## YOUR BENEFIT PLAN

## **Fairfax County Water Authority**

# All Regular Active Full-Time Employees other than Board Members

Basic Life Insurance
Supplemental Life Insurance
Dependent Life Insurance
Accidental Death and Dismemberment Insurance

Certificate Date: July 1, 2009

MetLife

## MetLife

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

### **CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. PLEASE READ THIS CERTIFICATE CAREFULLY.

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder:

Fairfax County Water Authority

**Group Policy Number:** 

140577-1-G

Type of Insurance:

Term Life & Accidental Death and Dismemberment

Insurance

MetLife Toll Free Number(s):

For Claim Information

FOR LIFE CLAIMS: 1-800-638-6420

THIS CERTIFICATE ONLY DESCRIBES LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

BENEFICIARY DESIGNATION MAY NOT APPLY IN THE EVENT OF ANNULMENT OR DIVORCE Under Virginia law (Virginia Code § 20-111.1), a revocable beneficiary designation in a policy or group certificate held by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse predeceased the descendent. In the event of annulment or divorce proceeding, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree of annulment or divorce: (I) execute a separate written agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree or annulment or divorce; or (ii) make certain that the decree of annulment or divorce contains a provision stating that the beneficiary designation is not to be revoked pursuant to §20-111.1.

THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

### **SCHEDULE OF BENEFITS**

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible;
- which You elect, if subject to election; and
- · which are in effect.

### BENEFIT

### **BENEFIT AMOUNTS AND HIGHLIGHTS**

### Life Insurance For You

### **Basic Life Insurance**

For Active Employees	An amount equal to 2 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Maximum Basic Life Benefit	\$500,000
Accelerated Benefit Option	Up to 80% of Your Basic Life amount not to exceed \$400,000
For Retirees	\$25,000
Accelerated Benefit Option	Up to 80% of Your Basic Life amount not to exceed \$20,000

### Supplemental Life Insurance

### For Active Employees who elect:

Option 1	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 2	An amount equal to 2 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 3	An amount equal to 3 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 4	An amount equal to 4 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 5	An amount equal to 5 times Your Basic Annual Earnings, rounded to the next higher \$1,000

Life amount not to exceed \$400,000

### **ESTATE RESOLUTION SERVICES**

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You or Your Spouse (for the Will Preparation Service) or You or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Services or get the name of a Plan Attorney that you can speak with about these Services, please call (800) 821-6400.

## THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

### Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

### **Probate Service**

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

## THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

### Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and the Affiliate, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

### GCERT2000

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

#### **Probate Service**

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

### Accidental Death and Dismemberment Insurance (AD&D) for You

#### **Full Amount for AD&D**

For Active Employees	An amount equal to Your Basic Li	lfe
	Insurance	

Maximum Accidental Death and Dismemberment

Full Amount ...... \$500,000

#### Additional Benefits:

Seat Belt Benefit	Yes
Air Bag Use Benefit	Yes

Spouse Education Benefit ...... Yes

Common Carrier Benefit...... Yes

### Schedule of Covered Losses for Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life	100%
below the elbow	50%
Loss of a foot permanently severed at or above the ankle but	0070
below the knee	50%
	75%
Loss of a leg permanently severed at or above the knee	75%
Loss of sight in one eye	50%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

	s of any combination of hand, foot, or sight of one eye, as	
-{	ined above 1	100%
1	s of the thumb and index finger of same hand	25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs	100%
Paralysis of both legs	50% 50%
Paralysis of one arm or leg	25%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage ...... 100%

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma......1

1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months

Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

### If You Are Age 65 Or Older

if You are age 65 or older on Your effective date of insurance, the appropriate percentage from the following table will be applied to the amount of Your Basic Life and Accidental Death and Dismemberment Insurance on Your effective date of insurance.

