

17500 Chenal Pkwy | Little Rock, AR 72223 P.O. Box 1650 Little Rock, AR 72203 | (501) 375-7200 | (800) 370-5856 | www.usablelife.com

## **CERTIFICATE OF INSURANCE**

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT

Policyholder:	FREEDOM SENIOR MANAGEMENT
Policy Number:	50042916
Effective Date:	January 1, 2021
Class:	0001 - ALL FULL TIME ACTIVE EMPLOYEES
State of Issue:	FLORIDA

This Certificate is a part of the Policy and replaces any other that We may have issued to the Policyholder. You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate.

## READ THE CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.

If the terms and provisions of the Certificate differ from the Policy, the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy but shall not be less than those stated in this Certificate. You may inspect a copy of the Policy upon request to Your Employer.

The Policy is delivered in and is governed by the laws of the state of issue shown above, and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of Effective Dates and ending dates under the Policy, all days begin at 12:00 A.M. and end at 12:00 A.M., local time, at the Policyholder's place of business in the state or jurisdiction where the Policy is issued.

If You have any questions about this coverage, need claims assistance, or need assistance in resolving complaints, please call Us at 1-800-370-5856.

Secretary

NON-PARTICIPATING

## **Table of Contents**

Your Certificate of Insurance is divided into the following sections:

SCHEDULE OF INSURANCE	4
DEFINITIONS	
ELIGIBILITY	
ENROLLMENT FOR COVERAGE	
EFFECTIVE DATE	
DEFERRED EFFECTIVE DATE	
CONTINUITY OF COVERAGE: TAKEOVER PROVISION	19
CHANGES IN COVERAGE	. 20
TERMINATION OF INSURANCE	
REINSTATEMENT	22
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT	23
COMA BENEFIT	27
SAFETY EQUIPMENT BENEFIT	
REPATRIATION BENEFIT	
EXPOSURE AND DISAPPEARANCE BENEFIT	33
GENERAL INFORMATION	34
CLAIM INFORMATION	36

# THIS CERTIFICATE PROVIDES INSURANCE FOR THE EMPLOYEES AND DEPENDENTS, IF APPLICABLE, OF:

## FREEDOM SENIOR MANAGEMENT 1226 N TAMIAMI TRAIL SARASOTA, FL 34236

Policy Number: 50042916

## THE EMPLOYEE SHALL BE GIVEN A COPY OF THE GROUP ENROLLMENT APPLICATION. THE BENEFITS ARE PAYABLE TO THE BENEFICIARIES OF RECORD DESIGNATED BY THE EMPLOYEE.

## SCHEDULE OF INSURANCE

This is a brief overview of Your benefits in the event of Your death or any other covered loss. These benefits are described further in the Certificate, along with other important information about Your coverage.

Defined terms are capitalized when used throughout the Certificate and can be located in the Definitions section of the Certificate.

Policyholder:	FREEDOM SENIOR MANAGEMENT
Policyholder Address:	1226 N TAMIAMI TRAIL SARASOTA, FL 34236
Policyholder Telephone Number:	(941) 408-2025
Policyholder Email Address:	NBOSCO@FREEDOMSENIOR.COM
Affiliate:	
	JACARANDA TRACE
	ROSKAMP PATTERSON MGMT
	SARASOTA BAY CLUB
Policy Number:	50042916
Policy Effective Date:	January 1, 2021
Annual Enrollment Date:	January 1 of each year
Eligible Class:	Class 0001 - ALL FULL TIME ACTIVE EMPLOYEES
Full-Time Employment Requirements:	

#### Contributory Benefits: 30 hours weekly

#### Waiting Period:

#### **Employees Active before the Policy Effective Date**

If You are in an Eligible Class on or before the Policy Effective Date, You will be eligible for coverage on the first day of the Policy Month following the date You complete 60 days of Active Work.

#### **Employees Active after the Policy Effective Date**

If You enter an Eligible Class after the Policy Effective Date, You will be eligible for coverage on the first day of the Policy Month following the date You complete 60 days of Active Work.

#### Policy Benefits:

**Contributory:** Voluntary Accidental Death and Dismemberment

Contributory Benefit	Benefit Amount	Benefit Reduction Schedule
Employee Voluntary Accidental Death & Dismemberment	The amount elected by You on Your Enrollment Form. Elected in \$10,000 increments up to \$500,000 not to exceed a maximum of 5.0 times Annual Salary.	Reduces to 65% at age 65, to 40% at age 70, and to 25% at age 75.

Spouse Voluntary Accidental Death & Dismemberment	The amount elected by You on Your Enrollment Form. Elected in \$5,000 increments up to a maximum of \$100,000 not to exceed 50% of the employee's amount.	Reduces to 65% at employee's age 65, to 40% at employee's age 70, and to 25% at employee's age 75.
Children Voluntary Accidental Death & Dismemberment	\$1,000 - Age live birth to 6 months \$10,000 - age 6 months and over.	Child coverage does not reduce. Child coverage terminates at Loss of Eligibility.

## Group Accidental Death and Dismemberment Features

Feature	Benefit Feature Amount
AD&D Coma Benefit: For You and Your Dependents	3% per month for 12 months
AD&D Safety Equipment Benefit: For You and Your Dependents	Seat Belt: 10% up to \$10,000 Air Bag: 10% up to \$10,000 Helmet: 10% up to \$10,000
AD&D Repatriation Benefit: For You and Your Dependents	10% up to \$5,000
AD&D Exposure & Disappearance Benefit: For You and Your Dependents	AD&D benefit payable after 1 year of accidental disappearance

### DEFINITIONS

The following terms are used throughout the Certificate. Defined terms are capitalized throughout the Certificate. The terms listed, if used, will have these meanings:

**Accident** is an unforeseen occurrence which results in an Accidental Bodily Injury and occurs while this Certificate is in force and is not excluded in the Certificate.

**Accidental Bodily Injury** means an Injury or Injuries for which Treatment is received. The Injury or Injuries must be sustained by a Covered Person and must be the direct cause of the loss, independent of disease or bodily infirmity. All such Injuries, with any complications and any recurrences of complications arising from any one Accident, will be deemed to be a single Injury. Such Injury or Injuries must occur while the Certificate is in force.

Actively at Work or Active Work means You are performing all of the usual and customary duties of Your Job on a Full-Time basis for earnings. This may be done at the Policyholder's place of business, an alternate place approved by the Policyholder or a place to which the Policyholder's business requires You to travel.

If You are not working on a day Your coverage would otherwise take effect, You will be considered to be at Active Work on that day if:

- 1. when that work day begins, it would be reasonable to expect that You would be physically and mentally able to complete a Full-Time week of work in Your Occupation; and
- 2. You are not disabled; and
- 3. Your contract of employment, if applicable, remains active; and
- 4. You are not on an unapproved, administrative or disciplinary leave.

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

**Affiliate** means any company shown in the Application which is owned by or affiliated with the Employer.

**Annual Enrollment** means the event where You may enroll in voluntary coverage if You have completed the Waiting Period, the Policy changed to include Your class, or if You became a member of an Eligible Class for coverage. Any amounts exceeding the inforce Guaranteed Issue amount will be subject to satisfactory Evidence of Insurability.

If You did not apply for coverage during the first Annual Enrollment Period following Your eligibility date, You will be required to submit satisfactory Evidence of Insurability.

**Annual Enrollment Period** means the 60 days prior to and the 30 days immediately following Your Annual Enrollment date shown in the Schedule of Insurance.

**Annual Salary or Annual Earnings for Active Employees** who are sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation means:

- 1. the annual average of earnings reported as "net earnings from self-employment" for federal income tax purposes for:
  - a. the 1 calendar year(s) just prior to the date of disability; or
  - b. the number of months you were employed in this capacity, if less than above period; and
- 2. contributions you make through a salary reduction agreement with the employer to:
  - a. an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;

- b. an executive non-qualified deferred compensation arrangement; or
- c. a salary reduction arrangement under an IRC Section 125 plan, for the same period as above.

Annual Salary does not include dividends, capital gains, and returns of capital.

**Annual Salary or Annual Earnings for other Active Employees** means Your annual base rate of pay from the Employer before any reductions including deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, excluding overtime pay, bonuses or any other extra pay.

If Your pay includes commissions, Your annual salary will be based on Your average commissions for the prior 12 month(s) or over the number of calendar month(s) of employment if less than this period.

**Application** means the document You or Your Employer completed to request the Plan of insurance applied for.

**Beneficiary** means the person or entity You choose to receive Your life insurance benefits at Your death in accordance with the Beneficiary provisions of the Certificate. You may not designate Your Employer as Your Beneficiary.

**Bonuses** means supplemental compensation calculated as a monthly average paid to You by Your Employer over the past 12 month(s) or over the number of calendar month(s) of employment if less than this period.

