

ACCIDENTAL DEATH & DISMEMBERMENT

Thank you for your recent inquiry regarding the Accidental Death & Dismemberment Policy. This is a group policy that is provided free of charge to NCRGEA members by the Association, and there is no cash value. The face value of the policy for accidental death is \$10,000, but the reason we say up to \$10,000 is that there are varying amounts paid in the event of dismemberment or blindness.

If a member's death is of natural causes, there is no benefit.

Because this is a group policy, the member does not name a beneficiary. In the event of a member's accidental death, the benefit is paid to the member's surviving spouse. If no spouse, the facility of payment would be as follows: children, if no children, then surviving parents, if no surviving parents, then surviving siblings, if no surviving siblings, the estate.

If a member's death is the result of an accident, whoever handles the estate should notify NCRGEA, by calling our toll-free number at 1-800-356-1190. The Association will then provide the necessary claim forms and information needed to file the claim with the insurance company. The member must be current with their membership dues, in order to be covered by the Accidental Death and Dismemberment Policy. The member needs to make whoever handles their estate aware of the AD&D policy.

We must be notified within 1 year of either the accident or the death. No death or accidental benefit will be paid after the 1-year time limit.

If you have any questions, please call us at 1-800-356-1190.



Accidental Death & Dismemberment Policy Details

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association Post Office Box 10218 Raleigh, North Carolina, 27605-0218

North Carolina Department of Insurance, Consumer Services Division 1201 Mail Service Center Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state:

- Their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.
- They acquired rights to received payments through a structured settlement factoring transaction.

The association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed the average rate specified in the law;
- Dividends;
- Experience or other credits given in connection with the administration of a policy by a group contractholder;
- Policyholders' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an policyholder, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- A policy or contract commonly known as Medicare Part C or Part D or any regulations issued pursuant thereto.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out as follows:

- (1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
- (2) Except as provided in (3) (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
- (3) The guaranty association will pay a maximum of \$500,000 with respect to basic hospital, medical and surgical insurance and major medical insurance.
- (4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- (5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.

REQUIRED NORTH CAROLINA NOTICE REGARDING WILLFUL NONPAYMENT OF PREMIUM

To Our North Carolina Participating Policyholders:

Under North Carolina General Statute Section 58-50-45, we are required to give you the following notice:

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, POLICYHOLDER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE POLICYHOLDER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
- (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.



STANDARD INSURANCE COMPANY

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

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

Policyholder:

North Carolina Retired Government

Employees Association

Policy Number: 758158-A

Effective Date: January 1, 2020

This policy is a legal contract between the Policyholder and Standard Insurance Company. The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

READ YOUR POLICY CAREFULLY

STANDARD INSURANCE COMPANY

By

Chairman, President and CEO

Corporate Secretary

GP494-ADD/S399

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COVERAGE FEATURES

This section contains many of the features of your group accidental death and dismemberment insurance (AD&D Insurance). 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: 758158-A

Policyholder: North Carolina Retired Government Employees

Association

Group Policy Effective Date: January 1, 2020
Policy Issued in: North Carolina

BECOMING INSURED

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

Definition of Member: You are a Member if you are a member in good standing

with the policyholder, classified as either an active or an

associate member.

You are not a Member if you are classified as an honorary

member.

Class Definition: None

Eligibility Waiting Period: You are eligible on the date you become a Member.

PREMIUM CONTRIBUTIONS

Members: Noncontributory

The cost of insurance is included in the dues paid by each member in good standing.

SCHEDULE OF AD&D INSURANCE

Member: \$10,000. The amount payable for certain Losses is less

than 100% of the AD&D Insurance Benefit. See AD&D

Table Of Losses.

SCHEDULE OF ADDITIONAL AD&D INSURANCE

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 your life.

Air Bag Benefit: The amount of the Air Bag Benefit is the lesser of (1)

\$10,000; or (2) the amount of AD&D Insurance Benefit

payable for Loss of your life.

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Repatriation Benefit: The expenses incurred to transport your body to a

mortuary near your primary place of residence, reduced by the amount of the Repatriation Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 or 10% 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 board and room, books, fees, supplies and other expenses, reduced by the amount of the Career Adjust Benefit paid under any Group Life Insurance Policy issued by us, 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, reduced by the amount of the Child Care Benefit paid under any Group Life Insurance Policy issued by us, 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.

