



## Optional Group Term Life Insurance

# A guide to your benefits

**Plan Sponsor:** Jim Ellis Atlanta, Inc.  
**Policy:** GA1943  
**Class:** 01  
**Class Description:** All Eligible Full-Time Employees

**[anthem.com](http://anthem.com)**

Life and Disability products are underwritten by Greater Georgia Life Insurance Company (GGL) using the trade name Anthem Life, an independent licensee of the Blue Cross and Blue Shield Association.

# **Benefits Guide**

## **Section Contents**

### **Section I. - Your Certificate of Coverage**

### **Section II. - Value Added Services**

**Note:** The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to Our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

- |           |                          |
|-----------|--------------------------|
| <b>1.</b> | <b>Resource Advisor</b>  |
| <b>2.</b> | <b>SpecialOffers</b>     |
| <b>3.</b> | <b>Travel Assistance</b> |

This Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this policy constitutes a contract solely between this Group and Greater Georgia Life Insurance Company, which is an independent Blue Cross and Blue Shield Plan, (the "Association") permitting Greater Georgia Life Insurance Company to use the Blue Cross and/or Blue Shield Service Mark in Georgia, and that Greater Georgia Life Insurance Company is not contracting as the agent of the Association. This Group further acknowledges and agrees that it has not entered into this policy based upon representations by any other person other than Greater Georgia Life Insurance Company and that no person, entity, or organization other than Greater Georgia Life Insurance Company's obligations to the Group created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of Greater Georgia Life Insurance Company other than those obligations created under other provisions of this agreement.

**Section I.**

**Your Certificate of Coverage**

**Optional (Voluntary) Group Term Life  
Insurance**

**Greater Georgia Life Insurance Company**

Administrative Office  
Post Office Box 182361  
Columbus, Ohio 43218-2361  
1 (800) 551-7265

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## **Important Notice Regarding Accelerated Death Benefits**

This Certificate contains an Accelerated Death Benefit provision within the Life Insurance section. Benefits are payable as shown on the Schedule. Please refer to the Accelerated Death Benefit provision of this Certificate for a complete benefit description.

This Accelerated Death Benefit is NOT a long term care policy or a nursing home insurance policy. You may use the Accelerated Death Benefit for any purpose. The Accelerated Death Benefit may be taxable. As with all tax matters, You should consult a personal tax advisor to determine the tax consequences prior to making an election for this benefit.

**LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.** Because the Accelerated Death Benefit is part of this Certificate, You may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for public assistance programs.

## **ERISA Information**

### **Required by the Employee Retirement Income Security Act (ERISA) of 1974**

This information is included in this certificate at the request of the Plan (as identified below) and reflects information provided by the Plan.

Name of Plan: **Jim Ellis Atlanta, Inc.**

Employer: **Jim Ellis Atlanta, Inc.  
5901 Peachtree Industrial Blvd.  
Atlanta, GA 30341  
(770) 454-8200**

Employer identification number: **58-1500444**

Plan number: **501**

Type of Plan: **Welfare Plan**

Type of Administration: **Group Contact**

Plan administrator: **Jim Ellis Atlanta, Inc.  
5901 Peachtree Industrial Blvd.  
Atlanta, GA 30341  
(770) 454-8200**

Eligibility: **All Full-time Employees**

Plan's fiscal year: **January 1 through December 31**

Cost of benefits: **Contributions for this plan are made solely  
by the Employee.**

## Statement of ERISA rights

The following statement is required by federal law and regulation:

As a participant of Voluntary Short Term Disability for Employees of: **Jim Ellis Atlanta, Inc.**, you are entitled to valuable financial protection – beyond your paycheck – that is provided by this plan. These benefits have been summarized and described for you in this Certificate so that you will have the facts you need for reference.

Your group health care benefits have been affected by The Employee Retirement Income Security Act of 1974 (ERISA) since September 2, 1974. ERISA was signed into law to provide additional protection of your rights under this plan. The law does not require a company to provide benefits, but it does set standards for any benefits a company wishes to offer. It also requires that you be fully informed of the benefits you can expect to receive and your rights under ERISA.

It is your right to know about your benefit plans in detail. Therefore, in addition to the information provided in this Certificate, you will receive each year – at no cost – a summary of the annual report of the plan's financial activities. You can also review the various plan documents at your place of work or receive copies of them at reasonable cost, if you file a written request with the Plan Administrator.

