



Symetra Life Insurance Company  
777 108th Avenue NE, Suite 1200  
Bellevue, WA 98004-5135

Telephone: 1-800-SYMETRA or 1-800-796-3872

## **Important information regarding your Certificate of Insurance:**

This Certificate evidencing your insurance coverage is made available to you by your group insurance policyholder.

Symetra Life Insurance Company is only responsible for the accuracy of the Certificate which Symetra provides to the policyholder. The policyholder is **solely** responsible for the accuracy of the information contained herein.

From time to time your Certificate may be modified by Symetra, and an updated electronic Certificate will be made available to you by the policyholder. You are advised to periodically review your Certificate to ensure that you have the most current version.

You have the right to request a paper copy of your current Certificate at any time. If you wish to receive a paper copy of your Certificate you may obtain one by contacting the policyholder.

**Symetra Life Insurance Company**

777 108th Avenue NE, Suite 1200  
Bellevue, WA 98004-5135

**COMPLAINT NOTICE**

---

Should any dispute arise about your policy, premium or about a claim that you have filed, first write to Symetra Life Insurance Company or your agent.

**Symetra Life Insurance Company  
777 108th Avenue NE, Suite 1200  
Bellevue, WA 98004-5135**

**Symetra Customer Service Department  
Telephone number: 1-800-796-3872**

If the dispute is not resolved, write to:

**California Department of Insurance  
Consumer Service Division  
300 South Spring Street  
Los Angeles, California 90013**

**Web: <http://www.insurance.ca.gov/01-consumers/101-help>  
Telephone Number: 1-800-927-HELP (4357)  
Out of State Callers: 1-213-897-8921**

The California Department of Insurance should be contacted only after communication with Symetra or your agent has failed to resolve the dispute.

This notice of complaint procedure is for information only and does not become a part or condition of this policy.



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

**Certificate Rider**

**Rider Number:** 1  
**Policyholder:** California Association of Professional Employees  
**Policy Number:** 24 000067 00

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

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

Certificate Change(s)

The following is removed:  
Eligibility and Enrollment – Change in Family Status

The following are amended:  
Schedule of Insurance – Eligibility Waiting Period for Coverage  
Eligibility and Enrollment – Enrollment  
Eligibility and Enrollment – Evidence of Insurability Requirements  
Eligibility and Enrollment – Evidence of Insurability  
Period of Coverage – Effective Date  
Period of Coverage – Effective Date for Changes in Coverage  
Period of Coverage - Reinstatement

Certificate Page(s) Changed

LGC 13500/CA-SCH 08/06; Schedule of Insurance  
LGC 13500/CA-ELI 08/06; Eligibility and Enrollment  
LGC 13500/CA-COV 08/06; Period of Coverage

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

In all other respects, the certificate remains the same.

# California Association of Professional Employees

## Group Life Insurance Benefits Summary Plan Description

**PLEASE READ THIS IMPORTANT NOTICE**

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

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

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

**Plan Name**

California Association of Professional Employees  
Group Life Insurance Plan

**Plan Effective Date**

July 1, 2017

**Policyholder**

California Association of Professional Employees  
3018 E Colorado Blvd Suite 200  
Pasadena, California 91107

**Plan Sponsor, EIN and Number**

California Association of Professional Employees  
Plan EIN: 95-2115101  
Plan Number: 501

**Type of Plan Administration**

Insurer and Plan Administrator

**Plan Administrator**

California Association of Professional Employees  
3018 E Colorado Blvd Suite 200  
Pasadena, California 91107  
Telephone Number: (626) 243-0340

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

Blaine Meek  
3018 E Colorado Blvd Suite 200  
Pasadena, California 91107

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

**Plan Year**

July 1 to June 30

**Type of Plan**

Fully Insured Group Term Life Plan

**Policy Number**

24 000067 00

**Insurance Company and Contact Information**

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

**Claims Administrator**

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

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

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

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

### **Claims Procedures**

#### **Benefit Claim**

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

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

#### **Appealing Denied Claim**

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

#### **Important Appeal Deadlines**

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

### **Statement of ERISA Rights**

#### **Your Rights**

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

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

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

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

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

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

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

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

**Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator, to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance With Your Questions**

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

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

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

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



# Symetra Life Insurance Company



**Group Life Insurance**

**CERTIFICATE**





**CERTIFICATE OF INSURANCE**

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

**Policyholder:** California Association of Professional Employees  
**Policy Number:** 24 000067 00  
**Policy Effective Date:** July 1, 2017  
**Policy Anniversary Date:** July first of each year beginning in 2018

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

Signed for The Company

Michael Fry, Executive Vice President

Thomas M. Marra, President

---

**INSURER INFORMATION NOTICE**

**IF YOU HAVE A CONSUMER PROBLEM AND DISCUSSIONS WITH US OR OUR AGENT OR OTHER REPRESENTATIVE HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO YOUR PROBLEM, THEN YOU MAY CONTACT:**

**CALIFORNIA DEPARTMENT OF INSURANCE  
CONSUMER SERVICES DIVISION  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013**

**TOLL-FREE TELEPHONE: (800) 927-4357**

Amendment #1, Effective July 1, 2017

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

*A note on capitalization in this certificate:*

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

**Table of Contents**

Certificate Face Page

Schedule of Insurance

Definitions

Eligibility and Enrollment

Period of Coverage

Benefits

General Provisions

**Schedule of Insurance**

The benefits described herein are those in effect as of: July 1, 2017

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

**Eligible Class(es) for Coverage:** All full-time Active Members working a minimum of 30 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal members.