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 board and room, books, fees, supplies and other expenses, reduced by the amount of the Higher Education Benefit paid under any Group Life Insurance Policy issued by us, 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.

Public Transportation Benefit: The lesser of (1) \$200,000; or (2) 100% of the amount of

the AD&D Insurance Benefit otherwise payable for Loss of

your life.

Hospital Confinement Benefit: The lesser of: (1) \$2,500; or (2) 1% of the amount of the

AD&D Insurance Benefit otherwise payable for the Loss.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefits in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss: Percentage Payable:

a. Life 100%

b. One hand or one foot 50%

c. One arm or one leg 75%

d. Sight in one eye, speech, or 50%

hearing in both ears

Two or more of the Losses listed

e. Two or more of the Losses listed in b. and c. above

f. Thumb and index finger of the same hand

100%

25%*

g. Brain Damage 100%

h. Quadriplegia 100%**

i. Hemiplegia 50%**

j. Paraplegia 50%**

k. Uniplegia 25%**

1. Coma 1% per month of the remainder of the AD&D

Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 60

months.

No more than 100% of your AD&D Insurance Benefit will be paid for all Losses resulting from one accident.

* No AD&D Insurance Benefits will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

** No AD&D Insurance Benefit will be paid for loss of function of a hand or foot if an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia or Paraplegia involving that same hand or foot.

REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age.

PREMIUM RATES AND RENEWALS

Premium Rates: \$0.028 monthly per \$1,000 of Member's AD&D Insurance

Premium Due Dates: January 1, 2020 and the first day of each calendar month

thereafter

Grace Period: 31 days

Initial Rate Guarantee Period: January 1, 2020 to January 1, 2024

Notice of Rate Change: 60 days

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, coma and Quadriplegia, Hemiplegia, Uniplegia or Paraplegia 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. Continued 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 joints, whether or not surgically reattached.

With respect to an arm or leg, Loss means actual and permanent severance from the body at or above the elbow or knee joint.

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

With respect to speech, Loss means entire and irrecoverable loss of audible speech, as certified by a Diplomate 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 Diplomate 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.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days.

With respect to Brain Damage, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

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

With respect to Quadriplegia, Hemiplegia, Uniplegia or Paraplegia, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb.

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 as follows:

An increase in AD&D Insurance Benefits becomes effective on the first day of the calendar month coinciding with or next following the date you apply for the increase.

2. Decreases

A decrease in AD&D Insurance Benefits because of a change in your age becomes effective on the first day of the calendar month coinciding with or next following the date of the change in your age.

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 the Policyholder 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. Suicide or other intentionally self-inflicted Injury, while sane or insane.
- 3. 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.
- 4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
- 5. Sickness or Pregnancy existing at the time of the accident or exposure.
- 6. Heart attack or stroke.
- 7. Medical or surgical treatment or diagnostic procedure for any of the above.
- 8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.

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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 life; and
- 2. You were 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 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 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 or Air Bag manufacturer.
- 3. You were 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 motor vehicle licensed for use on public highways.

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 die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of life.
- 2. You are on the date of death, more than 200 miles from the deceased's primary place of residence.
- 3. Expenses are incurred to transport the 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.

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.

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. The Child is in the last year of high school before graduation and 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 requirements 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.

Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the Coverage Features.

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

- 1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of life.
- 2. The accident occurs while the deceased is riding as a fare-paying passenger on Public Transportation.

Public Transportation Benefits will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

Hospital Confinement Benefit

The amount of the Hospital Confinement Benefit is shown in the Coverage Features.

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

- 1. You are insured under the Group Policy.
- 2. You are confined in a Hospital as a result of an accidental injury which is the direct result of such confinement independent of other causes.

The Hospital Confinement Benefit will be paid on a monthly basis beginning on the 5th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rata basis for any partial month of confinement.

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

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

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

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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 the later of:

- a. The date you become eligible if you apply on or before that date.
- b. The date you apply, if you apply after you become eligible.
- 3. Takeover Provision

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

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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 statemandated family or medical leave act or law, unless it ends under 1 through 3 above.

(NO DEPS) SA.EN.OT.1

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 state-mandated family or medical leave act or law.

SA.RE.OT.1

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 180 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 180-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.