You also have a right to expect that the people who are responsible for the activities of the plan, who are called fiduciaries, act prudently and in your best interest. The plan fiduciaries have always acted in the manner, and have a commitment to the company to continue to do so. They also have a commitment under ERISA to make up any losses they may cause the plan through any imprudence.

If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

There are steps you can take to enforce your rights. You have a right to file suit if:

- A fiduciary has misused funds;

## Introduction

Greater Georgia Life Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

This Certificate describes the benefits provided as of the effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Plan Sponsor's address.

Certain terms of the Group Policy which affect Your insurance are contained in the following pages. Greater Georgia Life has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Greater Georgia Life urges You to read Your Certificate carefully and keep it in a safe place.

If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

When making a benefit determination under the Policy, Greater Georgia Life has discretionary authority to interpret the terms and provisions of the Policy. The Insured has the right to request a review, to bring action at law or in equity, or to file a complaint with the Georgia Department of Insurance.

The Group Policy was issued in the state of Georgia. Its laws and rules will govern in resolving any questions about the Group Policy, except to the extent that the Policy may be governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

While You remain insured, this booklet is Your Certificate of insurance. It replaces any prior booklet or Certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

### **Greater Georgia Life Insurance Company**

Administrative Office, P.O. Box 182361

Columbus, OH 43215-2361



**Jeffrey P. Fusile**

President

Fraud: Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim or an application containing any false incomplete or misleading information may be guilty of a crime and may be subject to criminal and civil penalties.

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## Schedule of Benefits

### About This Schedule

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with the Greater Georgia Life Insurance Company at its Administrative Office.

The amounts of Your insurance are determined by this schedule. You are not insured for any type of coverage for which You have not paid the required premium.

### Optional Life Insurance

Optional Life Insurance must be elected in accordance with the terms of the Policy and any required premium must be paid in order for the insurance to begin.

#### Amount of Your Optional Life Insurance:

Your Optional Life Benefit may be purchased in **\$10,000** increments to a maximum benefit of the lesser of **\$500,000** or **5 times** Annual Earnings.

All Benefits terminate at retirement.

### Guarantee Issue Amount

**Guaranteed Issue Amount** means an amount of insurance for which We do not require Proof of Insurability.

**Proof of Insurability** means evidence satisfactory to Us of a person's health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Proof of Insurability will be required for Voluntary Group Term Life Benefit amounts of more than \$200,000 .

No amount of Your Voluntary Group Term Life Insurance in excess of the Guaranteed Issue Amount shall become effective prior to Our approval of Proof of Insurability.

Your amount of Voluntary Group Term Life Insurance will be subject to any reductions listed in the Age Reductions provision of this Certificate.

## Optional Life Insurance for Dependents

### Amount of Your Dependent's Optional Life Insurance

**For Your Spouse:** The Optional Life Spouse Benefit may be purchased in increments of **\$5,000** up to a maximum of **\$100,000**

**For Your Child:** **\$10,000.**

Proof of Insurability will be required for Spouse Dependent Coverage greater than **\$50,000**.

The maximum Spouse Optional Life Insurance Benefit is 50% of Your amount of Optional Life Insurance in force. The maximum Child(ren) Optional Life Insurance Benefit is 50% of Your Optional Life Insurance in force.

A Child is not covered until the child reaches age 15 days.

A Child's coverage will end on the end of the calendar month in which the Child attains age 26.\*

\*The attainment of any maximum age specified above will not terminate the insurance of a Child if at the time the Child is:

1. Incapable of self-support by reason of mental or physical handicap; *and*
2. Unmarried and dependent on You for support and maintenance.

Coverage for the Child will terminate under this provision if:

1. The Child ceases to meet the above conditions; *or*
2. The Child's coverage would cease under the Policy for a reason other than the limiting age.

Proof that the Child meets the required conditions must be given to Us within 31 days of its request. Proof shall not be required more than once a year after such Dependent attains the age of 27. Any required premium payment must be paid in accordance with the terms of the Policy.

Coverage for a Spouse will end upon the Employee's retirement.

Specific information regarding the Policy and its terms may be obtained from the Plan Sponsor. The provisions, terms and conditions listed in any Policy document, including but not limited to this Certificate may be modified, amended, or changed at any time. Consent from any Insured or beneficiary is not required for such modification, amendment, or change.