If You are under age 65 on Your effective date of insurance, the amounts of Your Basic Life and Accidental Death and Dismemberment Insurance on and after age 65 will be determined by applying the appropriate percentage from the following table to the amount of Your Insurance in effect on the day before Your 65th birthday:

Age of Employee	<u>Percentage</u>
65	65%
70	45%
75	30%

### **Life Insurance For Your Dependents**

For Your Spouse	\$10,000
Accelerated Benefit Option	Up to 80% of Your Dependent Life amount not to exceed \$8,000
For each of your Children:	
15 days oid to 5 years old	\$1,000
5 years old to 19, 23 if full-time student	\$2,000
Minimum Child Dependent Life Benefit	\$1,000
Maximum Child Dependent Life Benefit	\$2,000

If Your Spouse is age 70 or older on the Spouse's effective date of insurance, Life Insurance is not available. If Your Spouse is under age 70 on the effective date of insurance, the Spouse's Life Insurance will end on the date on which the Spouse attains age 70.

### Life insurance For You

### Portability Eligible Life Insurance:

### In any combination of Basic Life and Supplemental Life insurance:

Maximum Portability Eligible Life Insurance Amount ..... The lesser of Your total Life

Insurance in effect on the date You elect to Port or

\$2,000,000.

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy issued to replace this Group Policy;
- \$10,000.

### Life Insurance For Your Spouse

### Portability Eligible Dependent Spouse Insurance

### When Porting Dependent Spouse Insurance along with Insurance for You

Minimum Portability Eligible Dependent Spouse Life Insurance Amount......\$2,500

#### When Porting Dependent Spouse insurance alone

Minimum Portability Eligible 

Maximum Portability Eligible

Dependent Spouse Life Insurance Amount..... The lesser of Your total

Dependent Spouse Life Insurance in effect on the date You elect to Port or

\$250,000.

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Portability Eligible Dependent Insurance that ends
  under the Group Policy less the amount of life insurance for which You become eligible under any group
  policy issued to replace this Group Policy; or
- \$10,000.

### Life Insurance For Your Children

### Portability Eligible Dependent Child Insurance

Minimum Portability Eligible Dependent Child Life Insurance Amount	\$1,000
Maximum Portability Eligible Dependent Child Life Insurance Amount	The lesser of Your total Dependent Child Life Insurance in effect on the date You elect to Port or

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

\$25,000.

- the amount of Your Portability Eligible Insurance or Portability Eligible Dependent Insurance that ends
  under the Group Policy less the amount of life insurance for which You become eligible under any group
  policy issued to replace this Group Policy; or
- 10.000.

### **DEFINITIONS**

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business:
- an alternate place approved by the Policyholder; or
- a place to which the Policyhoider's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Basic Annual Earnings means Your gross annual rate of pay as determined by Your Policyholder, excluding overtime and other extra pay. "Basic Annual Earnings" for You if You are a salesman includes commissions and/or bonuses which shall be averaged for the most recent 12 month period.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

### Child means the following:

Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild who is:

- at least 15 days old, under age 19, unmarried and supported by You; or
- under age 23 and who is:
  - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
  - unmarried:
  - supported by You; and
  - not employed on a full-time basis.

### The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

### For Texas residents Child means the following for Life Insurance:

Your natural child, adopted child or stepchild who is under age 25 and unmarried. The term also
includes Your grandchild who is under age 25, unmarried and who was able to be claimed by You as a
dependent for Federal Income Tax purposes at the time You applied for Life Insurance.

A child will be considered Your adopted child during the period You are party to a suit in which You are seeking the adoption of the child.

### The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

### **DEFINITIONS** (continued)

Common Carrier means a government regulated entity that is in the business of transporting fare paying passengers.

#### The term does not include:

- chartered or other privately arranged transportation;
- taxis; or
- · limousines.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory insurance includes: Supplemental Life Insurance and Dependent Life Insurance.

Dependent(s) means Your Spouse and/or Child.

Full-Time means Active Work on the Policyholder's regular work schedule for the eligible class of employees to which You belong. The work schedule must be at least 20 hours a week.

Hospital means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

### Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
  - a hospice facility;
  - an intermediate care facility; or
  - a long term care facility; or
- receipt of the following treatment, wherever performed:
  - chemotherapy;
  - radiation therapy; or
  - dialysis.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

#### Physician means:

- · a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

### **DEFINITIONS** (continued)

#### The term does not include:

- You:
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
  - · parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition:
- · Our obligation to pay the claim; and
- · the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

We, Us and Our mean MetLife.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and Your mean an employee who is insured under the Group Policy for the insurance described in this certificate.

### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

### **ELIGIBLE CLASS(ES)**

All regular Active Full-Time employees of the Policyholder other than board members.

For Retired Full-Time employees of the Policyholder other than board members:

You are eligible for insurance if You were Actively at Work and covered for insurance on the day immediately preceding the date of Your retirement and have retired in accordance with the Policyholder's retirement plan. Please be aware that:

- references to Active Work and Actively at Work will not apply; and
- end of employment will mean the end of the person's status as a retiree, as stated in the Policyholder's retirement plan.

#### DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

You will be eligible for the insurance described in this certificate on the later of:

- 1. July 1, 2009; and
- 2. If You enter an eligible class prior to the 16<sup>th</sup> of the calendar month, the first day of the calendar month following the date You enter that class; or
- 3. If You enter an eligible class on or after the 16<sup>th</sup> of the calendar month, the first day of the second calendar month following the date You enter that class.

### **Previous Employment With The Policyholder**

If You were employed by the Policyholder and insured by Us under a policy of group life insurance when Your employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Policyholder within 2 years after such employment ended, unless You surrender:

- any individual policy of life insurance to which You converted when Your employment ended; and
- any certificate of insurance continued as ported insurance when such employment ended.

The cash value, if any, of such surrendered insurance will be paid to You.

#### **ENROLLMENT PROCESS**

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your Insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

#### DATE YOUR INSURANCE TAKES EFFECT

#### Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

#### Rules for Contributory Insurance

If You request Contributory Insurance before the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are not required to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.
- If You are required to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

If You request Contributory Insurance within 31 days of the date You become eligible for such insurance, such insurance will take effect as follows:

- If You are not required to give evidence of Your insurability, such benefit will take effect on the later of:
  - · the date You become eligible for such benefit; and
  - the date You enroll provided You are Actively at Work on that date.
- If You are required to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

If You request Contributory Insurance more than 31 days after the date You become eligible for such insurance, You must give evidence of Your Insurability satisfactory to us. You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

#### **Enrollment Due to a Qualifying Event**

You may enroll for insurance for which You are eligible or change the amount of Your insurance if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event, will take effect on the first day of the month following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

#### **Qualifying Event includes:**

- marriage;
- the birth, adoption or piacement for adoption of a dependent child;
- divorce, legal separation or annulment;
- the death of a dependent;
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your Dependent to gain or lose eligibility for group coverage.

#### increase in insurance

An increase in insurance due to an increase in Your earnings will take effect as follows:

- if You are required to give avidence of insurability for the entire increase in insurance and We approve
  Your evidence of insurability, the increase will take effect on the date We state in Writing following the first
  of the calendar year. If We do not approve Your evidence of insurability, or You do not submit evidence of
  insurability, the increase in insurance will not take effect.
- if You are not required to give evidence of insurability, the increase will take effect on the first of the calendar year following an increase in your earnings.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work. For a Contributory Life Insurance Benefit to take effect, in addition to having been Actively at Work on the date the insurance benefit is to take effect, You must also have been Actively at Work for at least 20 hours during the 7 calendar days preceding that date.

#### Decrease in Insurance

A decrease in insurance due to a decrease in Your earnings will take effect on the first of the calendar year following a decrease in your earnings.

#### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

#### for all coverages

- 1. the date the Group Policy ends; or
- 2. the date insurance ends for Your class; or
- 3. the end of the period for which the last premium has been paid for You; or

#### for Basic Life Insurance

- 4. If employment ends prior to the 16<sup>th</sup> of the calendar month, the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- if employment ends on or after the 16<sup>th</sup> of the calendar month, the last day of the second calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or

### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

#### for Supplemental Life Insurance

- 6. if employment ends prior to the 16<sup>th</sup> of the calendar month, the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 7. if employment ends on or after the 16<sup>th</sup> of the calendar month, the last day of the second calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 8. the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan.