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 180 days, benefits payable for coma will end.

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 paid 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 resolve those issues.

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 of the claim.

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. With respect to all claims, 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 an 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.

(NO DEPS_PBLC) SA.LL.NC.1

ASSIGNMENT

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

SA.AW.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

AD&D Insurance Benefits payable because of Loss of your life, Brain Damage or Coma will be paid to the Beneficiary. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change in condition. See B through D of this section.

AD&D Insurance Benefits payable for Losses other than Loss of life, Brain Damage or Coma 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. Beneficiary

Beneficiary means 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.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item B. 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 with respect to your death is delivered to us before the date of the Beneficiary's death.

D. Methods Of Payment

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

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- 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.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

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

(ELECT/TEL DESIG_THIRD PARTY DESIG) SA.BB.OT.1X

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.

SA.AL.OT.1

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. No such action may be brought more than three years after the earlier of:

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

SA.TL.OT.1

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.

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.

SA.IN.NC.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Policyholder, 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 Policyholder act on their own behalf as your agent, and not as our agent. The Policyholder and your Policyholder have no authority to alter, expand or extend our

liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

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.

SA.CE.OT.1

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 Policyholder, 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 or clarification 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.

SA.TA.OT.1

DEFINITIONS

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

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

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 your body.

Noncontributory means the Policyholder pays the entire premium for insurance.

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.

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

Sickness means your sickness, illness, or disease.

(PBLC) SA.DF.NC.1X

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates when:

- 1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
- 2. We and the Policyholder mutually agree to change Premium Rates, or
- 3. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the Coverage Features.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

- 1. The date stated in the notice; and
- 2. The date we receive the notice.

We may terminate the Group Policy as follows:

- 1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
- 2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member.

If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Policyholder to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Policyholder and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Policyholder hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.

K. Notice Of Suit

The Policyholder or Policyholder shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy 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. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Policyholder of any obligation to provide such coverage.

SA.PH.OT.1

NOTICE FOR RESIDENTS OF ARKANSAS

The following is applicable to Members who reside in the state of Arkansas only:

Item E. Time Of Payment of the Claims section is amended to read as follows:

E. Time Of Payment

We will pay benefits immediately after Proof Of Loss is satisfied.

NOTICE FOR RESIDENTS OF COLORADO

The following is applicable to Members who reside in the state of Colorado only:

- 1. Item E.2. of the **Accidental Death And Dismemberment Insurance** section is amended to read as follows:
 - 2. Suicide or other intentionally self-inflicted Injury, while sane.
- 2. Item G. of the **Claims** section is amended to read as follows:
 - 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 of the claim.

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. With respect to all claims, 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 an 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.

If your claim has been denied in whole or in part and you have exhausted all administrative remedies provided by the Group Policy, you are entitled to have your claim reviewed de novo in a court of competent jurisdiction and to a jury by trial.

- 3. Allocation Of Authority is not applicable to Members residing in the state of Colorado
- 4. Item L. of the Policyholder Provisions section is amended to read as follows:

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy 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. No change in this Group Policy which reduces or eliminates coverage will be valid unless it is requested in writing or accepted in writing by the Policyholder. No agent has authority to change the Group Policy or to waive any of its provisions.

NOTICE FOR RESIDENTS OF CONNECTICUT

The following is applicable to Members who reside in the state of Connecticut only:

- 1. The Higher Education Benefit is not applicable to Members residing in the state of Connecticut.
- 2. Item E. of the **Accidental Death And Dismemberment Insurance** section is amended to read as follows:
 - 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. Suicide or other intentionally self-inflicted Injury, while sane or insane.
- 3. Committing a felony.
- 4. The voluntary use or consumption of alcohol or any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended, unless used in accordance with the directions of your Physician.
- 5. Sickness or Pregnancy existing at the time of the accident or exposure.
- 6. Heart attack or stroke.
- 7. Medical or surgical treatment or diagnostic procedure for any of the above.
- 8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.

NOTICE FOR RESIDENTS OF FLORIDA

The following is applicable to Members who reside in the state of Florida only:

- 1. Item E. of the **Claims** section is amended to read as follows:
 - E. Time Of Payment

We will pay benefits immediately after Proof Of Loss is satisfied.

