

## **Case Western Reserve University**

## Group Number 227922

Class 2 - All Benefit Eligible Staff who work at least 18.75 hours per week for non-exempt and 20 hours per week for exempt employees for the employer on a regular basis and Staff employees who are on an approved Sabbatical Leave as defined in the Employee Handbook (Policy No. IV-11) or on a Convenience Leave or other leaves of absence approved by the employer as outlined in the Employee Handbook (Policy No. IV-11) which does not exceed a period of 12 weeks, and who retains benefit eligibility (CWRU Benefit Category 2&3)

## **Consumers Life Insurance Company**

(A stock life insurance company herein called "We", "Us", "Our") Cleveland, Ohio

## **Group Insurance Certificate**

We agree to pay benefits subject to the provisions, definition, limitations and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by Consumers Life Insurance Company to Your Employer (herein called the Policyholder). If the terms and provisions of the Certificate of Coverage (issued to You) are different from the Policy (issued to the Policyholder), the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy.

This is Your certificate of coverage as long as You are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law. This is not a summary plan description or an Employee Retirement Income Security Act (ERISA) Plan Document by itself. However, it may be attached to a document prepared by Your group that is called a summary plan description.

#### PLEASE READ CAREFULLY

If You have any questions, please contact the Benefits Administrator at Your place of employment or write to Us. We will assist You in any way We can to help You understand Your benefits.

Rick Chiricosta
President and CEO

RICH

#### **Group Insurance Certificate**

Group Term Life, Accidental Death & Dismemberment, Dependent Life and Short-Term Disability Non-Participating

## **TABLE OF CONTENTS**

SCHEDULE OF BENEFITS	1
DEFINITIONS	3
ELIGIBILITY AND EFFECTIVE DATE PROVISIONS	7
Eligibility	
Adult Dependent Child Optional Extension	
Effective Date of Coverage (Noncontributory Benefits)	7
Effective Date of Coverage (Contributory Benefits)	
Deferred Effective Date	
Evidence of Insurability	8
Effective Date if We Require Evidence of Insurability	
Effective Date of Changes in Amount of Benefit	
Reinstatements	8
GROUP TERM LIFE INSURANCE BENEFIT	g
Benefit Payment	g
Beneficiary	9
Change of Beneficiary	
Conversion of Life Insurance	
Portability	
Waiver of Premium	
ACCELERATED DEATH BENEFIT	13
Benefit	
Benefit Payment	
Exceptions	
Notice and Proof of Claim	
Effect on Insurance	13
ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT	14
Benefit	
Seat Belt Benefit	
Air Bag Benefit	
Repatriation Benefit	
Dependent Education Benefit	
Common Disaster Benefit	
Exposure and Disappearance Benefit	
Coma Benefit	
Child Care Benefit	
Limitations	
Notice of Claim	
Claim Forms	19
Proof of Loss	19
DEPENDENT GROUP LIFE INSURANCE BENEFIT	20
Benefit	
Eligibility	
Effective Date of Dependent Coverage	20
Evidence of Insurability/Deferred Effective Date	
Changes in Amount of Dependent Life Insurance	
Conversion of Dependent Life Insurance	
Portability of the Supplemental Life Insurance for Spouse, Domestic Partner and Dependent Child	22
SHORT-TERM DISABILITY BENEFIT	23
Total Disability Benefit	
Working Partial Disability Benefit	
Work Incentive Benefit	23

Survivor Income Benefit	24
Worksite Modification Benefit	25
Exclusions	25
Payment of Benefits	25
Notice of Claim	26
Claim Forms	27
Proof of Loss	
Workers' Compensation	
·	
CONTINUATION OF EMPLOYEE COVERAGE	28
TERMINATION PROVISIONS	29
Termination of Employee Coverage	29
Termination of Dependent Coverage	29
GENERAL PROVISIONS	30
Entire Contract	
Statements	
Incontestability	
Misstatement of Age	
Appeals	
Conformity with State Law.	
Payment of Interest	
Assignment	
Retention of Discretion	
Physical Examination/Autopsy	
Legal Action	

## SCHEDULE OF BENEFITS

Policyholder: Case Western Reserve University

Policy Number: 227922

**Eligibility: Class (if Applicable):** 2 - All Benefit Eligible Staff who work at least 18.75 hours

per week for non-exempt and 20 hours per week for exempt employees for the employer on a regular basis and Staff employees who are on an approved Sabbatical Leave as defined in the Employee Handbook (Policy No. IV-11) or on a Convenience Leave or other leaves of absence approved by the employer as outlined in the Employee Handbook (Policy No. IV-11) which does not exceed a period of 12 weeks, and who retains benefit eligibility (CWRU Benefit

Category 2&3)

**Group Term Life Insurance** 

Employee Basic Life Benefit Amount: \$20,000

Employee Supplemental Life Benefit Amount: \$50,000 or 1.0, 1.5, 2.0, 2.5 or 3.0 times Base Annual Salary

minus the Basic benefit in-force to a maximum of \$480,000.

Benefits round to next higher multiple of \$1,000

**Non-Medical Maximum Benefit Limit:** 

Employee Basic Life: \$20,000 Employee Supplemental Life: \$480,000

**Accelerated Death Benefit:** 

Benefit: Refer to Accelerated Death Benefit

Accidental Death & Dismemberment (AD&D):

Employee Basic AD&D Benefit Principal Sum: \$20,000

Employee Supplemental AD&D Principal Sum: \$50,000 or 1.0, 1.5, 2.0, 2.5 or 3.0 times Base Annual Salary

minus the Basic benefit in-force to a maximum of \$480,000.

Benefits round to next higher multiple of \$1,000

**Dependent Life Insurance** 

Option 1:

Dependent Spouse or Domestic Partner Benefit Amount: \$5,000

Dependent Child(ren) Coverage:

Birth to age 26 years \$1,000

Option 2:

Dependent Spouse or Domestic Partner Benefit Amount: \$10,000

Dependent Child(ren) Coverage:

Birth to age 26 years \$2,000

Other AD&D Features

· Seat Belt Benefit

Air Bag Benefit

· Repatriation Benefit

Dependent Education Benefit

- · Common Carrier Benefit
- · Exposure and Disappearance Benefit
- Coma Benefit

#### **Short Term Disability Benefits:**

STD Benefits: 50% of Your Basic Weekly Earnings, not to exceed

Maximum STD Weekly Benefit. Minimum of \$25.

Maximum Weekly Benefit: \$400

Benefits are payable on: 15th day of disability resulting from an Accident, the 15th

day of disability resulting from Sickness, or end of

accumulated sick leave, salary continuation or vacation pay, whichever is later and are payable for a maximum of 24

weeks.

#### **Reduction of Benefits**

Basic and Supplemental Life and AD&D benefits reduce by 35% upon the Employee's attainment of age 65, and further reduce to 50% of the face amount upon the Employee's attainment of age 70. Benefits terminate at retirement.

THIS SCHEDULE OF BENEFITS CANCELS AND REPLACES ALL OTHER SCHEDULES PREVIOUSLY ISSUED TO YOU UNDER THE POLICY. IT OUTLINES THE POLICY FEATURES. THE FOLLOWING PAGES PROVIDE A COMPLETE DESCRIPTION OF THE PROVISIONS OF YOUR CERTIFICATE.

## **DEFINITIONS**

This section explains the meaning of special words and phrases used in this Certificate. To help recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

**Accident or Accidental** means a sudden, unexpected event that was not reasonably foreseeable and occurs independently of disease, illness or bodily infirmity.

Actively at Work or Active Work means that You are:

- 1. performing the Material and Substantial Duties of Your occupation; and
- 2. working the number of hours set forth in the Application; and

The worksite must be at the Policyholder's usual place of business or at a location the Policyholder has authorized You to work. You are not considered Actively at Work when You are off work or lose time due to Sickness, Injury, Leave of Absence (except as referenced in classifications), strike or lay-off. Paid days off will count as Actively at Work if You were fully capable of performing the Material and Substantial Duties of Your regular occupation during the paid days off, provided You were Actively at Work on the last working day prior to the paid days off. You will be considered Actively at Work on each day of a regular paid vacation or on a regular non-working day provided You were Actively at Work on the last working day prior to paid vacation. If You are receiving paid days off as part of a severance agreement, You are not considered to be Actively at Work.