**Certificate** means this document prepared by Us which describes the Covered Person's benefits and rights under the Policy, and which includes any riders, endorsements, amendments, Applications, notices or other attachments to the Certificate.

**Child or Dependent Child or Children** means Your biological/natural Child, legally adopted Child, Child placed for adoption, stepchild, foster Child, Child to which You are a party in a suit to seek adoption or are the legal guardian of, and any other Child required to be covered under the civil union, Domestic Partnership, marriage or other Family or domestic relations laws of the state where the Policy is delivered or issued for delivery or other Children in whose lives the Employee or the Employee's Spouse has an insurable interest who is under the age of 26.

Child also includes a disabled Child, as defined in the Continuation of Coverage for a Disabled Child section, insured under this Policy before reaching age 26.

Child does not include persons not born alive.

Child Care Center means a facility which:

- 1. is operated in a private home, school or other facility;
- 2. provides, and charges for, the care of Children; and
- 3. is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4. if licensing is not required, provides childcare on a daily basis for 12 months a year.

A Child Care Center does not include:

- 1. a Hospital;
- 2. a Child's home; or
- 3. care provided by any facility during normal school hours while a Child is attending grades one through twelve except in the case of a disabled Child if already covered under the Policy.

**Civil Union Partner** means a person who has entered into a legal Civil Union Partnership with You as recognized by Your state government.

**Civil Union Partnership** means a legal relationship between two people providing all of the legal obligations, responsibilities, protections and benefits that the laws of Your state grants to married couples.

GRP-CRT-51 (4-17)

**Commission** means incentive based compensation for products or services sold calculated as a monthly average paid to You by Your Employer over the past 12 month(s) or over the number of calendar month(s) of employment if less than this period.

#### Complications of Pregnancy mean:

- any of the following conditions whose diagnoses are distinct from Pregnancy but are adversely affected by Pregnancy or are caused by Pregnancy, such as: acute nephritis, pyelitis of Pregnancy, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician prescribed rest during the period of Pregnancy, morning sickness and similar conditions associated with the management of a difficult Pregnancy not constituting a condition which is medically classified as a distinct Complication of Pregnancy;
- 2. an extra-uterine Pregnancy;
- 3. a complication that requires intra-abdominal surgery after termination of Pregnancy;
- 4. a miscarriage;
- 5. a non-elective caesarean section;
- 6. an ectopic Pregnancy that is terminated;
- 7. a spontaneous termination of Pregnancy that occurs when a viable birth is not possible;
- 8. placenta previa, placenta abruptio or premature rupture of membranes;
- 9. pernicious vomiting of Pregnancy (hyperemesis gravidarum); and/or
- 10. toxemia (eclampsia or pre-eclampsia).

**Confined Elsewhere** means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

**Contributory** means You pay part or all of the cost for Your and Your Dependent's coverage.

**Covered Accident** means an Accident occurring while this Policy is in force resulting in death or Injury subject to the Exclusions and Limitations of this Policy.

**Covered Person** means an eligible Employee or the Employee's Dependents as defined by Your Employer whose insurance coverage has become and remains effective under all the conditions and provisions of the Policy. Covered Persons do not include contract, temporary, seasonal, or part-time workers.

Dependent means an Eligible Person who is Your Spouse or Your Child.

A Dependent is not a Person:

- 1. also insured as an Employee of Your Employer;
- 2. also insured as a Dependent of another Employee of the Policy; or
- 3. on active Military Service of any country or international authority.

Active Military Service does not include weekend or summer training for the National Guard or Reserves of the United States.

Effective Date means the date the Policy provides coverage for members of an Eligible Class.

**Eligibility Date** means the date or dates an Employee in an Eligible Class become eligible for insurance under this Policy. Classes eligible for insurance are shown in the Schedule of Benefits.

**Eligible Class** means the group(s) of Employees who have met the criteria selected by the Employer for eligibility for coverage under the Policy.

#### Eligible Person means a person who:

- 1. is a citizen of the United States or Canada who either:
  - a. resides in the United States or Canada; or
  - b. resides outside the U.S. or Canada for a period of less than 6 months per year; and
  - c. works for a United States company at a Job site in the United States; and
  - d. is not in active, Military Service; or

GRP-CRT-51 (4-17)

- 2. is a foreign national residing in the U.S. who:
  - a. is legally permitted to work in the U.S., or the Dependent of such a person if covered as a Dependent; and
  - b. participates in U.S. Social Security; and
  - c. is covered by Workers' Compensation.

Employee means an Eligible Person who is:

- 1. directly employed in the normal business of the Employer; and
- 2. paid for services by the Employer; and
- 3. Actively at Work for the Employer.

Directors, officers, consultants, elected officials, appointed officials, proprietors, owners, partners, commissioners or other persons not Actively at Work on behalf of the Employer will not be considered an Employee.

**Employer** means a company, corporation, partnership, school, government, association, or organization where You are Actively at Work, and includes any division, subsidiary, or Affiliate named in the Policy.

**Enrollment Form** means the paper, electronic or telephonic media used to enroll Your benefits under this Policy and which is consistent with applicable law and has been approved by Us.

**Evidence of Insurability** means a statement of health and medical history, which is used to determine approval for coverage or an increase in coverage.

Family and Medical Leave of Absence means a Leave of Absence for:

- 1. The birth, adoption or foster care of a Child;
- 2. The care of Your Child, Spouse or parent who has a serious health condition; or
- 3. Your own serious health condition.

As those terms are defined by the federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

**Family or Family Member** means a person who is a parent, Spouse, Child, sibling, grandparent, grandchild, step-child, step-parent, step-sister, step-brother, father-in-law, or mother-in-law of the Covered Person.

**Full-Time** means Actively at Work for Your Employer as indicated in the Schedule of Insurance for Full-Time employment.

**Guaranteed Issue** means the maximum amount of insurance available under this Policy without Evidence of Insurability.

Home Office means the principal office of USAble Life in Little Rock, Arkansas.

**Hospital** means a facility supervised by one or more Physicians and operated under state and local laws. It must have 24-hour nursing service by registered graduate nurses. It may specialize in treating alcoholism, drug addiction, chemical dependency, or mental disease, but it cannot be a rest home, convalescent home, or a home for the aged.

**Hospital Confined and Hospital Confinement** mean staying in a Hospital as a registered Inpatient for 24 hours a day.

**Injury** means bodily injury resulting from an Accident, independent of disease or Sickness, and not related to any other cause.

**Inpatient** means a person confined in a Hospital, for whom at least one day's room and board charge is made by the Hospital as a result of an Injury.

**Intoxicated or Intoxication** means the Covered Person's normal capacity to act or reason is inhibited by alcohol or any drug, sedative, hallucinogen, controlled substance or narcotic, unless administered by a Physician and taken according to the Physician's instructions and as determined by the laws of the jurisdiction in which the incident occurred. Conviction is not necessary for a determination of being Intoxicated.

**Irrevocable Beneficiary** means a named Beneficiary whose rights to the Employee's life insurance proceeds are vested and whose rights cannot be cancelled by the Employee unless the Irrevocable Beneficiary consents.

**Job or Jobs** means the Job that a Covered Person was performing on the day prior to the Covered Person's loss.

**Layoff or Leave of Absence** means a temporary absence from Active Work that has been agreed to and approved by the Employer for a specified period of time. Normal vacation time, weekends, holidays, and periods of disability are not considered a Layoff or Leave of Absence.

**Material and Substantial Duties** mean the sets of tasks or skills generally required by Employers from those engaged in an Occupation. We will consider one material and substantial duty of Your Occupation to be the ability to work for the Employer on a Full-Time basis as defined in the Policy.

**Mental Illness or Mental Infirmity** means disability caused or contributed to by psychiatric or psychological conditions, regardless of cause, and includes:

- 1. Schizophrenia;
- 2. Depression;
- 3. Manic depressive or bipolar illness;
- 4. Anxiety;
- 5. Personality disorders;
- 6. Adjustment disorders; and
- 7. Other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of Treatment.

Military Leave means a Leave of Absence that:

- 1. is subject to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and any amendments to it; and
- 2. is taken in accord with Your Employer's leave Policy and the federal USERRA law; and
- 3. does not exceed the period required by that law.

**Military Service** means performance of duty on a voluntary or involuntary basis in a Uniformed Service including:

- 1. Active duty;
- 2. Active duty for training;
- 3. Initial active duty for training;
- 4. Inactive duty training;
- 5. Full-time National Guard duty;
- 6. Absence from work for an examination to determine a person's fitness for any of the above types of duty;
- 7. Funeral honors duty performed by National Guard or reserve members; and
- 8. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Homeland Security Emergency Preparedness and Response Directorate (FEMA), when activated for a public health emergency, and approved training to prepare for such service.

**Motor Vehicle or Motorized Vehicle** means a vehicle (such as a car, truck, or motorcycle) that is powered by an engine.