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## Definitions

**Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, they have the meaning explained here.**

**Accident or Accidental** means accidental bodily Injury which is sustained independently of disease, illness, or bodily infirmity.

**Actively at Work** means that You are performing the normal duties of Your regular occupation and working Your normal hours. You must be working at least the minimum number of hours required per week to meet the definition of eligible employee for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; or
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to sickness, injury, leave of absence, strike or lay-off. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

**Additional Benefit or Additional Provision** means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

**Annual Earnings** means Your annual gross base earnings in effect from the Plan Sponsor for the 12 month period immediately prior to the date Disability begins, including commissions and overtime pay. It does not include bonuses and extra compensation.

If Your income includes commissions and overtime pay Your Annual Earnings will be calculated as follows:

- If You have been employed by the Plan Sponsor for at least one calendar year, Your average annual gross earnings as an employee during the immediately preceding 12 month average calendar year as set forth on the applicable of the following forms: Your W-2 Withholding Statement, IRS Form 1065, Schedule K-1, or quarterly Wage and Tax Register, annualized.
- If You have been employed by the Plan Sponsor for less than one calendar year, the amount that is estimated by the Plan Sponsor. The estimate must reflect a reasonable expectation of the income to be earned. We will verify the estimate with the Plan Sponsor at the time a claim is submitted to Us. Benefits will be based on the lesser of (a) Your actual earnings and (b) the estimated level of earnings.

Annual Earnings will be calculated based on the lesser of Your Annual Earnings as calculated above or the premium amount actually received by Us.

**Certificate** means this document which provides a description of the coverage available under the Policy.

**Child(ren)** means Your natural Child, legally adopted Child, or stepchild provided such Child is at least 15 days old and has not yet reached the age limit as described below:

A Child's coverage will end on the end of the calendar month in which the Child attains age 26.\*

\*The attainment of any maximum age specified above will not terminate the insurance of a Child if at the time the Child is:

1. Incapable of self-support by reason of mental or physical handicap; *and*
2. Unmarried and dependent on You for support and maintenance.

Coverage for the Child will terminate under this provision if:

1. The Child ceases to meet the above conditions; *or*

2. The Child's coverage would cease under the Policy for a reason other than the limiting age.

Proof that the Child meets the required conditions must be given to Us within 31 days of its request. Proof shall not be required more than once a year after such Dependent attains the age of 27. Any required premium payment must be paid in accordance with the terms of the Policy.

**Claimant** means a person who has filed a claim for benefits under the Policy, as an Insured or as the beneficiary of an Insured.

**Class** means a grouping of Insureds based on criteria agreed on between the Plan Sponsor and Us.

**Contributory** means that You pay all or a portion of the premium for the coverage.

**Dependent** or **Insured Dependent** means Your Eligible Dependent who is insured under the Policy.

**Domestic Partner** means an individual in a relationship with You that satisfies the following:

1. For at least six consecutive months prior to the effective date of Your Domestic Partner Dependent Life Insurance, You and Your Domestic Partner are and have been each other's sole Domestic Partner and have maintained the same principal place of residence; *and*
2. Your Domestic Partner is at least 18 years of age; *and*
3. You and Your Domestic Partner are not married or related by blood; *and*
4. You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; *and*
5. You and Your Domestic Partner are not married to anyone else.

**Eligible Dependent** means:

- Your legal Spouse or registered Domestic Partner as defined under the Policy.
- Your Child or Children as defined under the Policy.

The term Eligible Dependent does not include any person who:

- is in the military of any country or subdivision of any country; *or*
- lives outside of the United States or Canada; *or*
- is insured under the Policy as an employee.

If You and Your Spouse are both insured under the Policy as Eligible Employees, Your Eligible Dependent Children may be insured by either, but not both, of you.

**Eligible Employee** means a person who meets all of the following:

- is a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal work week of at least 30 hours required per week by Our agreement with the employer; *and*
- is performing work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere; *and*
- is in a covered Class named under the Policy; *and*
- is a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

**Eligibility Waiting Period** means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage and Your Eligible Dependent coverage.

**Guaranteed Issue Amount** means an amount of insurance for which We do not require Proof of Insurability.

**Illness** means:

- a sickness that impairs an Insured's normal functioning of mind or body; *and*
- the pregnancy, childbirth and related medical conditions of an Insured.