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the Policyholder applied. The Application is attached to and forms a part of the Policy, and shall include any subsequent amendments to the Application.

Base Annual Salary means the gross annual compensation prior to before-tax payroll deductions, if any,

- 1. which You earn from Your occupation with the Policyholder; and
- 2. which was used in the calculation and remittance of premium.

It does not include salary from overtime, bonuses or any other form of extra pay. If Your salary is based in whole or in part on commissions, Base Annual Salary will include the amount paid in commissions. Commissions will be the lesser of the average annual commissions received during the immediately preceding 12 calendar month period of employment with the Policyholder or the average annual commissions received during the period of actual employment with the Policyholder, if employed less than 12 months.

Basic Weekly Wage means the gross weekly compensation prior to before-tax payroll deductions, if any,

- 1. which You earn from Your occupation with the Policyholder; and
- 2. which was used in the calculation and remittance of premium.

It does not include compensation from overtime, bonuses or any other form of extra pay. If Your compensation is based in whole or in part on commissions, Basic Weekly Wage will include the weekly average paid in commissions.

**Base Annual Salary** if You are a PARTNER means Your annual net taxable income derived from the partnership during the calendar year prior to the date of Your loss, as reported on the partnership federal income tax return as the "net Salary (loss) from self-employment." If You also received a W-2 from the partnership during the year, Your base annual salary is the sum of Your gross annual compensation and the net salary from self-employment.

If You were not a partner during the calendar year prior to the date of loss, Base Annual Salary means Your annual compensation (excluding dividends, capital gains, and return of capital) from the partnership prior to the date of Your loss, determined in accordance with the terms of the applicable partnership agreement. In the event of a disagreement between Us and the claimant, an adjustment will be made, if warranted, after Your subsequent federal income tax return is submitted to Us.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Basic Weekly Wage** if You are a PARTNER means Your Base Annual Salary derived from the Policyholder for the calendar year prior to the date of Your loss, divided by the number of weeks included in the partnership taxable year.

If You were not a partner during the calendar year prior to the date of loss, Basic Weekly Wage means Your average weekly compensation (excluding dividends, capital gains, and return of capital) from the partnership prior to the date of Your loss, determined in accordance with the terms of the applicable partnership agreement. In the event of a disagreement between Us and the claimant, an adjustment will be made, if warranted, after Your subsequent federal income tax return is submitted to Us.

No benefits are payable when any of the above calculations result in an amount less than zero.

Base Annual Salary if You are a SOLE PROPRIETOR or SHAREHOLDER IN A SUBCHAPTER S CORPORATION or a MEMBER IN A LIMITED LIABILITY COMPANY Your annual net taxable income (excluding dividends, capital gains, and return of capital) derived from the Policyholder for the calendar year prior to the date of Your loss, as reported on Your federal income tax return. Your annual net taxable income equals A minus B, where:

- A = Your annual taxable income derived from the Policyholder for the prior calendar year (excluding dividends, capital gains, and return of capital), as reported on Your federal income tax return; and
- B = Your annual deductible work expenses attributable to Your work for the Policyholder during the prior calendar year, as reported on Your federal income tax return.

If You were not a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company during the calendar year prior to the date of Your loss, Base Annual Salary means Your annual net taxable income derived from the Policyholder for the period You were a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company prior to the date of Your loss. Your annual net taxable income will be based on the taxable income derived from the Policyholder for the period of Your work as a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company for the Policyholder, taking into account Your deductible work expenses attributable to Your work for the Policyholder during the same period. If You also received a W-2 from the entity during the year, Your base annual salary is the sum of Your gross annual compensation and the net salary from self-employment.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Basic Weekly Wage** if You are a SOLE PROPRIETOR or SHAREHOLDER IN A SUBCHAPTER S CORPORATION or a MEMBER IN A LIMITED LIABILITY COMPANY means Your Base Annual Salary derived from the Policyholder for the calendar year prior to the date of Your loss, as reported on Your federal income tax return divided by the number of weeks included in the taxable year.

If You were not a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company during the calendar year prior to the date of Your loss, Basic Weekly Wage means an Insured's average weekly net taxable income derived from the Policyholder for the period You were a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company prior to the date of Your loss. Your average weekly net taxable income will be based on the taxable income derived from the Policyholder for the period of Your work as a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company for the Policyholder, taking into account Your deductible work expenses attributable to Your work for the Policyholder during the same period.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Contributory** means You pay a portion of the premium for this insurance coverage.

**Dependent:** Unless otherwise defined in another section of this Certificate, Dependent means:

- 1. Your lawful spouse or Domestic Partner;
- 2. Your Dependent Child, which means Your child who is:
  - a. Your biological child, stepchild, adopted child or child of Domestic Partner;
  - b. within the age limits shown in the Schedule of Benefits.

**Domestic Partners** is defined as two individuals of the same or opposite sex:

- 1. who are both 18 years of age or older and have the capacity to enter into a contract; and
- 2. who are involved in an exclusive, long-term and committed relationship; and
- 3. who have resided together in a common household continuously for at least six (6) consecutive months; and
- 4. who intend to reside together indefinitely; and

- 5. who are not related by blood to a degree of closeness which would prohibit legal marriage in the State in which the partners legally reside; and
- 6. who have agreed to be jointly responsible for each other's welfare, financial obligations, and basic living expenses, including food, shelter and health care expenses; and
- 7. who are not married, who are not currently involved in any other domestic partnership, and who have not been involved in any other domestic partnership or marriage for the last twelve (12) months, unless that partnership or marriage ended because of death.

**Employee** means an Actively at Work full-time or part-time employee whose principal employment is with the Employer, at the Employer's usual place of business or such place(s) that the Policyholder may authorize in the normal course of business, who is Actively at Work for the minimum hours per week as stated in the Application and is reported on the Policyholder's records for Social Security and withholding tax purposes. An employee can include a partner in a partnership, a shareholder in a subchapter S corporation, a sole proprietor or a member in a limited liability company if the other requirements are met.

**Enrollment Form** means the application You complete to apply for coverage under the Policy.

**Independent Medical Examination** means an examination by a Medical Provider of the appropriate specialty for Your condition, at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under any Short-Term Disability Benefits, if any, associated with the Policy.

**Injury** means bodily harm resulting directly from an Accident and independently of all other causes.

**Insured** means an Employee covered under the Policy.

**Intoxicated** means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.

Late Applicant means an eligible Employee who is:

- 1. an Employee who enrolls for Contributory coverage more than 31 days after Your first day of eligibility; or
- 2. an Employee who waives all or a portion of Your Noncontributory coverage and chooses to enroll at a later date; or
- 3. an Employee who chooses to increase their Contributory coverage.

**Leave of Absence** means an arrangement where the Policyholder and the Employee agree that the Employee will not be Actively at Work for a specified period of time and the Employee is expected to be Actively at Work at the end of that period. Refer to Termination Provisions to determine how long coverage may continue during a Leave of Absence.

Male Pronoun whenever used includes the female.

**Material and Substantial Duties** means job duties that are normally required for the performance of Your own occupation and cannot be reasonably omitted or modified.

**Medical Provider** means a person who is performing tasks that are within the scope of His or her medical license and:

- Is licensed to practice medicine and prescribe and administer drugs and perform surgery; or
- Has a doctoral degree in Psychology (Ph.D or Psy.D) whose primary practice is treating patients; or
- Is a legally qualified Medical Provider according to the laws and regulations of the governing jurisdiction.

We will not recognize any relative including but not limited to You, Your spouse or Domestic Partner, child, brother, sister, or parent of You or Your spouse or Domestic Partner as a doctor for a claim that You send Us.

**Motorized Vehicle** means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles, tractors, golf carts, motorized scooters, lawn mowers, heavy equipment for excavating, boats and personal watercraft. "Motorized Vehicle" does not include medically necessary motorized wheelchairs.

**Noncontributory** means the Policyholder pays 100% of the premium for this insurance.

Policy means the contract between the Policyholder and Us, which provides group insurance benefits.