- 2. Item A. of the **Incontestability Provisions** section is amended to read as follows:
 - 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.

NOTICE FOR RESIDENTS OF IDAHO

The following is applicable to Members who reside in the state of Idaho only:

The **Definitions** section is amended to provide the following Definition of a Pregnancy:

Pregnancy means the pregnancy, childbirth, or related medical conditions, including involuntary complications of pregnancy of a person insured under the Group Policy. Involuntary complications of pregnancy includes but is not limited to the following conditions:

- 1. Any condition requiring hospital confinement before termination of pregnancy, whose diagnosis is distinct from pregnancy, and which is adversely affected by pregnancy or cardiac decompensation, missed abortion, and similar conditions of comparable severity.
- 2. Caesarean section delivery, ectopic pregnancy which is terminated, and spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.
- 3. Puerperal infection, eclampsia, and toxemia.

NOTICE FOR RESIDENTS OF MAINE

The following is applicable to Members who reside in the state of Maine only:

Item F. of the **Claims** section is amended to read as follows:

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.

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

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 resolve those issues.

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.

NOTICE FOR RESIDENTS OF OKLAHOMA

The following is applicable to Members who reside in the state of Oklahoma only:

- 1. Item E.1 of the **Accidental Death And Dismemberment Insurance** section is amended to read as follows:
 - 1. War or act of War. You are not covered for a Disability caused or contributed to by War or any act of War while serving in the military, or an auxiliary unit attached to the military, or working in an area of war whether voluntarily, or as required by an employer. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature
- 2. Items E. and F. of the **Claims** section are amended to read as follows:
 - E. Time Of Payment

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

If we fail to do so, we will notify you in writing of the delay. If we fail to pay benefits within 60 days after Proof Of Loss is satisfied, we will pay interest on the unpaid amount at 2 percent above the US Treasury Bill rate for the preceding January. This interest will begin to accrue on the $61^{\rm st}$ day 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. We will render a written decision no later than 45 days after our receipt of Proof Of Loss.

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 resolve those issues.

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.
- 3. The Definitions section is amended to provide the following Definition of a Physician:

Physician means a licensed medical professional 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.

NOTICE FOR RESIDENTS OF OREGON

The following is applicable to Members who reside in the state of Oregon only:

- 1. Items B. and E. of the **Accidental Death And Dismemberment Insurance** section are amended to read as follows:
 - 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, coma and Quadriplegia, Hemiplegia, Uniplegia or Paraplegia 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. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.
- 4. With Respect to Loss of Life, is evidenced by a certified copy of the death certificate.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joints, whether or not surgically reattached.

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

With respect to speech, Loss means entire and irrecoverable loss of audible speech, as certified by a Diplomate 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 Diplomate 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.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days.

With respect to Brain Damage, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

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

With respect to Quadriplegia, Hemiplegia, Uniplegia or Paraplegia, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb.

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. Suicide or other intentionally self-inflicted Injury, while sane or insane.

- 3. 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.
- 4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a Physician.
- 5. Being under the influence of intoxicating liquor, as defined by the laws of Oregon.
- 6. Sickness or Pregnancy existing at the time of the accident or exposure.
- 7. Heart attack or stroke.
- 8. Medical or surgical treatment or diagnostic procedure for any of the above.
- 9. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.

2. Items C. and F. of the **Claims** section are amended to read as follows:

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 paid until we receive Proof Of Loss satisfactory to us.

Proof Of Loss should include medical information meeting the requirements in item B. Definition of Loss of the Accidental Death and Dismemberment Insurance provision. Proof Of Loss with respect to Loss of life should include a certified copy of a valid death certificate. Proof Of Loss should also include proof that the Loss was caused solely and directly by an accident, that the Loss occurred independently of all other causes, and that the Loss occurred within 365 days after the accident.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it, and within 30 days after receipt of your claim we will send written notification we have received 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. We will render a written decision or request an extension no later than 30 days after our receipt of Proof Of Loss.

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 resolve those issues.

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.
- 3. The **Allocation of Authority Provisions** is not applicable to Members residing in the state of Oregon.

NOTICE FOR RESIDENTS OF WASHINGTON

The following is applicable to Members who reside in the state of Washington only:

The **Allocation of Authority** Provision is not applicable to Members residing in the state of Washington.