**Independent Medical Exam** means an examination by a Physician of the appropriate specialty for Your or Your Insured Dependent's condition at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under the Additional Benefits, if any, associated with the Policy.

**Injury** means bodily harm which is the direct result of an Accident and not related to any other cause.

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

**Leave of Absence** means an arrangement where You and the Plan Sponsor agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. Refer to *When Your Insurance Ends* to determine how long Your coverage can be continued during a Leave of Absence.

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; *or*
- any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be

licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.
- Any member of Your immediate family, including Your and/or Your Spouse's:
  - Parents;
  - Children (natural, step, or adopted);
  - Siblings;
  - Grandparents;
  - Grandchildren;
  - In-Laws.

**Plan Sponsor** means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

**Policy** or **Group Policy** means the policy issued by Us and the Plan Sponsor and described in this Certificate.

**Prior Plan** means the plan providing similar insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

**Proof** means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

**Proof of Claim** means evidence satisfactory to Us that a person has satisfied the conditions and requirements for a benefit. Proof of Claim must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim under the Policy;
- the Claimant's right to receive payment.

**Proof of Insurability** means evidence satisfactory to Us of a person's health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

**Sign** or **Signed** means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

**Spouse** means Your lawful Spouse who is an Eligible Dependent. The term also includes a registered Domestic Partner who is an Eligible Dependent, where allowed by law.

**We, Us, and Our** mean the insurer, Greater Georgia Life Insurance Company.

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

**You** and **Your** means an Eligible Employee.

Other terms are defined elsewhere under the Policy.

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## **When Insurance Begins and Ends**

This section tells how You may become insured.

### **Obtaining Insurance**

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

### **Enrollment**

You must apply for Your insurance and Your Eligible Dependent's insurance if the coverage is Contributory.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office. If Proof of Insurability is required for any coverage, the completed Proof of Insurability statement must be sent to us at our Administrative Office.

### **Optional Insurance Eligibility**

If You are an Eligible Employee on the Effective Date of the Policy, You are eligible for Optional Life insurance on the date provided You have completed the Eligibility Waiting Period. Otherwise, You become eligible on the first day of the calendar month coinciding with or next following the date You become an Eligible Employee and complete Your Eligibility Waiting Period.

### **Eligibility for Your Dependent's Optional Insurance**

If You are an Eligible Employee, You may obtain insurance for Your Eligible Dependents. You are eligible for Optional Dependent Insurance on the earliest date that:

- You are an Eligible Employee; *and*
- You are in a Class Covered for Dependent insurance; *and*
- You have an Eligible Dependent

### **Effective Date of Insurance**

This section tells when Your insurance and insurance for Your Eligible Dependents may begin.

If You and/or your Eligible Dependents are required to give Proof of Insurability for all or a portion of Your insurance and/or insurance for Your Eligible Dependents, that insurance for which Proof of Insurability is required begins on the date We approve in Writing the Proof of Insurability.

All premiums required by the Policy must be paid in order for insurance to begin.

### **For Your Insurance**

Except as otherwise explained in this section, Your insurance will begin on the first day of the Policy month coinciding with or next following the date You become eligible for such insurance and that first premium is paid.

The Plan Sponsor may require employees to contribute toward the cost of all or part of their insurance. Any such Contributory insurance will not become effective for You before You Sign a form agreeing to make those contributions and the first premium is paid. The form may be obtained for the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

### **Delayed Effective Date**

If You are not Actively at Work on the date Your insurance would otherwise begin, Your insurance and any insurance for Your Eligible Dependents will be deferred until You return to full-time active work.

### **For Your Dependent's Insurance**

The Plan Sponsor may require employees to contribute toward the cost of all or part of their dependent insurance. If so, the only Eligible Dependent who may become insured before You agree to those contributions is Your newborn child. The form for this agreement may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible for dependent insurance, such Contributory insurance will be deferred until the date We approve Written Proof of Insurability for each Eligible Dependent.

### **Delayed Effective Date for Dependents**

If any Eligible Dependent, other than a newborn child is confined at home or in a hospital or other medical facility on the date insurance would otherwise begin, the insurance will be deferred until the end of the Eligible Dependent's confinement.

