

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

## CERTIFICATE AND SUMMARY PLAN DESCRIPTION:

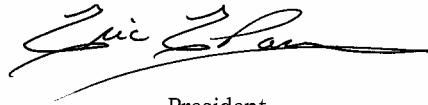
### GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Policyholder:	City of Alexandria, Virginia
Policy Number:	645212-B
Effective Date:	December 1, 2006

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



President

## Table of Contents

COVERAGE FEATURES .....	1
GENERAL POLICY INFORMATION .....	1
BECOMING INSURED .....	1
PREMIUM CONTRIBUTIONS .....	2
SCHEDULE OF AD&D INSURANCE.....	2
OTHER PROVISIONS .....	3
See Benefit Payment And Beneficiary Provisions, Methods Of Payment. ....	3
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	4
A.    Insuring Clause .....	4
B.    Definition Of Loss .....	4
C.    Amount Payable .....	4
D.    Changes In AD&D Insurance Benefits .....	4
E.    AD&D Insurance Exclusions .....	5
ADDITIONAL BENEFITS.....	5
WHEN AD&D INSURANCE BECOMES EFFECTIVE.....	7
A.    Becoming Insured For AD&D Insurance .....	7
ACTIVE WORK PROVISIONS .....	8
WHEN AD&D INSURANCE ENDS .....	8
REINSTATEMENT OF AD&D INSURANCE .....	8
CLAIMS .....	9
ASSIGNMENT .....	10
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....	10
ALLOCATION OF AUTHORITY .....	12
TIME LIMITS ON LEGAL ACTIONS .....	13
INCONTESTABILITY PROVISIONS .....	13
CLERICAL ERROR, AGENCY, AND MISSTATEMENT.....	13
TERMINATION OR AMENDMENT OF THE GROUP POLICY .....	14
DEFINITIONS.....	14

## **Index of Defined Terms**

The page number shown below is where the term is defined. For terms defined by an entire section, the page number below is the page on which that section begins.

Active Work, 8	Installment Amount, 3
Actively At Work, 8	Line Of Duty Accident, 7
AD&D Insurance Benefits, 2	Loss, 4
Air Bag System, 6	Member, 1
Annual Earnings, 14	Noncontributory, 15
Automobile, 5	Physician, 15
Beneficiary, 11	Policyowner, 1
Child, 14	Pregnancy, 15
Contributory, 15	Prior Plan, 15
Dependent, 15	Proof Of Loss, 9
Disability, 15	Public Safety Officer, 7
Disabled, 15	Recipient, 12
Eligibility Waiting Period, 15	Reductions In AD&D Insurance Benefits, 2
Employer(s), 1	Seat Belt, 5
Evidence Of Insurability, 15	Sickness, 15
Group Policy, 15	Spouse, 15
Group Policy Effective Date, 1	SSA Amount, 3
Group Policy Number, 1	War, 5
Injury, 15	

## COVERAGE FEATURES

This section contains many of the features of your accidental death and dismemberment insurance under the Group Policy. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

---

### GENERAL POLICY INFORMATION

Group Policy Number:	645212-B
Policyholder:	City of Alexandria, Virginia
Employer(s):	City of Alexandria, Virginia
Group Policy Effective Date:	December 1, 2006
Policy Issued In:	Virginia

---

### BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in When AD&D Insurance Becomes Effective and Active Work Provisions.

Definition of Member:	<p>You are a Member if you are:</p> <ol style="list-style-type: none"><li>1. An active Police Officer or Firefighter of the Employer; and</li><li>2. Regularly working at least 20 hours each week.</li></ol> <p>You are not a Member if you are:</p> <ol style="list-style-type: none"><li>1. A temporary or seasonal employee.</li><li>2. A full-time member of the armed forces of any country.</li><li>3. A leased employee.</li><li>4. An independent contractor.</li></ol>
-----------------------	--

Eligibility Waiting Period:	<p>You are eligible on one of the following dates, but not before the Group Policy Effective Date:</p> <p>If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 90 consecutive days as a Member.</p> <p>If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 90 consecutive days as a Member.</p>
-----------------------------	--

## PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

---

## SCHEDULE OF AD&D INSURANCE

AD&D Insurance Benefits: \$200,000

The amount payable for certain Losses will differ. The amount payable is equal to a percentage of the AD&D Insurance Benefits in effect on the date of the accident. No more than 100% of the AD&D Insurance Benefits in effect will be paid for all Losses incurred by you or your Dependent as a result of one accident. The percentage is shown below.

<u>Loss:</u>	<u>Percentage:</u>
Life	100%
One hand, one foot, sight in one eye, speech, or hearing in both ears	50%
Two or more of the above Losses	100%
Thumb and index finger of same hand	25%*

\*No benefit will be paid for Loss of thumb and index finger of the same hand if benefits are payable for the Loss of that entire hand.