**Policyholder** means the person, firm, organization, or institution named on the face of the policy. Policyholder also means any covered subsidiaries or affiliates set forth on the face of the Policy. If the Policyholder is a trust or association, the term Participating Employer shall be substituted for Policyholder.

**Principal Sum** means the amount shown on the Schedule of Benefits.

**Proof** means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or written documentation as required by Us. Proof must be received by Us at Our Home Office. We reserve the right to determine, at Our sole discretion, if Proof is acceptable.

#### Regular Care means:

- 1. You are under the care of and visit a Medical Provider at appropriate intervals as medically required in accordance with standard medical practice, to effectively diagnose, manage and treat the disabling condition(s); and
- 2. You are receiving the appropriate treatment and care of the disabling condition(s) which conforms with standard medical practice by a Medical Provider whose specialty and clinical experience is appropriate for the disabling condition(s) according to standard medical practice.

#### Sickness means:

- 1. An illness that impairs Your normal functioning of mind or body; or
- 2. pregnancy, childbirth or related medical condition.

**Terminally III** under the Accelerated Death Benefit means You have a life expectancy of 6 months or less, due to a medical condition.

#### **Total Disability** or **Totally Disabled** under the Short-Term Disability Benefit means:

- 1. Your inability to perform the Material and Substantial Duties of Your occupation on a full-time or part-time basis due to Your Sickness or Injury; and
- 2. You are under the Regular Care of a Medical Provider; and
- 3. You are not working at any job.

**Total Disability** or **Totally Disabled** under the Waiver of Premium provision means You are completely unable to engage in any occupation for wage or profit because of Sickness or Injury.

**Waiting Period** under Eligibility and Effective Date refers to the length of time as defined in the Application before You are eligible to enroll in this insurance program.

You, Your and Yours means the eligible Employee to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

## **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

## **Eligibility**

All Employees who belong to an eligible class and work the minimum number of hours as set forth by the Policyholder are eligible for group insurance. An Employee must be Actively at Work for His insurance coverage to become effective.

We agree to waive the Actively at Work provision for Life Insurance, Accidental Death & Dismemberment Insurance, Dependent Life Insurance and Short Term Disability Insurance on a premium paying basis, for You if:

- 1. You are not disabled; and
- 2. You are on lay-off, Leave of Absence, or sabbatical leave; and
- 3. You were being covered by an extension of benefits provision under the prior carrier's policy on the day immediately preceding the Policy effective date; and
- 4. You are no longer eligible for coverage under the prior carrier's policy.

Life Insurance, Accidental Death & Dismemberment Insurance and Dependent Life Insurance will continue under this provision for the balance of the time provided for under the prior carrier's policy, but not to exceed a total of 12 months.

Consumers Life will provide Basic and Supplemental coverage, without evidence of insurability, at the benefit amounts in effect on the day immediately preceding Our Policy effective date for You, Your spouse, Your Domestic Partner and Your Dependent Children who were insured under the prior carrier's plan as of that date. All other benefit amounts, including benefit amount increases effective on or after that date are subject to the terms of the Consumers Life Policy.

## **Adult Dependent Child Optional Extension**

Coverage for a Dependent Child can be extended beyond the age limit shown in the Schedule of Benefits up to age 28. Subject to all other terms and conditions of the Policy, coverage can be provided if the Dependent Child is:

- · Not married:
- A resident of Ohio;
- · If not an Ohio resident, a full-time Student at an accredited public or private institution of higher education; and
- Not employed by an employer that offers any health benefit plan under which the child is eligible for coverage.

## **Effective Date of Coverage (Noncontributory Benefits)**

You, if You are Actively at Work will become insured for Noncontributory benefits under the Policy on the day following completion of the Waiting Period, if any, set forth by the Policyholder, provided the Policyholder has paid any premium the Policyholder is obligated to pay.

If You waive all or a portion of Your Noncontributory coverage and choose to enroll at a later date, You will be considered a Late Applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

## **Effective Date of Coverage (Contributory Benefits)**

You may apply for Contributory benefits at any time. Your coverage will become effective as follows, provided You are Actively at Work on that date:

1. If Your enrollment form is signed on or before the end of the Waiting Period, if any, as set forth by the Policyholder, the coverage will become effective on the day following completion of the Waiting Period.

- 2. If Your enrollment form is signed after the end of the Waiting Period, but within 31 days following the completion of the Waiting Period, the coverage will become effective the date You sign the enrollment form.
- 3. If Your enrollment form is signed following this 31 day period, You will be considered a Late Applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

#### **Deferred Effective Date**

You must be Actively at Work on the date Your initial coverage is scheduled to begin. If:

- 1. You are absent from Active Work on the date such coverage would otherwise become effective; and
- 2. Your absence is caused by an Injury, Sickness or layoff,

the effective date of any initial coverage or increased coverage will be deferred until the first day You return to Active Work. You will be considered Actively at Work if You were actually at work on the day immediately preceding:

- 1. a weekend (except for one or both of these days if they are scheduled work days);
- 2. a holiday (except when such holiday is a scheduled work day);
- 3. a paid vacation;
- 4. any nonscheduled work day.

## **Evidence of Insurability**

Evidence of insurability is required:

- 1. when the amount of insurance exceeds the non-medical maximum, as shown in the Schedule of Benefits; or
- 2. if You enroll for Yourself, Your spouse or Your Domestic Partner for contributory coverage more than 31 days after Your initial date of eligibility; or
- 3. if You have waived all or a portion of Your Noncontributory coverage and enroll at a later date; or
- 4. if You elect an increase in coverage.

## **Effective Date if We Require Evidence of Insurability**

If You are required to submit evidence of insurability satisfactory to Us, insurance in the amount for which We require such evidence will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

## **Effective Date of Changes in Amount of Benefit**

Any change in the amount of Your benefits caused by a change in class, change in salary, age reduction or amendment to the Policy will become effective on the effective date of change. If the change results in an increase in the amount of insurance, You must be Actively at Work on that date. If You are not Actively at Work, the increase will take effect on the day You are again Actively at Work.

#### Reinstatements

If Your coverage terminates due to termination of employment and You return to active work within six months, We will not apply a new hire eligibility Waiting Period or require evidence of insurability if You enroll within 31 days.

## **GROUP TERM LIFE INSURANCE BENEFIT**

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED GROUP TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREE TO PAY THE APPLICABLE PREMIUM.

## **Benefit Payment**

We will pay Your beneficiary the amount of life insurance in force as of the date of Your death provided You are insured under the Policy on the date of death.

Settlement will be made upon receipt of Proof of death or not later than two (2) months after receipt of such Proof.

We will determine the amount of insurance payable based upon the Schedule of Benefits.

## Beneficiary

Your beneficiary designation must be made on a form which We provide or on a form accepted by Us. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless You have specified otherwise. The Policyholder may not be named as beneficiary.

Unless You provided otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries.

If no named beneficiary survives You or if You do not designate a beneficiary, We will pay the amount of insurance:

- 1. to Your spouse or Domestic Partner, if living; if not,
- 2. in equal shares to Your then living natural or adopted children, if any; if none,
- 3. in equal shares to Your father and mother, if living; if not,
- 4. to Your estate.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

If any benefits under this provision are to be paid to Your estate, We may pay an amount not greater than \$2,000 to any person We consider to be equitably entitled by reason of having incurred funeral or other expenses incident to Your death. Any and all payments made by Us shall fully discharge Us in the amount of such payment.

## **Change of Beneficiary**

You may change Your beneficiary at any time by completing a change request form, or a form accepted by Us, and sending it to the Policyholder. Your written request for change of beneficiary will not be effective until it is recorded by the Policyholder. After the change request has been received, the change will take effect on the later of the date You signed the change request form or the date You specifically requested. A change submitted electronically will take effect on the later of the date We received the electronic submission or the date specifically requested. If You die before the change has been recorded, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.

#### Conversion of Life Insurance

#### **Conversion if Eligibility Terminates:**

You may convert to an individual policy of life insurance if Your life insurance, or a portion of it, ceases because:

- 1. You are no longer employed by the Policyholder; or
- 2. You are no longer in a class which is eligible for life insurance.