## **Optional Life Insurance**

Your Optional Insurance is Contributory. Coverage begins on the first day that You have completed Your Eligibility Waiting Period and are Actively at Work which is coincident with or following one of the dates below:

- If Your application to become insured is completed on or before the earliest date on which You may become insured, Your insurance will take effect on that earliest date; *or*
- If Your application to become insured is completed no more than 30 days after the earliest date on which You may become insured: Your insurance will take effect on that earliest date; *or*
- If Your application to become insured is completed more than 30 days after the earliest date on which You may become insured, Your insurance will take effect on the date on which We have either approved Proof of Insurability or waived, in Writing, such requirement. Any Proof of Insurability must be provided without expense to Us.

## **Optional Dependent Life Insurance**

Your Optional Dependent insurance is Contributory. Coverage begins on the first day You are Actively at Work coincident with or following one of the dates below:

1. If Your application for Optional Dependent Insurance coverage is completed on or before the earliest date on which You may become insured, the insurance for Your Eligible Dependents will take effect on that earliest date; *or*
2. If Your application for Optional Dependent Insurance coverage is completed no more than 30 days after the earliest date on which You may become insured, the insurance for Your Eligible Dependents will take effect on that earliest date; *or*
3. If Your application for Optional Dependent Insurance coverage is more than 30 days after the earliest date on which You may become insured, the insurance for Your Eligible Dependents will take effect on the date on which We have either approved Proof of Insurability or waived, in Writing, such requirement. Any Proof of Insurability must be provided without expense to Us.

If, at any time insurance on the life of an Eligible Dependent who is not a newborn Child would otherwise take effect, such Eligible Dependent is confined at home or in a hospital or other medical facility, insurance on the life of such Eligible Dependent will not take effect until both of the following conditions have been met:

- The Eligible Dependent is not confined at home or in a hospital or other medical facility.
- The Eligible Dependent is performing the usual and customary duties or activities of an individual in good health and of the same age and sex.

## Age Reductions for You and Your Spouse's Optional Coverage

The following age reduction rules apply to Optional coverage for You and Your Spouse.

On the anniversary of the Policy effective date which occurs on or next follows any of Your birthdays listed below, Your insurance will be reduced by a percentage of the amount of insurance calculated in accordance with the Schedule of Benefits. The percentages are indicated in the following table:

<u>Birthday</u>	<u>Benefit Percentage</u>
65	35%
70	50%

All insurance terminates upon Your retirement.

## Changes in Insurance

### Change in Class or Earnings

The amount of Your and Your Dependents' benefit may change if:

- You become insured under a different Class; *or*
- the amount of Your Annual Earnings changes.

If the change would *increase* the amount of insurance, the increase takes effect on the first day You are Actively at Work following the latest of the date:

- the change is effective; *or*
- the Plan Sponsor tells Us in Writing about a change in Class or a change in the amount of Annual Earnings; *or*
- We approve, in Writing, Proof of Insurability, if Proof of Insurability is required.

If the change would *decrease* Your amount of insurance, the decrease takes effect on the date of the change.

## Proof of Insurability

You must give Proof of Insurability for Life coverages:

- if You pay all or part of the premium for insurance and You enroll Yourself and/or Your Eligible Dependents more than 31 days after the date You become an Eligible Employee; *or*
- if Your insurance and/or Your Dependent's insurance would increase because of a change in Your Class membership or a change in the amount of Your

Annual Earnings or Your election, and the Plan Sponsor does not tell Us in Writing about the change within 31 days after the change occurs: *or*

- if You pay all or part of the premium for Your insurance and/or Your Dependent's insurance and the insurance ended at Your request or because a premium was not paid by You and You or Your Eligible Dependents are re-applying for coverage; *or*
- for insurance for which You pay all or part of the premium if You or Your Eligible Dependents were entitled to coverage under the Prior Plan and You had declined coverage; *or*
- if the amount of insurance initially or subsequently applied for exceeds the Guaranteed Issue Amount of the Policy shown in the Schedule of Benefits, if required.

We will use the Proof of Insurability form and other information You give as Proof of Insurability to determine whether You can become Insured. If the Proof of Insurability is not satisfactory to Us, the insurance for which You are required to give Proof of Insurability will not take effect. If the Proof is accepted, Your insurance will only take effect on the first of the month following the date We approve Your Proof of Insurability in Writing.

We may, at Our discretion, require that You undergo an Independent Medical Exam as part of Your Proof of Insurability.