### Reductions In AD&D Insurance Benefits:

If you reach an age shown below, the amount of AD&D Insurance Benefits will be the amount determined above, multiplied by the appropriate percentage below.

Age	Percentage
65	75%
66	65%
67	55%
68	45%
69	35%
70 or over	25%

### Additional Benefits:

Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for Loss of that life.
Air Bag Benefit:	The lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of that life.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Repatriation Benefit:	The lesser of (1) \$5,000; or (2) the expenses incurred to transport your or your Dependent's body to a mortuary near your or your Dependent's primary place of residence.
Line of Duty Benefit	The lesser of (1) \$50,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

See **Additional Benefits.**

---

## OTHER PROVISIONS

Annual Earnings based on:	Earnings in effect on your last full day of Active Work.
SSA Amount:	\$25,000
Installment Amount:	\$10,000

**See** Benefit Payment And Beneficiary Provisions, **Methods Of Payment.**

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If you have an accident, including accidental exposure to adverse weather conditions, while insured under the Group Policy and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

### B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight, as certified by a Diplomat of the American Board of Ophthalmology.

With respect to speech, Loss means entire and irrecoverable loss of audible speech, as certified by a Diplomat of the American Board of Otolaryngology.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears, as certified by a Diplomat of the American Board of Otolaryngology.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

### C. Amount Payable

The amount of AD&D Insurance Benefits is shown in the **Coverage Features**. The amount payable for certain Losses will differ.

### D. Changes In AD&D Insurance Benefits

#### 1. Increases

You must apply in writing for any increase in AD&D Insurance Benefits. Subject to the **Active Work Provisions**, an increase in AD&D Insurance Benefits becomes effective on the date of a change in your classification, age or Annual Earnings.

#### 2. Decreases

A decrease in AD&D Insurance Benefits because of a change in your classification, age, or Annual Earnings becomes effective on the date of the date of a change in your classification, age or Annual Earnings.

Any other decrease in AD&D Insurance Benefits becomes effective on the first day of the calendar month coinciding with or next following the date your Employer receives your written request for the decrease.

#### E. AD&D Insurance Exclusions

No AD&D Insurance Benefits are payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
3. The voluntary use or consumption of any poison, chemical compound, alcohol, or drug, unless used or consumed according to the directions of a physician.
4. Sickness or Pregnancy existing at the time of the accident or exposure.
5. Heart attack or stroke.
6. Medical or surgical treatment or diagnostic procedure for any of the above.
7. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who incurs the Loss is a fare paying passenger on a commercial aircraft.

### **ADDITIONAL BENEFITS**

#### Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if you meet all of the following requirements:

1. You die as a result of an Automobile accident for which AD&D Insurance Benefits are payable for Loss of that life.
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

The Seat Belt Benefit will be paid according to the Benefit Payment And Beneficiary Provisions in the same manner as the AD&D Insurance Benefits.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a private passenger motor vehicle licensed for use on public highways.

#### Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of that life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile manufacturer.
3. You or the deceased is seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the respective Air Bag System deployed in the crash, as evidenced by a police accident report.



The Air Bag Benefit will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a private passenger motor vehicle licensed for use on public highways.

#### Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. On the date of your death, the Child meets one of the following requirements:
  - a. Is registered and in full-time attendance at an accredited institution of higher education beyond high school.
  - b. Within one year is registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirement of item 3.a. above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

#### Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

The Career Adjustment Benefit will be paid to your surviving Spouse. If you have no surviving Spouse, no Career Adjustment Benefit will be paid.

#### Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

The Child Care Benefit will be paid to your surviving Spouse. If you have no surviving Spouse, no Child Care Benefit will be paid.

#### Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an accident for which AD&D Insurance Benefits are payable for that Loss of life.
2. The deceased is, on the date of death, more than <50> miles from the deceased's primary place of residence.
3. Expenses are incurred to transport the deceased's body to a mortuary near the deceased's primary place of residence.

The Repatriation Benefit will be paid to the person who incurred the transportation expenses.

#### Line Of Duty Benefit

The amount of the Line Of Duty Benefit is shown in the **Coverage Features**.

We will pay a Line Of Duty Benefit if all of the following requirements are met:

1. You are a Public Safety Officer.
2. You suffer a Loss for which AD&D Insurance Benefits are payable.
3. The Loss is the result of a Line Of Duty Accident.

Line Of Duty Accident means an accident, including accidental exposure to adverse weather conditions, that occurs while you are taking any action which by rule, regulation, law, or condition of employment you are obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime, criminal law enforcement, or fire suppression, including such action taken in response to an emergency while off duty.

If you are a Public Safety Officer, whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line Of Duty Accident includes a Line Of Duty Accident that occurs while you are on duty at social, ceremonial, or athletic functions to which you are assigned or for which you are paid as a Public Safety Officer by your Employer.