### for Accidental Death and Dismemberment Insurance

- if employment ends prior to the 16<sup>th</sup> of the calendar month, the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 10. If employment ends on or after the 16<sup>th</sup> of the calendar month, the last day of the second calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 11, the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan.

Please refer to the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning continuation of Your Life Insurance ends while You are Totally Disabled. Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS**

### ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All regular Active Full-Time employees of the Policyholder, other than board members.

### DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

You will be eligible for Dependent insurance on the latest of:

- 1. July 1, 2009; and
- if Your enter the eligible class prior to the 16<sup>th</sup> of the calendar month, the first day of the calendar month following the date You enter a class eligible for insurance; or
- if Your enter the eligible class on or after the 16<sup>th</sup> of the calendar month, the first day of the second calendar month following the date You enter a class eligible for insurance; and
- 4. the date You obtain a Dependent.

No person may be insured as a Dependent of more than one employee.

#### **ENROLLMENT PROCESS**

In order to enroll for Life Insurance for Your Dependents, You must either (a) already be enrolled for Life Insurance for You or (b) enroll at the same time for Life Insurance for You.

If You are eligible for Dependent insurance, You may enroil for such insurance by completing an enroilment form for each Dependent to be insured. In addition, each of Your Dependents must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroil for Contributory Insurance, You must also give the Policyholder written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

### DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

### Rules for Contributory Dependent Insurance

### For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Dependent Life Insurance before the date You become eligible, such insurance will take effect for each enrolled Dependent on the date You become eligible, provided You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### For Dependents You Obtain After You Become Eligible For Dependent Insurance

If You obtain a Dependent after You become eligible for Dependent insurance, You may enroit the Dependent for such insurance within 31 days after the date he qualifies as a Dependent as defined in this certificate. The Dependent must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled Evidence of Insurability. The Dependent insurance for the Dependent will take effect on the later of:

- the date You become eligible for such insurance; and
- the date You enroll;

provided You are Actively at Work on that date and the Additional Requirement stated below is satisfied; or

If You complete the enrollment process for any Dependent more than 31 days after the date he qualifies as a Dependent, the Dependent must give evidence of insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect on the date We state in Writing, if the Dependent satisfies the Additional Requirement stated below.

Once You have enrolled one Child for Dependent insurance, each succeeding Child will automatically be insured for such insurance on the date he qualifies as a Dependent.

If You are not Actively at Work on the date the Contributory Dependent Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

### **Enrollment Due to a Qualifying Event**

Under the rules of the flexible benefit plan, You may enroil for Dependent insurance for which You are eligible or change the amount of Your Dependent insurance between annual enrollment periods only if You have a Qualifying Event.

### **Qualifying Event includes:**

- marriage
- birth, adoption or placement for adoption of a dependent child
- · divorce, legal separation or annulment
- death of a dependent
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your dependent to gain or lose eligibility for group coverage

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect for each enrolled Dependent as follows:

- if the Dependent is not required to give evidence of insurability, such insurance will take effect on the first day of the month following the date of Your request, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.
- if the Dependent is required to give evidence of insurability and We determine that the Dependent is
  insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work
  on that date and the Dependent satisfies the Additional Requirement stated below.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### **Additional Requirement**

On the date the Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care:
- · receiving or applying to receive disability benefits from any source; or
- Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date that Dependent is no longer:

- confined:
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

### DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

- 1. for Dependent Life Insurance, the date all of the Life Insurance under the Group Policy ends; or
- 2. the date You die; or
- 3. the date the Group Policy ends; or
- 4. the date Your Employee Life Insurance under the Group Policy ends; or
- 5. the date Insurance for Your Dependents ends under the Group Policy; or
- 6. the date insurance for Your Dependents ends for Your class; or
- 7. for a Spouse, Life Insurance will end on the date the Spouse attains age 70; or
- 8. the last day of the calendar month the person ceases to be a Dependent; or
- if employment ends prior to the 16<sup>th</sup> of the calendar month, the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 10. If employment ends on or after the 16<sup>th</sup> of the calendar month, the last day of the second calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 11. the last day of the calendar month You retire in accordance with the Policyholder's retirement plan; or
- 12. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

If You sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim. If We approve the claim, We will pay the insurance in effect on the date of the injury within 60 days of Our receipt of such proof.