In either of these situations, You may convert all or any portion of Your life insurance which was in force at the date of termination.

#### Conversion if Policy is Terminated or Amended:

You may also convert to an individual policy of life insurance if Your life insurance ceases because:

- 1. the Policy terminates; or
- 2. life insurance benefits under the Policy cease; or
- 3. the Policy is amended making You ineligible for life insurance.

However, in any of these situations, You must have been insured under the Policyholder's plan of insurance for at least five (5) years. The amount of insurance converted in any of these situations will be the lesser of:

- 1. the amount of life insurance in force, less any amount for which You become eligible under this or any other group policy within 31 days after the date Your life insurance ceased; or
- 2. \$10.000.

#### **Conditions for Conversion:**

We must receive written application and the first premium for the individual life insurance policy within 31 days after insurance under the Policy ceases. No evidence of insurability will be required.

The individual policy will be a policy of whole life insurance. It will not contain disability benefits, Accidental Death & Dismemberment benefits or any other supplemental benefits.

The premium for the individual policy will be based on:

- 1. Our current rates based upon the attained age on Your nearest birthday; and
- 2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the first day following the 31 day period during which You could apply for conversion.

If You die during a period when You would have been entitled to have an individual policy issued and You die before such an individual policy became effective, We will pay the beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued as defined above, provided the death occurred during the 31 day period within which You could have made application.

If life insurance benefits are paid under the Policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

#### Notice:

If the Policyholder fails to notify You at least 15 days prior to the date insurance under the Policy would cease, You shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the Policy. The additional election period shall expire 15 days immediately after the Policyholder gives You notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

## **Portability**

If Your Supplemental Life Insurance ceases under the Policy, You may continue Your coverage by porting to the Group Portable Insurance Trust Policy provided:

- 1. You were insured under the Policyholder's plan of insurance for at least 12 months; and
- 2. Your life insurance provided by other terms of the Policy has terminated due to termination of Your employment and prior to any termination of Your class of coverage; and
- 3. You are under 70 years old; and
- 4. You did not terminate employment due to a disability; and
- 5. You are no longer in a class of insurance which is eligible for Supplemental life insurance.

The maximum amount of insurance available to port under this provision is 100% of the amount of Supplemental Life Insurance in effect on the date Your coverage ceases, less any amount converted under the Conversion of Life Insurance provision, to a maximum of \$500,000.

**Group Portable Insurance Trust Policy** means the trust policy under which the portable coverage is issued. Provisions of the Group Portable Insurance Trust Policy may differ from the provisions of the Policy.

You must elect by written application to continue coverage under the Group Portable Insurance Trust Policy within the 31 day period immediately following the date on which Your insurance terminated. If Your premium and application are received by Us within this period, portable coverage will take effect on the 32nd day immediately following the date of termination.

The premiums for coverage continued under Portability will be based on Our current rates for Your age at the time You elect Portability. We may change premium rates for portable coverage at any time with 31 days written notice.

#### **Waiver of Premium**

We will continue Your life insurance benefit under the Policy without the further payment of life insurance premium if You become Totally Disabled, provided:

- 1. You are insured under the Policy and are Actively at Work on or after the effective date of the Policy; and
- 2. You are under the age of 60; and
- 3. You provide Us with satisfactory written Proof of Total Disability within 12 months after the date You became Totally Disabled; and
- 4. Your Total Disability has continued without interruption for at least 6 months; and
- 5. You are still Totally Disabled when You submit the Proof of disability; and
- 6. all required premium has been paid.

The premium will be waived from the date We receive satisfactory written Proof of Total Disability. Premium will continue to be waived provided You:

- 1. remain Totally Disabled; and
- 2. provide satisfactory written Proof of continuing Total Disability upon request.

You are responsible for obtaining initial and continuing Proof of Total Disability.

You will be covered for the amount of life insurance in force as of the date Total Disability commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as a result of age or amendment to the Policy. This life insurance coverage will continue without the payment of premium until the Insured is no longer Totally Disabled or reaches age 65, whichever occurs first.

We may require You to submit to an Independent Medical Examination at reasonable intervals during the period of claimed Total Disability. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if You refuse to be examined as and when required.

We will pay the amount of life insurance in force to the beneficiary if You die before furnishing satisfactory Proof of Your Total Disability, provided:

- 1. You die within one year from the date You became Totally Disabled; and
- 2. We receive Proof that You were continuously Totally Disabled until the date of death.

If continuation of life insurance under the Waiver of Premium provision ceases, and You are employed by the Policyholder, Your life insurance will continue provided premium payments begin on the next premium due date.

If continuation of life insurance under the Waiver of Premium provision ceases, and You are no longer employed by the Policyholder, You may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of the Policy.				

## ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, You or Your beneficiary may incur a tax obligation. As with all tax matters, You or Your beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other governmental benefits or entitlements.

#### **Benefit**

The Accelerated Death Benefit is 75% of Your Group Term Life Insurance which is payable to You prior to Your death if We receive Proof that You are Terminally III. The Accelerated Death Benefit is limited to a maximum of \$250,000 and a minimum of \$7,500, and is payable only once to any one Insured.

If Your Group Term Life Insurance will reduce, due to age, within 6 months after the date We receive Proof, the benefit will be 75% of the reduced Group Term Life Insurance benefit.

This benefit does not apply to Accidental Death & Dismemberment benefits.

## **Benefit Payment**

We will pay the benefit during Your lifetime, if Terminally III, if Your legal representative elects the benefit and provides satisfactory Proof. The benefit will be paid to You in one sum.

## **Exceptions**

The benefit will not be payable:

- 1. for any amount of Group Term Life Insurance which is less than \$15,000; or
- 2. if Your Group Term Life Insurance benefit has been assigned; or
- 3. if Your Group Term Life Insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse or Domestic Partner as part of a divorce or separation agreement or termination of the Domestic Partnership; or
- 4. if You are a retiree.

#### **Notice and Proof of Claim**

You must elect the benefit in writing on a form that is acceptable to Us. You must furnish Proof that You are Terminally III, including certification by a Medical Provider.

#### **Effect on Insurance**

The benefit is in lieu of the Group Term Life Insurance benefit that would have been paid upon Your death.

When the benefit is paid:

- 1. the amount of Group Term Life Insurance otherwise payable upon Your death will be reduced by the benefit;
- 2. the amount of Group Term Life Insurance which could otherwise have been converted to an individual contract will be reduced by the benefit; and
- 3. the premium due for Group Term Life Insurance will be calculated on the amount of such insurance remaining in force after deducting the benefit.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT**

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM

#### **Benefit**

We will pay You up to the Principal Sum as shown in the Schedule of Benefits if You lose Your life or a member of Your body as a result of an Accident, while You are insured under the Policy. The amount payable is shown in the table below. The loss must occur within 365 days of the Accident; and the loss must be the direct and sole result of the Accident and independent of all other causes.

TABLE OF LOSSES	% OF PRINCIPAL SUM PAYABLE
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of Speech and Hearing	100%
Quadriplegia	100%
Paraplegia	75%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia	50%
Loss of Thumb and Index Finger (on same hand)	25%
Uniplegia	25%

Loss, with respect to hand or foot, means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to sight, speech and hearing, Loss means entire and irrecoverable loss of sight, speech or hearing. With respect to thumb and index finger, loss means complete severance of entire digit at or above joints.

**Quadriplegia** means total Paralysis of both arms and legs. Paraplegia means total Paralysis of both legs. Hemiplegia means total Paralysis of one arm and one leg on the same side of the body. Uniplegia means total Paralysis of one limb.

**Paralysis** means loss of use without severance of a limb which resulted from an Accident. Paralysis must be determined by a Medical Provider to be permanent, total and irreversible.

The total amount of benefits payable for all losses to any one person resulting from any one Accident will not be greater than the Principal Sum shown in the Schedule of Benefits.

We will pay benefits for loss of life to the same beneficiary(ies) named to receive life insurance benefits. Benefits for all other losses will be paid to You.

