurs, with or without conviction; nor
  - b. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended unless as prescribed by a licensed physician. Conviction is not necessary for a determination of being under the influence.

The amount of the Seat Belt benefit is the lesser of:

1. 10% of the Principal Sum; or
2. \$1,000 if an official police report certifying that the seat belt is properly fastened cannot be submitted with the claim.

### **AIR BAG BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay an Air Bag Benefit if the Person dies in an accident payable under the Accidental Death and Dismemberment benefit while the Person is positioned in a seat protected by a properly functioning, original, factory installed Supplemental Restraint System that inflates on impact (air bag). The additional amount payable under this Benefit is 5% of the Principal Sum up to \$5,000.

### **EDUCATION BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay an Education Benefit for the Person's Dependent Student if the Person's death is the result of an accident for which the Accidental Death & Dismemberment Benefit is payable.

**Student** means a Dependent who, on the date of the Person's death, is:

1. A full-time post high school student in a school of higher education; or

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

**(Continued)**

2. A high school student but who becomes a full-time post high school student in a school of higher education within 365 days after the Person's death.

**School of higher education** means an institution that:

1. Is legally authorized by the State in which it is located; and
2. Provides a program for either:
  - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
  - b. Gainful employment so long as such program provides at least one year of training; and
3. Is accredited by an agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

### **Amount of Benefit**

The Benefit for each Dependent Student shall equal the lesser of the Principal Sum of the Person's Accidental Death & Dismemberment Benefit or \$12,000.

### **Payment of Benefit**

The Company will pay the Dependent Education Benefit in four equal annual installments. We will pay one Dependent Education Benefit to each Dependent Student during any one school year. If the Dependent Student is a minor, We will pay the benefit to the legal representative of the minor.

### **When Benefit Ends**

A Dependent Student will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

1. Our payment of the fourth installment of the Dependent Education Benefit on behalf of or to the Dependent Student; or
2. At the end of the time period during which Due Proof must be submitted if no Due Proof is submitted.

## **SPECIAL CHILD EDUCATION BENEFIT**

If the Person's Dependent does not qualify as a Student, but is enrolled in an elementary or high school, the Company will pay a Child Education Benefit in the amount of \$1,000. This benefit is payable once upon proof that the Person has died as a result of an accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after the Person's death, the Person's Dependent is a full-time student in an elementary or high school. This benefit is in addition to any other benefit payable under the Policy.

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

### **(Continued)**

**Student** means a Dependent who, on the date of the Person's death, is:

1. A full-time post high school student in a school of higher education; or
2. A high school student but who becomes a full-time post high school student in a school of higher education within 365 days after the Person's death.

**School of higher education** means an institution that:

1. Is legally authorized by the State in which it is located; and
2. Provides a program for either:
  - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
  - b. Gainful employment so long as such program provides at least one year of training; and
3. Is accredited by an agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

### **FELONIOUS ASSAULT BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay a Felonious Assault Benefit if the Person suffers a Covered Loss that occurs as the result of what is legally called a "felonious assault." This occurs when the Person is the victim of a criminal act such as, but not limited to, kidnapping, robbery, assault and battery.

This Benefit is 10% of the Principal Sum. The assault must occur while the Person is on the job, actively working for his/her employer.

### **SURVIVOR BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay a Survivor Benefit of \$500 per month for 6 months following the Person's death, if the Person dies in an accident for which an Accidental Death & Dismemberment benefit is payable.

Regardless of whom the Person named as Beneficiary, this benefit:

1. Is paid to the Person's spouse if living, or
2. Is divided equally among any Dependent children the Person may have, if the Person does not have a living spouse.

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

### **COMMON CARRIER**

In addition to any other benefit payable under the Policy, the Company will pay a Common Carrier benefit, if the Person dies:

1. As a result of an accident for which an Accidental Death & Dismemberment benefit is payable;
2. While riding, or traveling, in a Common Carrier as a fare paying passenger; and
3. Within 365 days of the accident.

The amount payable under this Benefit is the Principal Sum.

**Common Carrier** means any land, water or air conveyance operated under common carrier license for the transport of passengers for hire.

### **EXPOSURE BENEFIT**

In addition to any other benefit payable under the Policy, the Company will pay an Exposure Benefit equal to the Principal Sum for the loss of the Person's life if:

1. Such loss of life resulted from unavoidable exposure to the elements while traveling in a conveyance;
2. The conveyance in which the Person was traveling:
  - (a) Disappeared,
  - (b) Made a forced landing,
  - (c) Sank,
  - (d) Was stranded, or
  - (e) Was wrecked; and
3. After one year, the Person's body has not been found.



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

**Exclusions**

No benefit will be paid for any loss that is caused by any of the following:

1.       bodily or mental Illness or disease of any kind;
2.       bacterial infections (except infections caused by pyogenic organisms which occur with and through an accidental cut or wound). This exclusion does not apply to bacterial infections contracted by the Person as the result of the Person being a victim of a crime;
3.       suicide or attempted suicide while sane or insane;
4.       intentional self-inflicted Injury;
5.       a Person's voluntary participation in, or the result of a Person's voluntary participation in, the commission of a felonious assault or felony;
6.       war or act of war, declared or undeclared; or any act related to war, or voluntary 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.      parachuting, skydiving, bungee cord jumping, flying, ballooning, hang-gliding, parasailing or any other aeronautic activities except as a fare paying passenger on a commercial aircraft;
11.      a loss sustained or contracted in consequence of the Person being under the influence of narcotics or illegal drugs, unless taken as prescribed by a Physician; or
12.      a Person's driving while intoxicated as defined by applicable state law.

## **SECTION 7 - 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 7 - 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 \$2,500. 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 7 - 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 or after the beginning of a Period of Disability. 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.

Accidental Death and Dismemberment benefits will be paid not more than 30 days after receipt of written proof of loss.

## **SECTION 7 - CLAIM PAYMENT**

### **(Continued)**

#### **Facility of Payment**

If any benefit is payable to the Person's estate or to a person who is a minor or someone who lacks the capacity to give a valid release for payment, the Company may pay the benefit, up to an amount of \$1,000, to any relative by blood or connection by marriage of the Person who is deemed by the Company to be equitably entitled to the benefit. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

#### **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.

#### **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 8 – GENERAL PROVISIONS**

### **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 avoid insurance or reduce benefits under the Policy, 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, the 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. Only statements that are in writing and signed by the Person can be used in a contest. 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.