**Noncontributory** means Your Employer pays all of the cost for Your and Your Dependent's coverage.

**Occupation** means a group of Jobs or related Jobs:

1. in which a common set of tasks is performed; or

2. which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions, or worker characteristics.

**Open Enrollment** means the event where You may enroll in voluntary coverage if You have completed the Waiting Period, the Policy changed to include Your class, or You became a member of an Eligible Class for coverage.

Any amounts exceeding the Guaranteed Issue amount will be subject to Evidence of Insurability.

If You did not apply for coverage during the initial enrollment period following Your Eligibility Date, You will not be required to submit Evidence of Insurability up to the group's inforce Guaranteed Issue. Any amount exceeding the inforce Guaranteed Issue will be subject to satisfactory Evidence of Insurability. If You were previously denied coverage, You will not be eligible for Open Enrollment.

**Participation** with respect to Riot or Act of Terrorism means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in such actions. It does not include actions taken in defense of public or private property, or actions taken in defense of the person of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including but not limited to police officers and firemen.

**Physician** means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. This includes a person whom We are required to recognize as a Physician by the laws or regulations of the governing jurisdiction. However, neither You nor a Family Member will be considered a Physician.

**Plan** means the insurance provided for Covered Persons as outlined in the Policy and Certificates of Insurance.

**Plan Administrator** means the Employer that sponsors the Plan for the benefit of its Employees and eligible Dependents.

**Policy** means the instrument by which the benefits under the Plan are approved and issued to the Policyholder, including any riders, endorsements or amendments, notices or other attachments to the Policy.

**Policy Anniversary** means the specified period of time (such as one year) following the Effective Date of the Policy, and each subsequent period.

**Policy Month** means the month in which coverage became effective. The first Policy month begins on the Effective Date of the Policy. Subsequent Policy months will begin on the same day of each following calendar month.

Policyholder means the entity to which the Policy is issued.

**Pregnancy** means childbirth and **Complications of Pregnancy**.

**Premium** means the amount charged for insurance provided under the Policy.

**Private Passenger Motor Vehicle or Motorized Vehicle** means an individually owned Motor Vehicle that is not for hire, for rent, or used as public transportation.

**Prior Plan** means the Policyholder's insurance Plan under which a Covered Person may have been insured on the day before the Effective Date of the Policy.

**Proof of Loss** means Written evidence satisfactory to Us that a Covered Person has satisfied the conditions and requirements for any benefit described in the Certificate. The Proof of Loss shall establish:

- 1. The nature and extent of the loss or condition;
- 2. Our obligation to pay the claim; and
- 3. The claimant's right to receive payment.

**Reciprocal Beneficiary** means one of two persons who have taken the steps required to create a valid Reciprocal Beneficiary relationship formed by consenting adults who are legally prohibited from marrying one another and who are not presently married or in another Reciprocal Beneficiary relationship. In order to enter into a valid Reciprocal Beneficiary relationship, it shall be necessary that:

- 1. Each of the parties be at least eighteen years old; and
- 2. Neither of the parties be married, a party to another Reciprocal Beneficiary relationship, or a partner in a civil union; and
- 3. The parties be legally prohibited from marrying one another; and
- 4. Consent of either party to the Reciprocal Beneficiary relationship has not been obtained by force, duress, or fraud.

#### Regular Care means:

- 1. You personally visit a Physician as often as is medically required to effectively manage and treat Your condition(s), according to generally accepted medical standards; and
- 2. You are receiving appropriate Treatment and care, according to generally accepted medical standards.

**Retiree or Retirement** means You begin receiving Retirement benefits from either:

- 1. a Retirement Plan sponsored by Your Employer, the Policyholder, or an Affiliate, or
- 2. a government Plan.

**Riot** means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, acting with common intent to damage persons or property or unlawfully acting with the intent or the consequence of such disorder.

Sickness means Illness, disease, acting as an organ donor, or Complications of Pregnancy.

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

**Spouse** means a Person to whom You are legally married and not legally separated from and any other person required to be covered as the Employee's Spouse under the civil union, Domestic Partnership, marriage or other Family or domestic relations law and case law of the state where the Policy is delivered or issued for delivery.

**Terrorism** means any act of violence that is dangerous to human life or potentially destructive of critical infrastructure or key resources committed by a group or individual, with or without foreign direction or inspiration, with the intent to intimidate or coerce a civilian population; or to influence the Policy or to affect the conduct of a government by intimidation, coercion, violence, mass destruction, assassination, or kidnapping.

#### Treatment means:

- 1. Consulting with a Physician;
- 2. Receiving care or services from a Physician or from another medical professional a Physician recommends;
- 3. Taking prescribed medicines as prescribed; and
- 4. Receiving diagnostic measures.

**Total Disability or Totally Disabled** means that You are under the Regular Care of a Physician, and prevented by Injury or Sickness from performing the Material and Substantial Duties of any Gainful Occupation.

**Uniformed Services** means the active and reserved Armed Forces, the Army National Guard and the Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of War or national emergency.

**United States of America** means the fifty (50) states of the United States and the District of Columbia. It does not include territories of the United States.

GRP-CRT-51 (4-17)

**Waiting Period** is the period of time You must be Actively at Work in an Eligible Class before You are eligible for coverage.

Any period of time prior to the Policy Effective Date the Employee was Actively at Work for the Employer as a full time Employee will count towards completion of the Waiting Period.

**War** means declared or undeclared War or conflict involving the Uniformed Service of any country, group of countries, governments, or international organization.

We, Us, and Our mean USAble Life.

**Written or Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**You and Your** means an Employee of the Policyholder or an Affiliate who has met all the eligibility requirements for coverage, and is:

- 1. directly employed in the normal business of the Employer; and
- 2. paid for services by the Employer; and
- 3. Actively at Work for the Employer, or Affiliate covered under the Policy; or
- 4. a Retiree, if listed as eligible in the group Policy.

## ELIGIBILITY

#### EMPLOYEE ELIGIBILITY DATE

You are eligible for coverage under this Policy on the later of:

- 1. The Policy Effective Date;
- 2. The date You complete the Waiting Period following the Policy Effective Date;
- 3. The date the Policy is changed to include Your class;
- 4. The date You become a member of an Eligible Class for coverage as shown in the Schedule of Insurance.

#### DEPENDENT ELIGIBILITY DATE

A Dependent will be eligible for coverage on the date You become insured for Employee coverage.

#### ELIGIBILITY RESTRICTIONS

You cannot be covered under this Policy as both an Employee and a Dependent Spouse or Child of another Employee covered under this Policy.

You cannot elect Dependent coverage for anyone who is also covered as an Employee or Child by another Employee covered under this Policy.

#### **CREDIT FOR PREVIOUS SERVICE**

If You were Actively at Work in an Eligible Class with the Employer under the Prior Plan but did not complete Your Waiting Period for coverage, the amount of time You were Actively at Work will be applied toward the Waiting Period under this Policy to determine Your Effective Date.

## ENROLLMENT FOR COVERAGE

#### ACTIVE WORK REQUIREMENT

On the Effective Date of this Policy, You must be Actively at Work on a Full-Time basis to be eligible for coverage.

If You are not Actively at Work on the date Your coverage or any increase in coverage would otherwise be effective, Your coverage or increase in coverage will be effective on the date You return to Active Work.

If Your coverage is scheduled to take effect on a non-working day, Your Active Work status will be based on the last working day before the scheduled Effective Date of Your insurance.

#### INITIAL COVERAGE ENROLLMENT

You are not automatically enrolled for Contributory coverage. In order to obtain Contributory coverage, You or Your Employer must apply for coverage. To apply for Contributory coverage, You must:

- 1. Complete and sign an Enrollment Form; and
- 2. Return it to Your Employer or Us.

#### INITIAL COVERAGE EFFECTIVE DATE

Your coverage will be effective on the 1<sup>st</sup> day of the month following the date You have satisfied the Waiting Period.

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the 1<sup>st</sup> day of the month following the date Your Application is approved.

#### LATE ENTRANT COVERAGE ENROLLMENT

If You were eligible for coverage under this Plan but did not enroll for coverage during Your initial Open Enrollment for this Plan or within 31 days after becoming eligible, You will not be eligible to enroll in coverage until:

- 1. Your next Annual Enrollment Period; or
- 2. The date agreed upon by the Policyholder and Us.

Your enrollment for coverage may be subject to Evidence of Insurability requirements.

#### LATE ENTRANT COVERAGE EFFECTIVE DATE

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the 1st day of the month following the date Your Application is approved.

#### EVIDENCE OF INSURABILITY

Evidence of Insurability is a process where You provide Us with Your proof of good health and medical information. This information is used to determine if You are eligible for coverage or an increase in coverage under the Policy. This may include, but is not limited to:

- 1. a completed and Signed Evidence of Insurability form; and
- 2. any additional information We may require to complete the underwriting process.