#### **Seat Belt Benefit**

We will pay an additional benefit, the Seat Belt Benefit, equal to 100% of the Insured's Principal Sum or \$25,000, whichever is less, if the Principal Sum under the Accidental Death & Dismemberment Benefit is payable for loss of Your life as the result of an Accident which occurs while You are driving or riding in an Automobile, if:

- 1. the Automobile is equipped with Seat Belts;
- 2. the Seat Belt was in actual use and properly fastened at the time of the Accident; and
- 3. the position of the Seat Belt is certified in the official report of the accident or by the investigating officer. A copy of the police accident report must be submitted with the claim; and
- 4. You were driving or riding in an automobile driven by a driver who was neither:
  - a. Intoxicated; nor
  - b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a Medical Provider and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

If such certification is not available, and it is unclear whether You were properly wearing Seat Belt(s), then We will pay a fixed benefit of \$1,000.

**Automobile** means a motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and an internal combustion engine. It may include electric passenger vehicles and certain hybrids. It excludes all other motorized vehicles.

**Seat Belt** means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

## Air Bag Benefit

We will pay an additional benefit, the Air Bag Benefit, equal to 5% of the Principal Sum of the Accidental Death & Dismemberment Benefit, if the Principal Sum of the Accidental Death & Dismemberment Benefit is payable for the loss of Your life as a result of an Accident which occurs while You are driving or riding in an automobile provided that:

- 1. You were positioned in a seat that was equipped with a factory installed Air Bag;
- 2. You were properly strapped in the Seat Belt when the Air Bag inflated; and
- 3. the police report establishes that the Air Bag inflated properly upon impact.

The maximum Air Bag Benefit payable is \$5,000. If it is unclear whether You were properly wearing Seat Belt(s) or if it is unclear whether the Air Bag inflated properly, then the Air Bag Benefit will be \$100.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

## **Repatriation Benefit**

We will pay an additional benefit, the Repatriation Benefit, of up to \$5,000 of the Principal Sum of the Accidental Death & Dismemberment Benefit, for the preparation and transportation of Your body to a mortuary if:

- 1. the Principal Sum under the Accidental Death & Dismemberment Benefit is payable for loss of Your life; and
- 2. Your death occurs at least 75 miles away from Your principal residence.

#### **Dependent Education Benefit**

We will pay an additional benefit, the Education Benefit, to Your Dependent Student if the Principal Sum under the Accidental Death & Dismemberment Benefit is payable for loss of Your life.

#### **Definitions which apply to the Education Benefit:**

Student means a Dependent Child who, on the date of Your death, is:

- 1. A full-time student in a School of Higher Education; or
- 2. A student in the 12th grade but who becomes a full-time post-high school student in a School of Higher Education within 365 days of Your death; or
- 3. A student who has graduated 12th grade within 90 days of Your death and who becomes a full-time post high school student in a School of Higher Education within 365 days of Your death.

#### School of Higher Education means an institution which:

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

Eligibility will continue to age 23 for Dependent Children who are not employed full time and are enrolled as a full time student in a recognized school and dependent on You for support and maintenance.

Eligibility will continue past the age limit for Dependent Children who are primarily dependent upon You for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. Proof of such capacity must be provided to Us upon request.

**Note:** No eligible person may be covered more than once under the Policy. If a person is covered as an Employee, He cannot be covered as a Dependent Child of another Employee.

**Amount of Benefit:** The maximum Dependent Child Education Benefit for each Student shall equal the lesser of Your Principal Sum or \$12,000.

**Payment of Benefit:** The Dependent Education Benefit will be paid in four equal annual installments. We will only pay one Dependent Education Benefit to any one Student during any one school year. If the Student is a minor, We will pay the benefit to the legal representative of the minor. Reimbursement will not be made for expenses incurred prior to Your death, or for room, board or other ordinary living, traveling or clothing expenses.

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

- 1. When the Dependent Child no longer meets the definition of a Student; or
- 2. Our payment of the fourth installment of the Dependent Education Benefit on behalf of or to the student; or
- 3. At the end of the period during which Proof must be submitted if no Proof is submitted.

**Special Child Education Benefit:** If the Insured Employee's eligible Dependent child does not qualify as a Student, but is enrolled in an elementary or high school, We will pay a child education benefit in the amount of \$1,000. This benefit is payable once upon proof that the Insured Employee has died a a result of an accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after the Insured Employee's death, the Insured Employee's eligible Dependent child is full-time student in an elementary or high school.

#### **Common Carrier Benefit**

We will pay an additional benefit, the Common Carrier Benefit, equal to Your Principal Sum paid under the Accidental Death & Dismemberment Benefit but not to exceed \$150,000, if a Principal Sum under the Accidental Death & Dismemberment benefit for loss of Your life is payable as the result of an Accident which occurs while You are a fare-paying passenger on a public conveyance that:

- 1. is run by a common carrier regulated by the government; and
- 2. transports passengers for hire; and
- 3. is not a chartered or other privately arranged conveyance.

#### **Common Disaster Benefit**

If You and Your spouse or Domestic Partner are injured in the same Accident and die within 365 days as a result of injuries in such Accident, the full amount that We will pay for Your spouse's or Domestic Partner's loss of life will be increased to equal the full amount payable for Your loss of life but not to exceed a maximum of \$150,000.

#### Payment of Benefit:

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

For any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits under the Basic and Supplemental Life Benefits to You.

If You or Your Dependent 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.

## **Exposure and Disappearance Benefit**

If, as a result of an Accident while insured for this benefit, You are unavoidably exposed to the elements and suffer a loss as a result of that exposure, the loss will be covered according to the Table of Losses. If Your body has not been found within one (1) year of an Accidental disappearance resulting from a forced landing, sinking or wrecking of a conveyance in which You were an occupant, You will be deemed to have suffered loss of life. If You are later found to be alive, the AD&D death benefit must be refunded to Consumers Life.

#### **Coma Benefit**

If an Injury occurs as a result of an Accident, We will pay You or Your legal representative an additional benefit if You become Comatose within 31 days of the Accident and remain Comatose beyond the Waiting Period.

We will pay this benefit at the rate of 1% of Your Principal Sum per month from the end of the Waiting Period. We will cease payment on the earliest of:

- 1. the end of the month in which You die;
- 2. the end of the 11th month for which the benefit is payable; or
- 3. the end of the month in which You recover from the Coma.

#### If You:

- 1. die from any cause or as a result of the covered Accident while the Coma Benefit is payable; or
- 2. remain Comatose after the Coma Benefit is payable for 11 consecutive months, we will pay a lump sum benefit equal to the Principal Sum under the Policy for Accidental Death, reduced by the amount of any Accidental Dismemberment, loss of sight, speech, hearing, or paralysis benefits paid to You for the loss caused by the covered Accident.

**Comatose or Coma** means that a person is in a profound stupor of complete and total unconsciousness, as the result of a covered Accident.

Waiting Period for the Coma Benefit means the 31 day period from the date You become Comatose.

#### **Child Care Benefit**

We will pay an additional benefit, the Child Care Benefit, equal to 3% of the Principal Sum of the Accidental Death & Dismemberment Benefit, not to exceed \$5,000 per year per Dependent Child for up to 5 years, if You suffer a loss of life solely and as a direct result of an Accident, if the Dependent Child is enrolled in a Legally Licensed Child Care Center.

To be eligible for this Child Care Benefit, the Dependent Child must be under age 13 and be enrolled in a Legally Licensed Child Care Center on the date of the Accident or subsequently enrolled in a Legally Licensed Child Care Center within 365 calendar days after the date of the claim is approved.

The Child Care Benefit is payable in annual installments until the earliest to occur of:

- 1. five years from the date of Your death; or
- 2. the date no Dependent qualifies as a Dependent Child; or
- the date that satisfactory Proof of Dependent eligibility status is not provided to Us within 30 days of a request for it;
- 4. discontinuance of the Policy.

The first Child Care Benefit will be paid when:

- 1. Your Principal Sum becomes payable; and
- 2. We receive written Proof that the Dependent Child is enrolled in a Legally Licensed Child Care Center.

The Child Care Benefit will be payable to the guardian of the estate of the minor; or to the custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

#### **Definitions which apply to Child Care Benefit:**

For the purpose of this Child Care Benefit, Dependent Child includes any other child You support who lives with You in a parent-child relationship.