Direct and Sole Cause means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

#### PRESUMPTION OF DEATH

You will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
  - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - the date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

### **EXCLUSIONS (See notice page for residents of Missouri)**

We will not pay benefits under this section for any loss caused or contributed to by:

- 1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
- infection, other than infection occurring in an external accidental wound;
- 3. suicide or attempted suicide;
- 4. intentionally self-inflicted injury;
- 5. service in the armed forces of any country or international authority, except the United States National Guard:
- 6. any incident related to:
  - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than
    as a passenger;
  - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for selfpreservation;
  - travel in an aircraft or device used:
    - for testing or experimental purposes;
    - by or for any military authority; or
    - for travel or designed for travel beyond the earth's atmosphere;
- committing or attempting to commit a felony;

- 8. the voluntary intake or use by any means of:
  - · any drug, medication or sedative, unless it is:
    - · taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes; or
- 9. war, whether declared or undeclared; or act of war, insurrection, rabellion or riot.

#### **Exclusion for Intoxication**

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

Intoxicated means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

#### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You We will pay benefits to You.

If You sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toil free number shown on the Certificate Face Page.

#### **APPLICABILITY OF PROVISIONS**

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

### ADDITIONAL BENEFIT: SEAT BELT USE

If You die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

- 1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

Seat Belt means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

### **BENEFIT AMOUNT**

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

#### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

### ADDITIONAL BENEFIT: AIR BAG USE

If You die as a result of an accidental injury, We will pay this additional benefit if:

- We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
  - was riding in a seat protected by an Air Bag;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

Seat Belt means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

Air Bag means an inflatable restraint device that:

- meets published United States government safety standards;
- · is properly installed by the car manufacturer; and
- is not altered after the installation.

#### **BENEFIT AMOUNT**

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$10,000.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

### **ADDITIONAL BENEFIT: CHILD CARE**

If You die as a result of an accidental Injury, We will pay this additional Child Care benefit if:

- 1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that:
  - on the date of Your death a Child was enrolled in a Child Care Center; or
  - within 12 months after the date of Your death a Child was enrolled in a Child Care Center.

### Child Care Center means a facility that:

- Is operated and licensed according to the law of the jurisdiction where it is located; and
- provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

#### **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the Child Care Center charges incurred for a period of up to 4 consecutive years, not to exceed:

- an annual maximum of \$5,000; and
- an overall maximum of 12% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We will not pay for Child Care Center charges incurred after the date a Child attains age 12.

We may require Proof of the Child's continued enrollment in a Child Care Center during the period for which a benefit is claimed.

#### **BENEFIT PAYMENT**

We will pay this benefit quarterly when We receive Proof that Child Care Center charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date You die and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

#### ADDITIONAL BENEFIT: CHILD EDUCATION

If You die as a result of an accidental injury, We will pay this additional Child Education benefit if:

- We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section:
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that on the date of Your death a Child was:
  - enrolled as a full-time student in an accredited college, university or vocational school above the 12th grade level; or
  - at the 12th grade level and, within one year after the date of Your death, enrolls as a full-time student in an accredited college, university or vocational school.

### **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the tuition charges incurred for a period of up to 4 consecutive academic years, not to exceed:

- an academic year maximum of \$10,000; and
- an overall maximum of 20% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Child's continued enrollment as a full-time student during the period for which a benefit is claimed.

#### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date You die and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

#### **ADDITIONAL BENEFIT: SPOUSE EDUCATION**

If You die as a result of an accidental injury, We will pay this additional Spouse Education benefit if:

- 1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that:
  - on the date of Your death, Your Spouse was enrolled as a full-time student in an accredited school; or
  - within 12 months after the date of Your death, Your Spouse enrolls as a full-time student in an accredited school.

#### **BENEFIT AMOUNT**

We will pay an amount equal to the tuition charges incurred for a period of up to 1 academic year, not to exceed:

- an academic year maximum of \$5,000; and
- an overall maximum of 3% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Spouse's continued enrollment as a full-time student during the period for which a benefit is claimed.

#### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the Spouse.

If this benefit is in effect on the date You die and there is no Spouse who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

### **ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT**

Subject to the provisions of the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, We will pay this additional benefit if:

- 1. We receive Proof that You are confined in a Hospital as a result of an accidental injury which is the direct result of such confinement independent of other causes; and
- 2. This benefit is in effect on the date of the injury.

#### **BENEFIT AMOUNT**

We will pay an amount for each full month of Hospital Confinement equal to the lesser of:

- 1% of the Full Amount shown in the SCHEDULE OF BENEFITS; and
- \$2,500.

We will pay this benefit on a monthly basis beginning on the 5th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rate basis for any partial month of confinement.

We will only pay benefits for one period of continuous confinement for any accidental injury. That period will be the first period of confinement that qualifies for payment.

### **BENEFIT PAYMENT**

Benefit payments will be made monthly. Payment will be made to You.

### ADDITIONAL BENEFIT: COMMON CARRIER

If You die as a result of an accidental injury, We will pay this additional benefit if:

- 1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

### **BENEFIT AMOUNT**

The Common Carrier Benefit is an amount equal to the Full Amount shown in the SCHEDULE OF BENEFITS.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

### **FILING A CLAIM**

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder. The Policyholder will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

#### **CLAIMS FOR LIFE INSURANCE BENEFITS**

When a claimant files a claim for Life Insurance benefits, Proof should be sent to Us as soon as is reasonably possible after the death of an insured.

When a claimant files a claim to continue Life Insurance while being Totally Disabled, Proof should be sent to Us as soon as reasonably possible, but in all events must be received by Us within 12 months of the date the claimant became Totally Disabled, except in the case of legal incapacity of the claimant.

#### **CLAIMS FOR OTHER INSURANCE BENEFITS**

When a claimant files a claim for any other insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

Notice of claim and Proof may also be given to Us by following the steps set forth below:

#### Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

#### Step 2

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

#### Sten 3

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

#### Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

### **GENERAL PROVISIONS**

#### **Assignment**

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

### Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving Beneficiary at Your death, We will determine the Beneficiary according to the following order:

- Your Spouse, if alive;
- 2. Your child(ren), if there is no surviving Spouse;
- 3. Your parent(s), if there is no surviving child;
- 4. Your sibling(s), if there is no surviving parent; or
- Your estate, if there is no surviving sibling.

Any payment made in good faith will discharge our liability to the extent of such payment.

If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary if alive. If you are not alive, We will determine the Beneficiary according to the following order:

- Your Spouse;
- 2. Your child(ren), if there is no surviving Spouse;
- 3. Your parent(s), if there is no surviving child;
- 4. Your sibling(s), if there is no surviving parent; or
- 5. Your estate, if there is no surviving sibling.

Any payment made in good faith will discharge our liability to the extent of such payment.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of your Life Insurance or We may pay Your estate. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's quardian.

### **GENERAL PROVISIONS (continued)**

#### Suicide

### For Supplemental Life

If You commit suicide within 2 years from the date Life Insurance for You takes effect We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 2 years from the date an increase in Your Life Insurance takes effect We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

#### For Dependent Life

If a Dependent commits suicide within 2 years from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

if a Dependent commits suicide within 2 years from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

#### **Entire Contract**

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- 1. the Group Policy and its Exhibits, which include the certificate(s):
- 2. the Policyholder's application, attached to the Group Policy; and
- 3. any amendments and/or endorsements to the Group Policy.

#### Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid life insurance, reduce benefits or defend a claim unless the following requirements are met:

- 1. the statement is in a Written application or enrollment form;
- You have Signed the application or enrollment form; and
- 3. a copy of the application or enrollment form has been given to You, Your Beneficiary or Your personal representative.

We will not use Your statements which relate to insurability to contest insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

### Misstatement of Age

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

### **GENERAL PROVISIONS (continued)**

### Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

### **Physical Exams**

If a claim is submitted for insurance benefits other than life insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### **Autopsy**

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.