We may require You to provide Us with Evidence of Insurability if You:

- 1. Apply for coverage more than 30 days after the date You are first eligible to apply during Your initial Open Enrollment Period; or
- 2. Apply for coverage during Your Annual Enrollment if You previously declined coverage during Your initial Open Enrollment Period; or
- 3. Voluntarily terminated Your insurance or Your insurance ended for failure to pay Premium when due, and You want to reapply for coverage; or
- 4. Apply for coverage or an amount of coverage for which We require Evidence of Insurability.

You and Your Employer will be notified in Writing of Evidence of Insurability decisions.

If Your Evidence of Insurability is not satisfactory, or If You do not submit Evidence of Insurability, the amount of additional coverage or coverage increase requested will not become effective. The coverage in effect on the date immediately prior to the date of Your request will not change.

#### DEPENDENT COVERAGE

If Evidence of Insurability for any Dependent coverage is not satisfactory, or If You do not submit Evidence of Insurability for a Dependent, the amount of Dependent coverage in effect on the date immediately prior to the date of Your request will not change.

## EFFECTIVE DATE

#### EMPLOYEE EFFECTIVE DATE

#### Contributory Coverage when Evidence of Insurability (EOI) is not Required:

If You are required to contribute towards the cost of Your coverage and Evidence of Insurability is not required, Your coverage will become effective on the 1<sup>st</sup> day of the Policy month following the date You enroll, if You do so within 30 days from the date You become eligible for coverage.

#### Contributory Coverage when Evidence of Insurability (EOI) is Required:

If You are required to contribute towards the cost of Your coverage and Evidence of Insurability is required, Your coverage will become effective on the 1<sup>st</sup> day of the Policy month following the date You become eligible for coverage and We approve Your Evidence of Insurability.

#### DEPENDENT EFFECTIVE DATE

If Your Dependent's coverage does not require Evidence of Insurability, Dependent Coverage will become effective the date Your coverage becomes effective.

If Your Dependent's coverage requires Evidence of Insurability, Dependent coverage will become effective the 1<sup>st</sup> day of the Policy month following the date Evidence of Insurability is approved.

If both Your and Your Dependent's coverage requires Evidence of Insurability, Your Dependent's coverage will not become effective until Your coverage becomes effective.

Your and Your Dependent's Coverage Effective Date is subject to the Deferred Effective Date provision.

#### NEWBORN CHILD COVERAGE

A newborn Child, foster or adopted Child will be immediately covered from the date of birth, adoption or placement without submitting Evidence of Insurability for 30 days.

To continue the Child's coverage, We must receive Written notification of Your intent to continue coverage, the Child's name, date of birth, and if applicable, date of placement or date of adoption and any required Premium within the 30 day initial coverage period.

If We do not receive the required notice within 30 days from the date of birth, adoption or placement, Evidence of Insurability will be required for coverage and if approved, any required Premium must be paid.

If Your Child's Evidence of Insurability is approved, Your Child's coverage will become effective on the 1<sup>st</sup> day of the Policy month following the date Your Child's Evidence of Insurability is approved.

## DEFERRED EFFECTIVE DATE

#### EMPLOYEE DEFERRED EFFECTIVE DATE

If You are not Actively at Work on the date Your coverage is scheduled to become effective due to Your Injury, Sickness, Leave of Absence or Layoff, the Effective Date of Your coverage will be deferred.

Your coverage will be effective on the date You return to Active Work.

#### DEPENDENT DEFERRED EFFECTIVE DATE

The Effective Date of Dependent coverage or a change in coverage will be deferred if, on the date the Dependent coverage is scheduled to become effective:

- 1. You are not Actively at Work; or
- 2. Your Dependent, other than a newborn or disabled Child, is Hospital Confined or Confined Elsewhere.

Your Dependent coverage will instead be effective:

- 1. the date You return to Active Work; or
- 2. The date Your Dependent is no longer Hospital Confined or Confined Elsewhere.

## CONTINUITY OF COVERAGE: TAKEOVER PROVISION

#### EMPLOYEE CONTINUITY OF COVERAGE

If You were insured under the Prior Plan on the day before the Plan Effective Date and would be eligible for coverage on the Plan Effective Date, but You do not meet the Active Work requirements, Your coverage under this Policy will be the lesser of:

- 1. The amount of the Voluntary Accidental Death and Dismemberment benefit under the Prior Plan; or
- 2. The amount of Voluntary Accidental Death and Dismemberment shown in the Schedule of Insurance, reduced by any coverage amount:
  - a. in force, paid or payable under the Prior Plan; or
  - b. that would have been payable under the Prior Plan had that Plan not terminated.

#### DEPENDENT CONTINUITY OF COVERAGE

If Your Dependent was insured under the Prior Plan but You do not meet the Active Work requirements, Your Dependent's coverage will be continued under this Plan, provided the cost of Your Dependent's coverage under the Prior Plan was paid.

The amount of Your Accidental Death and Dismemberment coverage will be the lesser of:

- 1. The amount of the Accidental Death and Dismemberment benefit under the Prior Plan; or
- 2. The amount of the Accidental Death and Dismemberment coverage shown in the Schedule of Insurance, reduced by any coverage amount:
  - a. in force, paid or payable under the Prior Plan; or
  - b. that would have been payable under the Prior Plan had that Plan not terminated.

#### CONTINUITY OF COVERAGE TERMINATION

You and Your Dependent will remain insured under this provision until the earliest of the following:

- 1. The date You return to Active Work;
- 2. The date Your coverage terminates for a reason stated in the "Termination of Insurance" section; or
- 3. The last day for which You would have been covered under the Prior Plan, had the Prior Plan not terminated.

19

## CHANGES IN COVERAGE

#### **EMPLOYER POLICY CHANGES**

Following initial Open Enrollment, Your Employer may make changes to the Policy on the Policy Anniversary date or anytime during the Plan year as agreed upon by Us and Your Employer.

#### SALARY INCREASES

Evidence of Insurability may be required if, as a result of Your salary increase, the amount of Your salary based benefit exceeds the Policy's Guaranteed Issue amount. Your Employer must provide proof of Your current earnings.

Benefit increases due to Your salary are subject to any Evidence of Insurability requirements of the Policy. We will use Your salary or earnings on record with Us to:

- 1. Set or adjust rates;
- 2. Set benefit amounts and limits; and
- 3. Calculate Premium due.

#### MAKING CHANGES TO YOUR COVERAGE

You can make changes to Your and Your Dependents coverage during the Annual Enrollment Period or within 30 days following a change in status.

If You and Your Dependents are currently enrolled for coverage and do not re-enroll for coverage during the Annual Enrollment Period, You and Your Dependents will continue to be insured for the same coverage and coverage amounts elected the during the prior year's Annual Enrollment.

A change in status occurs when:

- 1. You acquire a Spouse or Reciprocal Beneficiary;
- 2. You cease to have a Spouse or Reciprocal Beneficiary through death divorce or otherwise;
- 3. Your Child is born, You adopt or become the legal guardian of a Child;
- 4. Your Child is no longer a Dependent or dies;
- 5. You move into or out of an Eligible Class;
- 6. Your Spouse is no longer employed, resulting in a loss of group insurance;
- 7. Your coverage is based on a multiple of Your salary and Your salary increases or decreases.

#### CHANGE IN COVERAGE EFFECTIVE DATE

Changes in coverage due to Policy changes made by Your Employer will be effective at 12:00 A.M. on the Policy anniversary date following the date of the change.

Changes in coverage due to a salary change and changes You have elected will become effective at 12:00 A.M. on the later of the:

- 1. Policy anniversary date;
- 2. 1<sup>st</sup> day of the Policy month following the date We approve Your Evidence of Insurability for any amount of insurance that is subject to Evidence of Insurability;
- 3. the date You return to Active Work following Lay-off or Leave of Absence, Sickness or Injury.

Changes in coverage will not affect a payable claim that occurs prior to the date of the coverage change.

Changes in coverage are subject to the Active Work provisions.

## TERMINATION OF INSURANCE

#### TERMINATION OF EMPLOYEE INSURANCE:

Your coverage under this Policy will end at 12:00 A.M. on the earliest of the following:

- 1. The last day of the month following the date the Policy terminates;
- 2. The last day of the month following the date Your Employer is no longer participating in this Plan;
- 3. The last day of the month following the date You are no longer in an Eligible Class for coverage;
- 4. The last day of the month following the date You are no longer eligible for coverage;
- 5. The last day of the month following the date for which Premium for Your coverage is required but has not been paid;
- 6. The last day of the month following the date You cease to be Actively at Work due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
- 7. The last day of the month following the date You cease to be Actively at Work with the Employer unless You are disabled, on a Layoff or on Leave of Absence as defined in the Continuation of Coverage section; or
- 8. The last day of the month following the date You Retire.

If You are receiving benefits and the Policy terminates, We will continue to pay any benefit due to You.