**Legally Licensed Child Care Center** means a facility which is duly licensed, certified, or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with applicable laws and regulations of the jurisdiction.

#### Limitations

We will not pay any Accidental Death & Dismemberment benefits for a loss caused by or connected with:

- 1. suicide or attempted suicide;
- 2. intentionally self-inflicted injury, including but not limited to Russian roulette;
- 3. bodily or mental disease or treatment of these;
- 4. Your participation in, or as a result of Your having participated in the commission of an assault or felony;
- 5. bacterial infection except pyogenic infection which occurs through or with an Accidental cut or wound;
- 6. war or any act of war, whether declared or undeclared;
- 7. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft;
- 8. Your being under the influence of any drug, (except those prescribed by a physician and used in the manner prescribed), including narcotics, hallucinogens and gas or fumes, which are taken or inhaled voluntarily;
- 9. voluntary poisoning;
- 10. Your being Intoxicated;

#### **Notice of Claim**

If You incur a loss that may result in a claim for benefits under the Policy, written notice must be given to Us at Our home office. This must be done within 20 days after the covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice must contain enough information to identify the claimant and nature of loss.

#### **Claim Forms**

When We receive written notice of a claim, We will send the claimant forms with which to file Proof of loss. If these forms are not given to the claimant within 15 days, He will be excused from filing the forms provided He sends Us written Proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

#### **Proof of Loss**

We must receive written Proof of loss within 90 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such Proof and that such Proof was furnished as soon as reasonably possible, failure to furnish Proof of loss within 90 days will not invalidate or reduce any claim. However, except in the absence of legal capacity, Proof of loss must be furnished no later than one (1) year from the date such Proof is required.

For the Education Benefit, Proof of loss must:

- 1. Include Proof of Student status; and
- 2. Be submitted no later than two months after completion of course work for that particular school year. The school year shall be deemed to begin on August 1st and end on July 31st.

## DEPENDENT GROUP LIFE INSURANCE BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED DEPENDENT LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM

#### **Benefit**

We will pay You the amount of insurance as shown in the Schedule of Benefits on the life of Your Dependent(s) while Your insurance is in force. Payment will be in one lump sum.

If You are not living at the time Dependent life insurance benefits become payable, We will pay the benefit:

- 1. to Your spouse or Domestic Partner, if living; if not,
- 2. in equal shares to Your then living natural, step, or adopted children, if any; if none,
- 3. in equal shares to Your father and mother, if living; if not,
- 4. to Your estate.

## **Eligibility**

If You are insured for life insurance under the Policy and belong to a class listed on the Application as eligible for Dependent life insurance benefits You are eligible to enroll for this benefit. If You are enrolled for Dependent coverage and subsequently acquire a new Dependent, that Dependent will automatically be covered.

A person cannot be insured as an Employee and also as a Dependent under the Policy. If both the husband and the wife are eligible Employees, they must each enroll as an Employee. If both husband and wife are covered as insured Employees under the Policy, only one may enroll for life insurance coverage on Dependent Child(ren).

Eligibility will continue past the age limit for eligible Dependent Children who are primarily dependent upon You for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. Proof of such incapacity must be provided to Us upon request.

## **Effective Date of Dependent Coverage**

#### Provided You:

- 1. have completed any required Waiting Period; and
- 2. apply for Dependent life insurance no later than 31 days after becoming eligible for that benefit; and
- 3. have paid or are obligated to pay any applicable premium,

life insurance for Your Dependent(s) will become effective on the later of:

- 1. the date Your group insurance coverage becomes effective;
- 2. the effective date of the Dependent life insurance benefit; or
- 3. the date You enroll Your Dependent(s).

If You enroll for Dependent coverage more than 31 days after You are eligible to do so, You must furnish evidence of insurability satisfactory to Us for each Dependent, and coverage will become effective on the date We determine that evidence is satisfactory and We provide notice of approval. Evidence of Insurability is not required for Dependent Child(ren) late entrants.

## **Evidence of Insurability/Deferred Effective Date**

If a Dependent is required to submit satisfactory evidence of insurability for any reason, insurance in the amount for which We require such evidence will become effective on the date We determine that the evidence is satisfactory and We provide notice of approval.

If a Dependent is hospital confined on the date His coverage would otherwise become effective, insurance will not become effective until the date the Dependent is no longer hospital confined.

## **Changes in Amount of Dependent Life Insurance**

Any increase in the amount of Dependent life insurance will become effective immediately on the date of the change, provided the Dependent is not hospital confined on that day. If the Dependent is hospital confined, the increase will become effective on the date the Dependent is no longer hospital confined.

Any decrease in the amount of Dependent life insurance will become effective immediately on the date of the change.

## **Conversion of Dependent Life Insurance**

#### **Conversion if Eligibility Terminates:**

The Dependent may convert to an individual policy of life insurance if His life insurance, or any portion of it, ceases because:

- 1. You are no longer employed by the Policyholder; or
- 2. You are no longer in a class which is eligible for Dependent life insurance; or
- 3. You die; or
- 4. a Dependent Child reaches the limiting age under the Policy; or
- 5. a Dependent spouse or Domestic Partner is no longer eligible as a result of divorce or dissolution of marriage or termination of the Domestic Partnership; or
- 6. a Dependent is no longer eligible as defined in this provision.

In any of these situations, the Dependent may convert up to the amount which was in force on the date insurance was terminated.

#### Conversion if Policy is Terminated or Amended:

A Dependent may also convert to an individual policy of life insurance if His life insurance ceases because:

- 1. the Policy terminates; or
- 2. Dependent life insurance benefits under the Policy cease; or
- 3. the Policy is amended making You ineligible for Dependent life insurance.

However, in any of these situations, You must have been insured under the Policyholder's plan of insurance for at least five (5) years. The amount of insurance converted in any of these situations will be the lesser of:

- the amount of life insurance in force, less any amount for which the Dependent becomes eligible under this or any other group policy within 31 days after the date His life insurance ceased; or
- 2. \$10,000.

#### **Conditions for Conversion:**

We must receive written application and the first premium for the individual life insurance policy within 31 days after the insurance under the Policy ceases. No evidence of insurability will be required.

The individual policy will be a policy of whole life insurance. It will not contain any disability, Accidental Death & Dismemberment benefits or any other supplemental benefits.

The premium for the individual policy will be based on:

- 1. Our current rates based upon the applicant's attained age on His nearest birthday; and
- 2. on the amount of the individual policy.

If the Dependent applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31 day period during which He could apply for conversion.

If the Dependent dies during a period when He would have been entitled to have an individual policy issued to Him and if He dies before such an individual policy became effective, We will pay the greatest amount of group term life insurance for which an individual policy could have been issued, provided the death occurred during the 31 day period during which He could have made application.

If life insurance benefits are paid under the Policy, payment will not be made under the converted policy, and We will refund any premiums paid for the converted policy.

# Portability of the Supplemental Life Insurance for Spouse, Domestic Partner and Dependent Child

If Your Supplemental Life Insurance for Your Spouse, Domestic Partner or Dependent ceases under the Policy, You may continue this coverage by porting to the Group Portable Insurance Trust Policy provided:

- 1. You were insured under the Policyholder's plan of insurance for at least 12 months; and
- 2. Your life insurance provided by other terms of the Policy has terminated due to termination of Your employment and prior to any termination of Your class of coverage; and
- 3. You are under 70 years old; and
- 4. You did not terminate employment due to a disability; and
- 5. You are no longer in a class of insurance which is eligible for Supplemental life insurance.
- 6. You have elected portability of Your Supplemental Life Insurance.

The maximum amount of insurance available to port under this provision is 100% of the amount of Supplemental Life Insurance in effect on the spouse, Domestic Partner or Dependent Child on the date Your coverage ceases, less any amount converted under the Conversion of Life Insurance provision, to a maximum of \$10,000.

**Group Portable Insurance Trust Policy** means the trust policy under which the portable coverage is issued. Provisions of the Group Portable Insurance Trust Policy may differ from the provisions of the Policy.