Public Safety Officer means a Member whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes corrections and judicial officers and officially recognized or designated volunteer firefighters.

The Line Of Duty Benefit will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits.

### WHEN AD&D INSURANCE BECOMES EFFECTIVE

#### A. Becoming Insured For AD&D Insurance

The **Coverage Features** states whether your AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your AD&D Insurance becomes effective as follows:

##### 1. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

##### 2. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums.

Contributory AD&D Insurance becomes effective on:

- a. The date you become eligible if you apply on or before that date.
- b. The date you apply if you apply within 90 days after you become eligible.

3. Takeover Provision

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

### **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury, or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance under the Group Policy, your insurance or increase in your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

### **WHEN AD&D INSURANCE ENDS**

AD&D Insurance ends automatically on the earliest of the following:

1. The date the last period ends for which a premium was paid for your AD&D Insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your AD&D Insurance will be continued with payment of premium, during a leave of absence which is required by the federal or a state-mandated family or medical leave act or law.

### **REINSTATEMENT OF AD&D INSURANCE**

If your AD&D Insurance ends, you may become insured again as a new Member. However, the following will apply.

1. If your AD&D Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your AD&D Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, AD&D Insurance will be reinstated pursuant to the federal or a state-mandated family or medical leave act or law.

## **CLAIMS**

### **A. Filing A Claim**

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### **B. Time Limits On Filing Proof Of Loss**

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### **C. Proof Of Loss**

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

### **D. Investigation Of Claim**

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

### **E. Time Of Payment**

We will pay benefits within 60 days after Proof Of Loss is satisfied.

### **F. Notice Of Decision On Claim**

We will evaluate a claim for benefits promptly after we receive it. Within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. Within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

### **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

### **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

#### A. Payment Of Benefits

AD&D Insurance Benefits payable because of Loss of your life will be paid to the Beneficiary you name. See B through E of this section.

1. The children of the Dependent.
2. The parents of the Dependent.
3. The brothers and sisters of the Dependent.
4. Your estate.

AD&D Insurance Benefits payable for Losses other than Loss of life will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

Additional Benefits will be paid as follows:

The Career Adjustment Benefit will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no surviving Spouse.

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no surviving Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyholder or your Employer during your lifetime;
3. Must relate to the AD&D Insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or your Employer.

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss satisfactory to us with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

## E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment And Beneficiary Provisions** section.

### 1. Standard Secure Access Checking Account (SSA)

If the amount payable to a Recipient is not less than the SSA Amount shown in the **Coverage Features**, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

### 2. Lump Sum

If the amount payable to a Recipient is less than the SSA Amount shown in the **Coverage Features**, we will pay it in a lump sum.

### 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is not less than the Installment Amount shown in the **Coverage Features**;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to a Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested.
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it.
3. The right to determine:
  - a. Eligibility for insurance.
  - b. Entitlement to benefits.
  - c. Amount of benefits payable.
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

## **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss satisfactory to us. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss satisfactory to us; and
2. The time within which Proof Of Loss satisfactory to us is required to be given.

## **INCONTESTABILITY PROVISIONS**

### **A. Incontestability Of Insurance**

Any statement made to obtain or to increase insurance under the Group Policy is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insurance under the Group Policy, for which such representation was made, has been in effect for two years, unless it was a fraudulent misrepresentation.

### **B. Incontestability Of Group Policy**

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder a copy of a written instrument signed by the Policyholder which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

## **CLERICAL ERROR, AGENCY, AND MISSTATEMENT**

### **A. Clerical Error**

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

### **B. Agency**

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

### **C. Misstatement Of Age**

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:



1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

### **TERMINATION OR AMENDMENT OF THE GROUP POLICY**

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

### **DEFINITIONS**

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRS Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Commissions.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means:

1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full-time attendance at an accredited educational institution); or
2. Your unmarried child who:
  - a. Is continuously Disabled on and after the date on which AD&D Insurance would otherwise end because of the Child's age; or

- b. Was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and is continuously Disabled thereafter.

Child includes a stepchild living in your home and an adopted child. Child does not include a person who is eligible for AD&D Insurance as a Member.

Contributory means you pay all or part of the premium for insurance under the Group Policy.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country.

Disabled and Disability mean your Child is:

1. Incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

Eligibility Waiting Period means the period you must be a Member before you become eligible for AD&D Insurance. See Coverage Features.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. At the applicant's expense, provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group accidental death and dismemberment insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to the body of a person insured under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance under the Group Policy.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means the pregnancy, childbirth, or related medical conditions, including complications of pregnancy of a person insured under the Group Policy.

Prior Plan means your Employer's group accidental death and dismemberment insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means the sickness, illness, or disease of a person insured under the Group Policy.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is eligible for AD&D Insurance as a Member or a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.