#### TERMINATION OF DEPENDENT INSURANCE:

Unless Dependent coverage is being continued under one of the Continuation of Coverage Provisions, Dependent coverage will end at 12:00 A.M. on the earliest of the following:

- 1. The last day of the month following the date the Policy terminates;
- 2. The last day of the month following the date for which Premium for Your coverage is required but has not been paid;
- 3. The last day of the month following the date the Dependent ceases to be a Dependent as defined in the Definitions section;
- 4. The last day of the month following the date You are no longer eligible for coverage, unless Your coverage is being continued under the Continuation of Coverage; or
- 5. The last day of the month following the date the Dependent enters into Military Service.

#### CONTINUATION OF COVERAGE FOR A DISABLED CHILD:

If Your Dependent Child is not capable of self-sustaining employment due to mental or physical disability, the Dependent Child's coverage will not terminate once the Child no longer meets the Dependent Definition.

Coverage will continue as long as Your Child remains disabled, unless coverage terminates for any other reason outlined in the "Termination of Employee Insurance" section. To keep this coverage in force, We may require proof at Our expense of Your Child's continued disability including proof that Your disabled Child is:

- 1. incapable of self-sustaining employment; and
- 2. primarily dependent on You for support and maintenance.

We may request continuous proof of Your Child's disability, but will not request this information more than 1 time(s) a year.

If at the end of the continuation period Your Child is no longer eligible for insurance under this Certificate, the "Conversion Privilege" provision of this Certificate shall describe Your Child's right to convert.

## REINSTATEMENT

#### REINSTATEMENT FOLLOWING LOSS OF ELIGIBILITY

If Your and Your Dependent coverage ends because You are no longer eligible for coverage and You again become eligible or return to an Eligible Class, Your and Your Dependent coverage may be reinstated if reinstatement is requested within 30 day(s) from the date You again become eligible for coverage or returned to an Eligible Class.

You will have to meet a new Waiting Period.

Your and Your Dependent coverage will be effective on the date You again become eligible for coverage.

All other terms and conditions of the Policy will apply.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

This section applies to Voluntary Accidental Death and Dismemberment Benefit(s).

For Voluntary Accidental Death and Dismemberment, You and Your Dependents, if covered under the Voluntary Accidental Death and Dismemberment Policy are Covered Person(s).

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Accidental Death Benefit pays a benefit if, due to a Covered Accident, a Covered Person suffers a loss of life, specified loss or Total Loss of Use.

#### LOSS OF LIFE

We will pay a benefit if a Covered Person suffers a loss of life:

- 1. While the Accidental Death and Dismemberment Policy was in force;
- 2. within 365 days following a Covered Accident; and
- 3. due to an Injury independent of all other causes.

#### SPECIFIED LOSS

We will pay a benefit if a Covered Person suffers a specified loss:

- 1. While the Accidental Death and Dismemberment Policy was in force;
- 2. within 365 days following a Covered Accident; and
- 3. due to an Injury independent of all other causes.

#### TOTAL LOSS OF USE

We will pay a benefit if a Covered Person suffers a Total Loss of Use:

- 1. While the Accidental Death and Dismemberment Policy was in force;
- 2. within 180 days following a Covered Accident; and
- 3. due to an Injury independent of all other causes.

#### LOSS OF LIFE BENEFIT AMOUNT

A Loss of Life benefit will be paid according to the schedule below with regard to loss of:

Life..... 100% of the Accidental Death Benefit

#### SPECIFIED LOSS BENEFIT AMOUNT

Specified Loss benefits will be paid according to the schedule below with regard to the Specified Loss of:

Both Hands or Both Feet	100% of the Accidental Death Benefit
One Hand and One Foot	100% of the Accidental Death Benefit
One Hand or One Foot	50% of the Accidental Death Benefit
Sight in Both Eyes	100% of the Accidental Death Benefit
One Entire Limb	50% of the Accidental Death Benefit
Two or More Entire Limbs	100% of the Accidental Death Benefit
Sight of One Eye	50% of the Accidental Death Benefit
Thumb and Additional Digit of Opposite Hand	
Thumb and Additional Digit	
of the Same Hand	50% of the Accidental Death Benefit
Speech or Hearing in Both Ears	50% of the Accidental Death Benefit
Speech and Hearing in Both Ears	100% of the Accidental Death Benefit
Cognitive Impairment GRP-CRT-51 (4-17)	

#### TOTAL LOSS OF USE BENEFIT AMOUNT

A Loss of Use benefit will be paid according to the schedule below with regard to Loss of Use of:

One Entire Limb (Uniplegia)	25% of the Accidental Death Benefit
Two Entire Upper or Lower Limbs (Paraplegia)	75% of the Accidental Death Benefit
Three Entire Limbs (Triplegia)	75% of the Accidental Death Benefit
Four Entire Limbs (Quadriplegia)	100% of the Accidental Death Benefit
Upper And Lower Limbs of One Side of the Body (Hemiplegia)	50% of the Accidental Death Benefit

#### **DEFINITIONS:**

Activities of Daily Living or ADLs means activities that are performed without Direct Personal Assistance, allowing personal independence in everyday living. Activities of Daily Living are used in measuring levels of personal functioning capacity. ADLs include:

- 1. Bathing The ability of a person to wash himself or herself by sponge bath, either in a tub or shower, including the task of getting into and out of the tub or shower.
- 2. Continence The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- 3. Dressing The ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 4. Eating The ability of a person to feed himself or herself by getting food into his or her body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 5. Toileting The ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.
- 6. Transferring The ability to move into or out of a bed, chair or wheelchair.

**Cognitive Impairment** means a significant decline or loss in intellectual aptitude. Such loss must result from a Covered Accident and require another person's assistance or verbal cueing to protect Yourself or others. It must be supported by clinical proof or standardized tests that precisely measure decline or impairment in:

- 1. short term memory;
- 2. orientation to time, place and person;
- 3. deductive or abstract reasoning; and
- 4. judgment as it relates to awareness of safety; or
- 5. performance of 2 or more Activities of Daily Living (ADLs).

Loss of Cognitive Function does not include loss in intellectual aptitude due to Sickness, Alzheimer's disease or similar forms of senility or irreversible dementia.

**Loss of sight means** total and irrecoverable loss of sight that continues for 90 days following the date of loss. The visual acuity shall be 20/200 or worse in the eye, or the field of vision must be less than 20 degrees.

Loss of hands or feet means total and irrecoverable loss due to severance at or above the wrist or ankle joints, but below the knee.

Loss of speech means a total and irrecoverable loss of audible communication.

**Loss of hearing means** the entire and irrevocable loss of hearing in both ears that continues 90 days following the date of loss.

**Loss of Thumb and Index Finger means** total and irrecoverable loss at the proximal phalanx or severance through or above the metacarpophalangeal joints.

#### Total Loss of Use means:

- 1. The total and irrecoverable paralysis of an Entire Limb or Limbs; or
- 2. A Loss of Cognitive Function

which has continued without interruption for a period of not less than 180 days; and is determined by a Physician to be permanent, complete and irreversible.

#### Entire Limb for Specified Loss means:

- 1. The arm, permanently severed at or above the elbow;
- 2. The leg, permanently severed at or above the knee.

#### Entire Limb for Total Loss of Use means:

- 1. the arm, the total area from shoulder joint to finger tips;
- 2. the leg, the total area from hip joint to toes.

#### LIMITATIONS

If a Covered Person sustains more than one loss as the result of any one Accident, We will pay only the one largest amount to which the Covered Person is entitled, not to exceed 100% of the total Accidental Death and Dismemberment benefit, except under the Common Carrier, Seatbelt and Airbag Benefit, and Repatriation Benefit provisions.

#### EXCLUSIONS

We will not pay a benefit for a loss caused directly or indirectly by:

- 1. Disease, bodily or Mental Infirmity or Mental Illness, or the diagnosis or Treatment of such illness or infirmity;
- 2. Infection except bacterial infection as a result of a visible accidental Injury;
- 3. Bacterial infection resulting from any surgical or medical procedure;
- 4. Suicide or attempted suicide or intentional, self-inflicted Injury, whether sane or insane
- 5. A Covered Person's voluntary commission of, or attempting to commit, an assault or a felony or other criminal acts; or participating in an illegal Occupation;
- 6. A Covered Person's Intoxication, voluntary use of any drug, sedative, hallucinogen, controlled substance, or narcotic, unless taken as prescribed by a Physician, or an "over the counter" drug, medication or sedative not taken as directed; or
  - a. Alcohol in combination with any drug, medication, or sedative; or
  - b. Poison, gas, or fumes.
- 7. A Covered Person's Intoxication as defined by the laws of the jurisdiction in which the Accident occurred. Conviction is not necessary for an Intoxication determination.
- 8. A Covered Person's operation of any Motorized Vehicle while Intoxicated including, but not limited to automobiles, motorcycles, boats and snowmobiles.
- 9. A Covered Person's incarceration or while incarcerated.
- 10. A Covered Person's travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a fare-paying passenger on a commercial airline flying between established airports on: (a) a scheduled route, (b) a charter flight, or (c) corporate flight;
  - a. Travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - b. Parachuting, ballooning and gliders or otherwise exiting from an aircraft while such aircraft is in flight, including balloons and gliders, except for self-preservation;
  - c. Travel in an aircraft or device used:
    - (i) for testing or experimental purposes;
    - (ii) by or for any military authority; or
    - (iii) for travel or designed for travel beyond the earth's atmosphere;
- 11. War or any act of War, whether declared or undeclared, insurrection, rebellion, Riot or while serving in the Uniformed Service of any country, group of countries, governments or international authority.