You must elect by written application to continue coverage under the Group Portable Insurance Trust Policy within the 31 day period immediately following the date on which Your insurance terminated. If Your premium and application are received by Us within this period, portable coverage will take effect on the 32nd day immediately following the date of termination.

The premiums for coverage continued under Portability will be based on Our current rates for Your age at the time You elect Portability. We may change premium rates for portable coverage at any time with 31 days written notice.

## SHORT-TERM DISABILITY BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED SHORT-TERM DISABILITY INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

## **Total Disability Benefit**

We will pay benefits to You if You become Totally Disabled due to an Accidental Injury or Sickness while insured under the Policy and are under the regular care of a Medical Provider.

The amount of benefit, the day benefits begin, and the maximum benefit period are shown in the Schedule of Benefits. Exception: Any disability which begins more than 30 days after an Injury will be considered a Sickness for the purpose of determining benefits under the Policy.

Unless periods of Total Disability are separated by Your return to Active Work for at least two consecutive weeks, successive periods of Total Disability resulting from injuries received in any one Accident or from any one Sickness or related Sicknesses will be considered one period of Total Disability.

## **Working Partial Disability Benefit**

We will pay a Working Partial Disability Benefit if we receive Proof that You, while covered under the Policy, are Partially Disabled due to an Accidental Injury or Sickness and are under the regular care of a Medical Provider. The amount of benefit, the day benefits begin, and the maximum benefit period are shown in the Schedule of Benefits. Receipt of a Working Partial Disability Benefit will not extend the Maximum Benefit Period shown in the Schedule of Benefits.

Partial Disability or Partially Disabled means You are working, but as a result of Injury or Sickness, You are:

- 1. able to perform one or more, but not all, of the Material and Substantial Duties of Your occupation on a full or part time basis; or
- 2. able to perform all of the Material and Substantial Duties of Your occupation on a part time basis; and
- 3. earning less than 80% of Your Pre-Disability Earnings at the time the Partial Disability employment begins.

You will no longer be considered Partially Disabled under the Policy when You are able to increase Your current earnings by increasing the number of hours You work or the number of duties You perform in Your occupation but You do not do so.

Pre-Disability Earnings means Your Basic Weekly Wage in effect immediately prior to the date Disability begins.

The Working Partial Disability Benefit will be the lesser of:

- 1. the Maximum Weekly Benefit shown in the Schedule of Benefits; or
- 2. Your Pre-Disability Earnings minus Your Partial Disability income.

Working Partial Disability Benefits will cease on the earliest of:

- 1. the date Your earnings exceed 80% of Your Pre-Disability Earnings; or
- 2. the date You are no longer Partially Disabled; or
- 3. the end of the Maximum Benefit Period; or
- 4. the date on which You begin to receive benefits under any retirement plan sponsored by the Policyholder; or
- 5. the date of Your death.

#### **Work Incentive Benefit**

We will pay a Work Incentive Benefit if the Insured is Partially Disabled and Gainfully Employed after the end of the elimination period, or after a period during which the Insured received Short-Term Disability weekly benefits.

A Work Incentive Benefit will be payable if the Insured is disabled and Gainfully Employed after the end of the elimination period, or after a period during which the Insured received Short-Term Disability weekly benefits.

The Work Incentive Benefit will be calculated while the Insured is Gainfully Employed as follows:

- 1. We will add together the Maximum Weekly Benefit shown in the Application and the Insured's disability Earnings and compare to Pre-Disability Earnings.
- 2. If the total amount in item 1 exceeds 100% of Pre-Disability Earnings, the Work Incentive Benefit will be equal to the net Short-Term Disability weekly benefit reduced by the amount of the excess.
- 3. If the total amount in item 1 does not exceed 100% of Pre-Disability Earnings, the Work Incentive Benefit will be equal to the net Short-Term Disability weekly benefit amount.

The Work Incentive Benefit will cease on the earliest of the following:

- 1. the date the Insured is no longer Partially Disabled; or
- 2. the end of the maximum period payable.

The payment of a Work Incentive Benefit, combined with the Insured's Short-Term Disability weekly benefit, will not extend the maximum period payable, as shown in the Application.

Definitions for purposes of this benefit:

**Gainfully Employed** means the performance of any occupation for wages, remuneration or profit, for which the Insured is qualified by education, training or experience on a full-time or part-time basis.

Partial Disability or Partially Disabled means the Insured is working, but as a result of Injury or Sickness, the Insured is:

- 1. able to perform one or more, but not all, of the Material and Substantial Duties of His occupation on a full or part time basis; or
- 2. able to perform all of the Material and Substantial Duties of His occupation on a part-time basis; and
- 3. is earning less than 100% of His Pre-Disability Earnings at the time the Partial Disability employment begins.

The Insured will no longer be considered Partially Disabled under this Policy when He is able to increase His current earnings by increasing the number of hours He works or the number of duties He performs in His occupation but He does not do so.

Pre-Disability Earnings means the Insured's Basic Weekly Wage in effect immediately prior to the date disability begins.

#### **Survivor Income Benefit**

We will pay a Survivor Income Benefit to an Eligible Survivor when proof is received that You died:

- 1. after You had received Short-Term Disability benefits for 3 or more consecutive weeks; and
- 2. while receiving a Short-Term Disability benefit.

The Survivor Income Benefit shall be payable as a lump sum immediately after We receive written proof of Your death. The benefit will be equal to 3 times Your Last Short-Term Disability Weekly Benefit. The benefit shall be accrued from Your date of death.

Definitions for purposes of this benefit:

**Eligible Survivor** means Your Dependent spouse or Domestic Partner, if living, or if Your Dependent spouse or Domestic Partner dies before the benefit is paid, Your Dependent Children who are under age 26.

If payment becomes due to Your Dependent Children, payment will be made to:

- 1. the Dependent Children, in equal payments; or
- 2. a person named by Us to receive payments on the Dependent Children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the Dependent Children.

Last Short-Term Disability Weekly Benefit means the weekly benefit paid to You immediately prior to Your death, but not including any reductions for Deductible Sources of Income.

If there is no Eligible Survivor, We will pay the Survivor Income Benefit to Your estate.

#### **Worksite Modification Benefit**

We will assist You and the Policyholder in identifying modifications We agree are likely to help You remain at work or return to work. This agreement will be in writing and must be signed by You, the Policyholder and Us.

When this occurs, We will reimburse the Policyholder for the cost of the modification, up to the greater of:

- 1. \$1,500; or
- 2. 2 times Your Last Short-Term Disability Weekly Benefit.

We will reimburse the Policyholder upon completion of the following:

- 1. agreed upon modifications made on Your behalf are completed.
- 2. written proof of expenses incurred by the Policyholder has been provided to Us; and
- 3. You have returned to work and are an Actively at Work Employee.

Definitions for purposes of this benefit:

Last Short-Term Disability Weekly Benefit means the weekly benefit paid to You immediately prior to Your request for benefits under the Worksite Modification Benefit Provision, but not including any reductions for Deductible Sources of Income.

#### **Exclusions**

We will not pay benefits for any Total Disability which is caused by or connected with:

- 1. Sickness or Injury arising out of or in the course of any employment for wage or profit; or
- 2. the commission of, or attempt by You to commit a felony; or
- 3. driving a Motorized Vehicle while Intoxicated; or
- 4. riding in a Motorized Vehicle driven by a driver who was Intoxicated; or
- 5. intentionally self-inflicted injury (while sane or insane); or
- 6. cosmetic surgery except when required due to Injury or Sickness; or
- 7. confinement to a penal or correctional institution if the period of confinement exceeds 30 days; or
- 8. Sickness or Injury for which You are entitled to benefits under any Workers' Compensation or similar law. Denial of Workers Compensation will not result in the payment of benefits under the Policy if disability resulted from an occupational Sickness or injury. Benefits are also not payable under the Policy if You are entitled to participate in Workers Compensation and choose not to do so.

#### **Payment of Benefits**

We will make benefit payments at regular intervals occurring at least as often as two weeks. If benefits are due for a period of less than one (1) week, payments will be made at a daily rate of 1/7th the weekly benefit.