Class 1 All Eligible Members who are members and in good standing with the California Association of Professional Employees and a citizen or permanent resident of the United States, but not those who are Office Staff, temporary, part-time or seasonal.

**Eligibility Waiting Period for Coverage:**

If You are Actively at Work and a Member of California Association of Professional Employees on the Policy Effective Date: The Date of Membership.

If You start work and become a Member of California Association of Professional Employees after the Policy Effective Date: The Date of Membership.

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

**Life Insurance Benefit**

**Member**

	Benefit	Benefit Maximum	Guaranteed Issue
	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
Basic Class 1	\$30,000	\$30,000	\$30,000

**Reduction in Amount of Life Insurance**

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

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

**Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit for You to the percentage indicated in the table below. This reduction will be effective on the date You attain the age shown below. These reductions also apply if:

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

on or after the date You attain age 70.

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

<b>Your Age</b>	<b>Benefit % You Receive</b>
70	50%

## Definitions

### **Active Member**

means a Member who works on a regular basis in the usual course of the business. This must be at least the number of hours shown in the Schedule of Insurance.

### **Actively at Work**

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

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

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

### **Association**

means the Policyholder.

### **Guaranteed Issue Amount**

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

### **Non-Contributory Coverage**

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### **Physician**

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

### **Prior Policy**

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

### **Related**

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

### **Spouse**

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

### **The Policy**

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

### **We, Us or Our**

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

## Definitions

### **You or Your**

means the person to whom this certificate is issued.

## **Eligibility and Enrollment**

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

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

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

You will become eligible for coverage on the latest of:

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

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

Your Policyholder will automatically enroll You. However, You will need to complete a beneficiary designation form.

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

We do not require Evidence of Insurability.

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

We do not require Evidence of Insurability.

## Period of Coverage

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

Coverage will start on the date You become eligible. However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

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

If, on the date You are to become covered:

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

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

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

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

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

reduced by any coverage amount:

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

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

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

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

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

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

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

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

- 1) the date of the change; or
- 2) the date requirements of the Deferred Effective Date provision are met.

## Period of Coverage

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

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the date You or Your Policyholder terminates Your membership with the Policyholder; or
- 5) the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

### **Reinstatement:** *Can my coverage be reinstated after it ends?*

If:

- 1) Your coverage ends because You are no longer a member or no longer in an eligible class; and
- 2) You return to work or return to an eligible class within 12 months of the date Your coverage ended;

then coverage for You may be reinstated, provided You request such reinstatement within 31 days of the date You return to work or to an eligible class.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage; and
- 3) be subject to all the terms and provisions of The Policy.

We will not reinstate any amount of coverage which You converted in accordance with the Conversion Right unless You cancel such coverage.

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

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

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

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

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

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage may be continued for up to 31 days following the date the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Policyholder due to lack of work, all of Your coverage may be continued for up to 31 days following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.



## Period of Coverage

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

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

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

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

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

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

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

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

This provision applies only to Your Basic Life Insurance.

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

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

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

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

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

To qualify for Waiver of Premium You must:

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

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

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

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

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

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

## Period of Coverage

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

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

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

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

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

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

We will waive premium payments and continue Your coverage, while You remain Disabled for five years, if You became Disabled on or after age 60.

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

When the Waiver of Premium ceases:

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

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

If The Policy terminates before You qualify for Waiver of Premium:

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

If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.

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

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

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

## Benefits

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

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

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

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

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

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$22,500. However, in no event will the Accelerated Benefit Amount exceed 75% of Your amount of Life Insurance. This option may be exercised only once for You.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$7,500 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$4,500 in the future.

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

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

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

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

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

**Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

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

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

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

## Benefits

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

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

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

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

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

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

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

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

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

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

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

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

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

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

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

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

## Benefits

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

The Conversion Policy will:

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

The Conversion Policy will not provide:

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

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

- 1) Waiver of Premium provision; or
- 2) Continuation Provisions;

until such coverage ends.

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

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

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

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

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

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

## General Provisions

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

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

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

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

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

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

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

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

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

All proof submitted must be satisfactory to Us.

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

Written Proof of Loss should be sent to Us within 365 days after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

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

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

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

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

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

## General Provisions

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

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

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

Life Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## General Provisions

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

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

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

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

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

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

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

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

You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

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

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

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

We and the Policyholder assume no responsibility:

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

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

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

Legal action cannot be taken against Us:

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

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

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



## General Provisions

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

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

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

If material facts about You were not stated accurately:

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