We will refund the pro rata portion of any Premium paid for this benefit for Covered Persons while in the armed forces on full-time active duty for a period of two months or more. Written notice must be provided to Us within 6 months of the date the Covered Person entered the armed forces.

#### DATE COVERAGE UNDER THIS PROVISION ENDS

This benefit will terminate on the earliest of the following:

- 1. Upon Written request from an Employee, unless prohibited by federal or state law or the Policyholder's Plan;
- 2. The date a Covered Person's insurance coverage ends under the Certificate;
- 3. The end of the period for which the last Premium has been paid for a Covered Person, in accordance with the provisions of the Certificate;
- 4. The date the Policy ends; or
- 5. The date a Covered Person ceases to be in an Eligible Class under the Certificate.

When the Accidental Death and Dismemberment benefit ends, this shall not affect the payment of benefits for any Accident that occurred while the benefit was in force.

## COMA BENEFIT

This provision applies to the Voluntary Accidental Death & Dismemberment (AD&D) Benefit.

For Voluntary Accidental Death and Dismemberment, You and any Dependents covered under the Voluntary Accidental Death and Dismemberment benefit are Covered Person(s) under this provision.

#### COMA BENEFIT

We will pay a benefit if, as a direct result of a Covered Accident:

- 1. A Covered Person is injured; and
- 2. Is rendered comatose or is in a persistent vegetative state; and
- 3. The coma or persistent vegetative state occurs within 31 days of the Covered Accident; and
- 4. The Covered Person remains comatose beyond the elimination period.

**Coma** means complete and continuous:

- 1. Unconsciousness; and
- 2. Inability to respond to external or internal stimuli, as verified by a Physician.

The Elimination Period is the 60 day period from the day the Covered Person becomes comatose. No benefits are payable during the 60 day Elimination Period that the Covered Person is in a coma.

We will pay this benefit from the end of the Elimination Period, based upon the Covered Person's full Voluntary AD&D benefit amount, at the rate of 3% of the full benefit amount per month or 3% of the difference between the full Accidental Death benefit amount and the amount of any benefits paid for loss arising out of the same Covered Accident, whichever is less.

We will cease payment on the earliest of:

- 1. the end of the month in which the Covered Person dies;
- 2. the end of the 12<sup>th</sup> month for which this benefit is payable; or
- 3. the end of the month in which the Covered Person recovers from the coma.

Monthly coma benefit payments will be payable to the Covered Person's legal guardian, or in the event no legal guardian is appointed, to the person who is responsible for the Covered Person's care. In the event of the Covered Person's death, any Accidental Death benefits payable will be paid to the Covered Person's Beneficiary.

#### IMPACT OF THE COMA BENEFIT ON OTHER POLICY PROVISIONS

Payment of the Coma Benefit will reduce the total AD&D Benefit payable.

#### COMA BENEFIT LIMITATIONS

If the Covered Person dies as a result of the Covered Accident while the monthly Coma Benefit is payable, benefits will be paid under the Policy for Accidental Death; however, in no event shall the total amount paid for all benefits exceed the Covered Person's full AD&D benefit amount.

If the Covered Person remains comatose after this Coma Benefit is payable for 12 months, benefits will be paid under the Policy for Accidental Death; however, in no event shall the total amount paid for all benefits exceed the Covered Person's full Voluntary AD&D benefit amount.

#### COMA BENEFIT EXCLUSIONS

In addition to the other Limitations listed in the Certificate, Benefits will not be paid for loss covered by or resulting from Sickness, disease, bodily infirmity or medical or surgical Treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

If You and Your covered Spouse suffer an Injury or loss, this benefit will only be payable once per Covered Person, even if You and Your Spouse suffer an Injury or loss in the same Covered Accident.

#### DATE COVERAGE UNDER THIS PROVISION ENDS

- 1. the date the Policy terminates;
- 2. the date the Covered Person dies;
- 3. the date the maximum payment amount or duration is reached; or
- 4. the date You reach age 70.

## SAFETY EQUIPMENT BENEFIT

This provision applies to the Voluntary Accidental Death & Dismemberment (AD&D) Benefit.

For Voluntary AD&D, You and any Dependents covered under the Voluntary AD&D benefit are Covered Person(s) under this provision.

#### SEAT BELT BENEFIT

We will pay an additional benefit of 10% of the Covered Person's Accidental Death benefit not to exceed \$10,000 if, as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding in or on a Private Passenger Motor Vehicle, if:

- 1. The Private Passenger Motor Vehicle is equipped with seat belts; and
- 2. The seat belt was in actual use with all components properly fastened at the time of the Covered Accident; and
- 3. The position and actual use of the seat belt is certified, in Writing, in the official report of the Covered Accident; or by the investigating officer. A copy of the police report must be submitted with the claim.

#### SEAT BELT BENEFIT LIMITATIONS

We will only pay the seatbelt benefit for the death of a minor, Dependent Child, if the Child is correctly strapped and fastened in the appropriate seat for the Child's age and weight as defined by state or federal guidelines. The seatbelt must also be approved by the state or federal government for the Dependent Child's age and weight.

#### SEAT BELT BENEFIT EXCLUSIONS

The Seat Belt Benefit will not be payable if:

- 1. The official report reflects that the Covered Person was not wearing the seat belt(s) or was not correctly wearing the seat belt(s).
- 2. The Covered Person was the driver of the Private Passenger Motor Vehicle and did not hold a current and valid driver's license.
- 3. The Covered Person is participating in a race, speed or endurance test.
- 4. The Covered Person is operating a Motorized Vehicle at the time of Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed; or
- 5. The Covered Person was not wearing a Seat Belt.

#### AIR BAG BENEFIT

We will pay an additional benefit of 10% of the Covered Person's Accidental Death benefit not to exceed \$10,000 if, as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding in or on a Private Passenger Motor Vehicle, if:

- 1. The Private Passenger Motor Vehicle is equipped with a properly functioning, original, factory-installed Supplemental Restraint System; and
- 2. The Covered Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System at the time of impact; and
- 3. The Supplemental Restraint System inflation is certified, in Writing, in the official report of the Covered Accident; or by the investigating officer. A copy of the police report must be submitted with the claim.

#### AIR BAG BENEFIT LIMITATIONS

We will only pay the Air Bag benefit for the death of a minor, Dependent Child, if the Child is correctly strapped and fastened in the appropriate seat for the Child's age and weight and properly positioned for Air Bag support as defined by state or federal guidelines.

#### AIR BAG BENEFIT EXCLUSIONS

The Air Bag Benefit will not be payable if:

- 1. The official report reflects that the Supplemental Restraint System did not inflate properly upon impact.
- 2. The Covered Person was the driver of the Private Passenger Motor Vehicle and did not hold a current and valid driver's license.
- 3. The Covered Person was participating in a race, speed or endurance test.
- 4. the Covered Person is operating a Motorized Vehicle at the time of Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed.

#### HELMET BENEFIT

We will pay an additional benefit of 10% of the Covered Person's Accidental Death benefit not to exceed \$10,000 if, as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding on a Motorized Vehicle or bicycle, if:

- 1. The Covered Person is wearing a helmet; and
- 2. Verification that a helmet was in use at the time of the Accident is certified, in Writing, in the official report of the Covered Accident; or by the investigating officer. A copy of the police accident report must be submitted with the claim.

#### HELMET BENEFIT EXCLUSIONS

The Helmet Benefit will not be payable if:

- 1. The official report reflects that the Covered Person was not wearing a helmet or was not correctly wearing a helmet.
  - a. If a copy of the police report is not available, and it is clear that the Covered Person is wearing a helmet at the time of the Accident, We will pay the helmet benefit.
- 2. The Covered Person was the driver and did not hold a current and valid driver's license with a motorcycle endorsement.
- 3. The Covered Person was participating in a race, speed or endurance test.
- 4. The Covered Person is operating a Motorized Vehicle or bicycle at the time of Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed.

**Helmet** means a protective head covering made of hard material to resist impact and which is approved by the American National Safety Institute (ANSI) and/or Snell.