If You are receiving any compensation from the Policyholder, including, but not limited to:

- 1. vacation pay;
- 2. salary continuation;
- 3. sick leave benefits; or
- 4. personal time off (PTO).

We will not begin payment of Short-Term Disability benefits until such compensation payments cease.

The Short-Term Disability benefits will be reduced by the following Deductible Source of Income:

- 1. disability benefits paid, payable or for which You are eligible under:
  - a. any state compulsory disability benefit Act or Law;

- b. any group insurance plan provided by or through the Policyholder which causes the Short-Term Disability Benefit, plus Deductible Sources of Income to exceed 75% of pre-disability weekly earnings;
- c. any State Teachers Retirement System (STRS), Public Employees Retirement System (PERS) or School Employees Retirement System (SERS).
- 2. Any accumulated vacation, personal time off (PTO), sick leave or salary continuation plan provided by or through the Policyholder which causes the Short-Term Disability Benefit, plus Deductible Sources of Income and Salary Continuation to exceed 75% of pre-disability weekly earnings, will be used to reduce the Weekly Benefit;
- 3. Retirement benefits paid under the Social Security Act including any amounts for which Your Dependents may be entitled to because of Your retirement;
- 4. Disability benefits paid under any No Fault Auto Motor Vehicle coverage;
- 5. Disability benefits paid under any individual disability income policy for which the Policyholder is paying premiums.

If any Deductible Source of Income described above is paid in a lump sum through compromise settlement or as an advance on future liability, We will determine the amount of the reduction to the Short-Term Disability weekly benefit as follows:

- 1. We will divide the amount paid by the number of weeks for which the settlement or advance was provided; or
- 2. If the number of weeks for which the settlement or advance is made is not known, We will divide the amount of the settlement or advance by the expected remaining number of weeks for which We will provide benefits for the covered disability based on the Proof of disability which We have, subject to a maximum of 26 weeks.

The Short-Term Disability benefit will not be further reduced for subsequent cost of living increases which are paid, payable or for which You or Your Dependents are eligible under any of the above Deductible Sources of Income.

Act or Law means the original enactment of an act or law and all amendments.

We will not reduce the Short-Term Disability benefit under the Policy by any of the following:

- 1. deferred compensation arrangements such as 401(k), 403 (b), or 457 plans;
- 2. credit disability insurance;
- 3. pension plans for partners;
- 4. military pension and military disability income plans;
- 5. franchise disability income plans;
- 6. any individual disability income policy for which You are paying premiums;
- 7. a retirement plan from another employer;
- 8. profit sharing plans;
- 9. thrift or savings plans;
- individual retirement account (IRA);
- 11. tax sheltered annuity (TSA);
- 12. stock ownership plan.

Short-Term Disability benefits will cease on the earliest of:

- 1. the date You are no longer Totally Disabled;
- 2. the end of the maximum benefit period;
- 3. the date on which You return to work for the Policyholder in any capacity;
- 4. the date on which You begin to receive benefits under any retirement plan sponsored by the Policyholder; or
- 5. the date of Your death.

#### **Notice of Claim**

If You incur a loss that may result in a claim for benefits under the Policy, written notice must be given to Us at Our home office. This must be done within 20 days after the covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice must contain enough information to identify the claimant and nature of loss.

#### **Claim Forms**

When We receive written notice of a claim, We will send the claimant forms with which to file Proof of loss. If these forms are not given to the claimant within 15 days, He will be excused from filing the forms provided He sends Us written Proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

#### **Proof of Loss**

We must receive written Proof of loss within 90 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such Proof and that such Proof was furnished as soon as reasonably possible, failure to furnish Proof of loss within 90 days will not invalidate or reduce any claim. However, except in the absence of legal capacity, Proof of loss must be furnished no later than one (1) year from the date such Proof is required.

## **Workers' Compensation**

The Policy does not replace or change any requirement for coverage under any Workers' Compensation or similar law.

## CONTINUATION OF EMPLOYEE COVERAGE

If You are no longer Actively at Work as a result of disability, layoff, leave of absence or sabbatical leave, You may continue to be eligible for group insurance coverage, except Short-Term Disability coverage, as follows:

**Disability** Until the end of the 12th month following the month in which You began disability, provided all

premiums are paid when due.

Layoff Until the end of the 1st month following the month during which the layoff began, provided all

premiums are paid when due.

Leave of Absence In accordance with the Policyholder's leave policy, not to exceed 12 months, provided all

premiums are paid when due.

Sabbatical Leave Until the end of the month following the 12th month in which the sabbatical began, provided all

premiums are paid when due.

**Family Medical Leave** Until the end of a 12 week period, or longer if required by state law, following the date a Leave **of Absence (FMLA)** of Absence, in compliance with the Family and Medical Leave Act of 1993, began, provided all

premiums are paid when due.

## **TERMINATION PROVISIONS**

## **Termination of Employee Coverage**

Insurance coverage will end for You on the earliest of:

- 1. the date You are no longer a member of a covered class; or
- 2. the date the Policy is canceled; or, if applicable, the date the Participating Employer's participation terminates; or
- 3. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or
- 4. the date You stop making any required contribution toward payment of premiums; or
- 5. the date during which You are no longer Actively at Work (except in the case of disability, layoff or Leave of Absence as set forth in the Policy).

## **Termination of Dependent Coverage**

Dependent Insurance coverage will end on the earliest of:

- 1. the date You are no longer a member of a covered class; or
- 2. the date the Policy is canceled or, if applicable, the Participating Employer's participation terminates; or
- 3. the effective date of an amendment to the Policy which terminates this benefit; or
- 4. the date You stop making any required contribution toward payment of premiums; or
- 5. the date You are no longer Actively at Work (except in the case of disability, layoff or Leave of Absence as set forth in the Policy); or
- 6. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or
- 7. the date a Dependent Child or spouse or Domestic Partner is no longer eligible for coverage as defined in the Policy.

## **GENERAL PROVISIONS**

#### **Entire Contract**

The Policy, the attached Policyholder Application, and the Enrollment Forms of the Insureds are considered to be the entire contract.

#### **Statements**

We consider any statements made by the Policyholder or any Insured, in the absence of fraud, to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy unless it is contained in a written application.

## Incontestability

We will not contest the validity of the Policy, except for nonpayment of premium, after it has been in force for two (2) years from its effective date. We will not contest the validity of Your insurance after Your insurance has been in force under the policy for two (2) years during Your lifetime.

## Misstatement of Age

If You have misstated Your age or the age of a Dependent, the true age will be used to determine:

- 1. the effective date or termination date of insurance; and
- 2. the amount of insurance; and
- 3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

#### **Appeals**

If You are not satisfied with a benefit determination decision, You may file an appeal for reconsideration. To file an appeal, contact Consumers Life in writing within sixty (60) days of the date appearing on Consumers Life's notice to You of its benefit determination.

#### Conformity with State Law

If any part of the Policy does not conform to a state statute in the state in which it is issued or delivered, it is hereby amended to conform with the minimum requirements of the statutes of that state.

## Payment of Interest

The interest payable for Life, Accidental Death, and Dependent Life insurance benefits shall be computed from the date of Your death to the date of the payment of the proceeds and shall be at whichever of the following rates is greater:

- 1. The annual short-term applicable federal rate for the purposes of section 1274(d) of the Internal Revenue Code as defined in section 5747.01 of the Ohio Revised Code in effect for the month in which You died; or
- 2. The current rate of interest on proceeds left on deposit with Us.

## **Assignment**

You may assign to anyone other than the Policyholder any incident of ownership You may possess. We are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

#### **Retention of Discretion**

We shall have the exclusive right to interpret the terms of the Policy, the Certificate, the Schedule of Benefits, Riders and Endorsements. The decision about whether to pay any claim, in whole or in part, is within Our sole discretion, and such decisions shall be final and conclusive.

## **Physical Examination/Autopsy**

Upon receipt of a claim, We may examine You, at Our expense, at any reasonable time. We reserve the right to perform an autopsy, at Our expense, if it is not prohibited by any applicable local law(s).

## **Legal Action**

No action at law or in equity may begin prior to 60 days after We receive valid written Proof of loss. No such action may begin after 3 years from the day written Proof of loss was required.