**Intoxicated** means the Covered Person's normal capacity to act or reason is inhibited by alcohol or any drug, sedative, hallucinogen, controlled substance or narcotic as determined by the laws of the jurisdiction, unless administered by a Physician and taken according to the Physician's instructions.

**Private Passenger Motor Vehicle** means an individually owned Motor Vehicle that is not for hire, for rent, or used as public transportation.

**Motorized Vehicle** means a vehicle (such as a car, truck, or motorcycle) that is powered by an engine.

#### ADDITIONAL SAFETY EQUIPMENT LIMITATIONS

If You and Your covered Dependent suffer an Injury or loss, this benefit will only be payable once per Covered Person, even if You and Your Dependent suffer an Injury or loss in the same Accident.

#### DATE COVERAGE UNDER THIS PROVISION ENDS

- 1. The date the Policy terminates;
- 2. the date the Covered Person dies;
- 3. the date the maximum payment amount or duration is reached; or
- 4. the date You reach age 70.

## **REPATRIATION BENEFIT**

This provision applies to the Voluntary Accidental Death & Dismemberment (AD&D) Benefit.

For Voluntary AD&D, You and any Dependents covered under the Voluntary AD&D benefit are Covered Person(s) under this provision.

#### **REPATRIATION BENEFIT PAYABLE**

We will pay a Repatriation benefit if the Covered Person dies:

- 1. as the result of an Accident for which an AD&D benefit is payable; and
- 2. while traveling beyond 100 miles from his permanent residence or outside the territorial boundaries of the United States. Mileage will be measured as map miles from his residence.

We will pay the expenses incurred for the preparation and transportation of the Covered Person's remains to a mortuary as follows:

- 1. minimum of \$100;
- 2. maximum of 10% of the Covered Person's Accidental Death benefit not to exceed \$5,000.

All benefits are payable in U.S. currency to the Beneficiary when We receive valid proof of the expense incurred.

#### **REPATRIATION BENEFIT EXCLUSIONS**

In addition to the Policy limitations, benefits will not be paid under this Repatriation Benefit for:

- 1. charges which exceed the amount shown above; or
- 2. expenses paid by any Worker's Compensation, occupational disease or similar law.

We will only pay this benefit once per Covered Person regardless of any additional Plans, policies or benefits that share this provision type.

If You and Your covered Spouse suffer an Injury or loss, this benefit will only be payable once, even if You and Your Spouse suffer an Injury or loss in the same Accident.

#### DATE COVERAGE UNDER THIS PROVISION ENDS

- 1. the date the Policy terminates;
- 2. the date the Covered Person dies;
- 3. the date the maximum payment amount or duration is reached; or
- 4. the date You reach age 70.

## EXPOSURE AND DISAPPEARANCE BENEFIT

This provision applies to the Voluntary Accidental Death & Dismemberment (AD&D) Benefit.

For Voluntary AD&D, You and any Dependents covered under the Voluntary AD&D benefit are Covered Person(s) under this provision.

#### EXPOSURE AND DISAPPEARANCE BENEFIT

We will pay 100% of the Covered Person's Accidental Death benefit if, due to a Covered Accident, a presumption of death can be made from exposure to the elements due to the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

Presumption that the Covered Person has died will be made if:

- 1. the vehicle in which he is traveling disappears, sinks, is stranded, or is wrecked as a result of a Covered Accident; and
- 2. the body is not found within 1 year(s) of the occurrence of the disappearance.

#### EXPOSURE AND DISAPPEARANCE LIMITATIONS

If You and Your covered Dependent suffer an Injury or loss, this benefit will only be payable once, even if You and Your Dependent suffer an Injury or loss as a result of the same Covered Accident.

#### DATE COVERAGE UNDER THIS PROVISION ENDS

- 1. the date the Policy terminates;
- 2. the date the Covered Person dies;
- 3. the date the maximum payment amount or duration is reached; or
- 4. the date You reach age 70.

## GENERAL INFORMATION

#### **CERTIFICATE OF COVERAGE**

This Certificate is a Written document prepared by Us and may include attachments, addendums or amendments. It tells You:

- 1. The coverage for which You may be eligible;
- 2. To whom We make payments; and
- 3. The limitations, exclusions, and requirements applying to the Policy.

We will provide an electronic or paper copy of the Certificates to the Policyholder for delivery to each Employee. It is the responsibility of the Policyholder to distribute the appropriate Certificate and any updates or other notices to You.

Your benefits and rights under the Policy will not be less than those stated in this Certificate.

#### ENTIRE CONTRACT

The entire contract consists of:

- 1. The Policy, any amendments and addenda;
- 2. The Application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued, or as amended during the term of this Policy;
- 3. The Certificates, and the endorsements or riders which are attached to and made a part of the Policy when issued or as may be amended during the term of this Policy; and
- 4. The Enrollment Forms, if any, of each Covered Person.

Any statement made by the Policyholder or Covered Persons will be deemed a representation and not a warranty or guarantee.

#### INFORMATION DISCLOSURE

The Employer's records that relate to Your coverage under this Policy are open for Our inspection at any time. The Employer will give Us information about You including:

- 1. Information necessary to determine eligibility for coverage;
- 2. Changes in coverage amounts;
- 3. Changes in Your Earnings;
- 4. Termination of coverage; and
- 5. Any other information We may reasonably require.

Clerical error or omission by the Employer, You, or Us will not:

- 1. Terminate coverage which should otherwise be in effect;
- 2. Continue coverage which should otherwise terminate;
- 3. Create coverage which should not be in effect; or
- 4. Change the amount of coverage that should otherwise be in effect.

#### INCONTESTABILITY

Any statement made by You or the Employer to obtain coverage or an increase in coverage is considered a representation and not a warranty. No statement by You or the Employer will be used to reduce or deny a claim or to deny the validity of Your coverage or an increase in coverage unless:

- 1. Your coverage or increase in coverage would not have been approved if the truth had been known;
- 2. Such statement is contained in Writing; and
- 3. You or Your Beneficiary have been given a copy of the statement.

The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by Us.

After Your coverage or increase in coverage under the Policy has been in effect for two (2) years during Your lifetime, We will not use a misrepresentation by You or by the Employer to reduce or deny a claim; or deny the validity of Your coverage or increase in coverage.

During the first two (2) years of Your coverage, We have the right to assert as a defense to a claim that You were not eligible to become covered because You did not meet certain eligibility requirements in this Certificate. These include, but are not limited to, the requirements that You:

- 1. be in an Eligible Class;
- 2. submit and have approved Evidence of Insurability, if required; and
- 3. meet the Actively at Work requirement.

#### MISSTATEMENT OF AGE

If Your age is misstated, We have the right to make an equitable adjustment in the Premium and/or coverage due for You based on the correct age.

#### AGENCY

For all purposes of the Policy, the Employer and the Policyholder act on their own behalf or as Your agent. Neither the Employer nor the Policyholder is Our agent.

#### WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE

This Policy does not replace or affect requirements for coverage by Workers' Compensation insurance or state disability insurance.

#### FRAUD

Warning: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an Application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

## **CLAIM INFORMATION**

#### NOTIFYING US OF A CLAIM

You, or someone acting on Your behalf, should send notification of Your claim to Our Home Office or to Our authorized agent, within 30 days following the date of Loss. If You are not able to notify Us within this time, You should notify Us as soon as reasonably possible.

#### FILING A CLAIM

You can get a claim form from Your Employer, or You may ask Us for a form. If You do not receive a claim form within 15 days after requesting it, please contact Us at 1-800-370-5856.

The process for completing the claim form will be explained on the form. Please send the completed form to Us within the above stated timeframes and in whatever medium We have agreed to accept Your proof of claim.

#### PROOF OF CLAIM

You must send Written proof of Your claim to Our Home Office. Telephonic or electronic proof of Your claim may also be submitted if We have agreed to accept such proof. We must receive Your proof of claim no later than 90 days after the date of loss. Failure to provide required proof within this time frame will not invalidate or reduce any payable claim if it was not reasonably possible to provide the required proof.

If You are unable to give Us proof of Your claim within this time frame, then You must give Us proof of Your claim within the next 12 months. If You do not have the legal capacity to make responsible decisions concerning You, then You may give Us proof of Your claim after this period.

#### INFORMATION TO INCLUDE IN YOUR PROOF OF CLAIM

For Your proof of claim, We may require the following:

- 1. The date of Loss;
- 2. Proof that You are under the Regular Care of a Physician;
- 3. The extent of Your Injury, including restrictions and limitations;
- The name and address of all pharmacies, Hospital(s) or institution(s) where You
  received Treatment, including all Physicians who prescribed medications or provided
  Regular Care;
- 5. Authorization to obtain additional medical and non-medical information as part of Your claim. We must receive this authorization within 45 days of the date We ask for it.

#### DECISION ON YOUR CLAIM

Once Your claim and Proof of Loss has been received, We will review the claim and if approved, We will pay the claim subject to the terms and provisions of this Certificate and the Policy, but not more than 90 days after such proof of claim is received.

The decision on a claim will be made within 45 days of the date We receive the proof of claim. If We need an extension to decide the claim, We may take up to an additional 45 days. If We need such an extension, We will inform You or Your Beneficiary in Writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We may need to complete the decision, and (4) when the Beneficiary can expect a decision. We will notify the Beneficiary of the extension before the expiration of the initial 45 day period.

If the claim is denied in whole or in part, We will send You or Your Beneficiary a Written notice that includes:

- 1. The specific reason(s) for denial of the claim;
- 2. A specific reference to the provision(s) of the Policy that is the basis for the denial;

- A description of any additional material or information needed to reverse the denial, or in the case of an incomplete claim, to complete the claim, and an explanation of why it is needed;
- 4. An explanation of the claim appeal procedures and applicable time limits;
- 5. If We used or relied on an internal rule, guideline, protocol or other information, the notice will specify the information. If the claimant requests, We will provide free of charge a copy of such rule, guideline, protocol or other data, as well as reasonable access to documents, records and other information relevant to the claim; and, if applicable,
- 6. A statement regarding the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

#### AUTHORITY

We have the authority to determine Your eligibility for benefits and to interpret the terms of the Policy in making benefit determinations.

#### ASSIGNMENT

You may transfer Your rights to name or change the Beneficiary to someone else by assignment. An assignment will affect Us only if it is in Writing on a form acceptable to Us, and is received at Our Home Office. The assignment will take effect on the date the assignment is Signed by You. The assignment will be subject to any action We may have taken prior to the receipt of the assignment. We are not liable for the validity of any assignment.

Claims of Creditors: To the extent allowed by law, proceeds will not be subject to any claims of a Beneficiary's creditors.

#### **BENEFIT PAYMENTS**

Voluntary Spouse and Voluntary Child Accidental Dismemberment benefits will be paid to You.

Employee Voluntary Accidental Death benefits will be paid to Your named Beneficiary.

#### **BENEFIT PAYMENT OPTIONS**

Benefit payments will be made in one lump sum no later than 30 days after proof of the Covered Person's loss has been submitted and approved by Us.

#### BENEFICIARY

Your Beneficiary will be the person(s) or entity You name in Writing to receive any amount of insurance benefits payable due to Your death. Your Beneficiary's name is on file at Your Employer's or Our Home Office. Benefits will be paid according to the most recent version of Your Beneficiary form on file. Any payment made by Us before receiving the designation shall fully discharge Us to the extent of that payment.

If You name more than one Beneficiary, You must state the percentage of the benefit that is to be paid to each Beneficiary. Otherwise, they will share the benefit equally. You are the Beneficiary of the Dependent Life Insurance, if You are living.

If You are not living at the time of payment, benefits will be paid according to Your Beneficiary assignment. If both You and Your Beneficiary(ies) die in the same Accident, at the same time or within 7 days after Your death but before We have received Written proof of Your death, benefit payments will be made to Your estate or Your remaining Primary or Contingent Beneficiary(ies).

#### **BENEFICIARY CHANGES**

Your Beneficiary's consent is not required to change Your designations. To change Your Beneficiary information, You must provide Us or Your Employer Written notice on a form in a format acceptable to Us. Unless otherwise specified by You, Your Beneficiary change will be effective on the date the notice of change is Signed by You, subject to any payment made or actions taken by Us before receipt of the notice.

#### **BENEFIT PAYMENT: MINOR BENEFICIARIES**

If Your Beneficiary is a minor at the time of Your death or cannot provide a valid release, benefits will be paid according to the Uniform Transfers to Minor Act (UTMA) or governing laws of Your state.

#### **BENEFIT PAYMENTS: NO BENEFICIARY DESIGNATED**

If there is no named Beneficiary living at Your death, We will pay any amount due to one of the following classes of survivors and in the following order:

- 1. Your Spouse or Reciprocal Beneficiaries;
- 2. Your surviving Children in equal shares;
- 3. Your parents in equal shares;
- 4. Your siblings in equal shares; or
- 5. Your estate.

At Our option, and up to the maximum amount allowable by the laws of the Covered Person's state of residence, payments may be paid to any person who incurred funeral or other expenses related to the last illness or death of the Covered Person.

We will not be liable for any payment We have made in good faith.

#### CLAIM OVERPAYMENTS

We have the right to recover any overpayments that We make to You or Your Beneficiary. We require that You repay any overpaid amount. We will determine the method by which You will repay Us. We may offset Our future payments to You by the amount of any overpayments. We have the right to recover overpayments from Your estate.

#### TIME LIMITS ON LEGAL ACTIONS

You or Your Beneficiary can start legal action regarding Your claim 60 days after the date You sent Us proof of claim. The time limit on legal actions for loss covered by the Policy is five (5) years from the date of loss.

#### APPEAL PROCEDURE

If Your claim has been denied in whole or in part, You or Your Beneficiary may request a review of the decision. You or Your Beneficiary must file a Written request for appeal within 180 days from the date of the notice of denial of Your claim. The right to appeal the denial may be forfeited if this deadline is not met.

Along with a Written request for a review, You or Your Beneficiary should submit any additional information You believe should be considered during the review.

Upon request, We will provide You or Your Beneficiary with copies of documents, records and other information relevant to Your claim, free of charge.

We will review the claim and respond with a final determination within 45 days. If We need additional time to decide the appeal, We may extend the review by 45 days. If We need such an extension, We will inform You or Your Beneficiary in Writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We may need to complete the review, and (4) when You or Your Beneficiary can expect a decision. We will notify You or Your Beneficiary of the extension before the expiration of the initial 45-day period. In no event will the total period for review of the appeal exceed 90 days.

GRP-CRT-51 (4-17)

#### NOTIFICATION OF APPEAL DECISION

We will notify You or Your Beneficiary, in Writing, of Our final decision. If the claim is denied on appeal, the notice will include the following:

- 1. The specific reasons for the appeal decision;
- 2. A reference to the specific provision(s) within the Policy or Certificate on which the decision was based;
- 3. A statement regarding Your right, upon request and without charge, to a copy of documents, records and other information relevant to the claim; and, if applicable,
- 4. A statement regarding Your right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

#### SUBROGATION AND RIGHT OF REIMBURSEMENT

The Plan assumes and is subrogated to Your legal rights to recover any payments the Plan makes for benefits, when a covered Sickness or Injury resulted from the action or fault of a third party. The Plan's subrogation rights include the right to recover the amount of benefits paid to You.

The Plan has the right to recover any and all amounts equal to the Plan's payments from:

- 1. the insurance of the injured party;
- 2. the person, company (or combination thereof) that caused the Sickness or Injury, or any insurance company; or
- 3. any other source, including disability benefit coverage.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The Plan's recovery will not be reduced by Your negligence, nor by attorney fees and costs You incur.

#### Priority Right of Reimbursement

Separate and apart from the Plan's right of subrogation, the Plan shall have first lien and right to reimbursement. This priority right of reimbursement supersedes Your right to be made whole from any recovery, whether full or partial. You agree to reimburse the Plan 100% first for any and all benefits provided through the Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

- 1. any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
- 2. any auto or recreational vehicle insurance coverage or benefits including, but not limited to disability benefit coverage; and
- 3. business and homeowner disability insurance coverage or payments.

The Plan may notify those parties of its lien and right to reimbursement without notice to or consent from any Covered Person.

This priority right of reimbursement will not be reduced by attorney fees and costs You incur.

The Plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available disability insurance coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

#### Notice and Cooperation

You are required to notify Us promptly if You are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable Us to protect the Plan's rights under this section. You must cooperate with Us and execute any documents that We, acting on behalf of the Policyholder, deem necessary to protect the Plan's rights under this section.

You may not do anything to hinder, delay, impede or jeopardize the Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall

GRP-CRT-51 (4-17)

entitle the Plan to withhold any and all benefits due You under the Plan. This is in addition to any and all other rights that the Plan has pursuant to the provisions of the Plan's subrogation rights and/or priority right of reimbursement.

If the Plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

#### Legal Action and Costs

If a Covered Person settles any claim or action against any third party, that Covered Person shall be deemed to have been made whole by the settlement and the Plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. The Covered Person shall hold any such proceeds of settlement or judgment in trust for the benefit of the Plan. The Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by the Covered Person in such circumstances.

The Plan also has the right to sue on the Covered Person's behalf, against any person or entity considered responsible for any condition resulting in benefits paid or to be paid by the Plan.

#### Settlement or Other Compromise

The Covered Person must notify the Plan prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the Plan's rights so that the Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against the Covered Person.

The right of subrogation and the right of reimbursement are based on the Plan language in effect at the time of judgment, payment, or settlement.

The Plan, or its representative, may enforce the subrogation and priority right of reimbursement.