## **When Insurance Ends**

### **For Your (Voluntary) Optional Life Insurance**

Your Life Insurance will end on the first to occur of the following dates:

1. the date Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively at Work. However, if You are not Actively at Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the earlier of:
  - the date on which We receive Written notice from the Plan Sponsor that Your insurance is to be terminated; *or*
  - the end of the 6 month period following the date on which You were last Actively at Work;
2. the date the Policy, or your employer's agreement with us as outlined in the Policy, is terminated;
3. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
4. the date the Policy is changed to end the insurance for Your Class;
5. the last day of the period for which premium was paid, if a premium is not paid when due;
6. the date You retire;
7. the date You die;
8. the date You cease to be an Eligible Employee as defined in the Definitions section of the Policy.
9. the date You request, in Writing, for Your insurance to be terminated.

If Your insurance would end solely due to Your no longer being Actively at Work, the Plan Sponsor may continue Your insurance during the following periods:

- until the end of 6 months following the date You cease to be Actively at Work due to a temporary lay-off; *or*
- until the end of 6 months following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as reservist with the U.S. Armed Forces Reserve; *or*
- during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following occurs:

- the leave terminates prior to the agreed upon date.

- the Policy terminates.
- You or the Plan Sponsor fail to pay premium when due.
- The Policy no longer insures Your Class.

### **For Your Dependent's Insurance**

Your Dependent's insurance under the Policy will end on the first to occur of the following dates:

- the date that the dependent ceases to be an Eligible Dependent as defined in the Definitions of the Policy;
- the date You cease to be insured under the Policy;
- the date You cease to be in a class eligible for dependent coverage;
- the last day of the period for which any required premium contribution is made, if You or the Plan Sponsor fail to make any further required premium;
- the date you become insured under the Waiver of Premium provision of the Policy;
- the date that is stated in the notice that You have asked, in Writing, to have Your Eligible Dependents cease to be insured. This clause will only apply if participation in the Dependent Coverage under the Policy is at Your option;
- the date that the Dependent starts full-time active duty with the U.S. armed forces.
- the date of Your death.

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## **Coverage Provisions**

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the *When Insurance Begins and Ends* section of the Certificate. Then Your amounts of insurance are determined according to the Schedule of Benefits. Some of the coverages described in this section may not be available to you. Your Schedule of Benefits shows which coverages are available to You.

### **Optional Life Insurance**

#### **Death Benefit**

We will pay a benefit if You die while covered in accordance with the provisions of the Policy. Your Life Insurance benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions(s) under the Policy, upon receipt of due Proof of Your death.

The benefit will be paid in one sum.

#### **Dependent Death Benefit**

We will pay a benefit if Your Insured Dependent dies while covered in accordance with the provisions of the Policy.

Dependent Life Insurance shall be payable to You if living, otherwise to Your estate, on receipt by Us at Our Administrative Office of due Proof of the death of the Insured Dependent. You will always be considered the beneficiary for Dependent Life Insurance. Payment will be made in one sum.

#### **Suicide**

No Payment will be made with respect to the amount of Optional insurance under the Policy if You and/or Your Dependents commits suicide whether while sane or insane and death occurs within two years after the date on which the deceased became insured for or elected an increased amount of insurance. The two years period includes the time coverage was in force under a Prior Plan, provided the Insured's coverage was in effect up until the date of such Prior Plan's termination.

### **Waiver of Life Insurance Premium Benefit During Your Total Disability**

This section tells how some or all of Your Life insurance can be continued without premiums if You become Totally Disabled before Your 60th birthday.

Waiver of Life Insurance Premium Benefits apply only to Your Voluntary Group Term Life insurance coverage and does not apply to any Accidental Death and Dismemberment coverage and any Dependent coverage.

### **Waiver of Premium**

If you become Totally Disabled while You are insured and prior to Your 60th birthday then subject to the terms of the Policy and this provision, no premium payment will be required for Your Optional Life Insurance coverage as of the date You satisfy the Elimination Period.

The amount of insurance will be the amount in effect as of the date You became Totally Disabled, subject to any reductions listed in the Age Reductions provision while You are Totally Disabled.

Premiums for Dependent's insurance coverage will not be waived.

### **Definitions for Waiver of Life Insurance Premium Benefit Provision:**

**Elimination Period** is the period You must have been continuously Totally Disabled before We waive insurance premiums under this provision. The Elimination Period is **the lesser of 30 days per month for 6 month(s)** or if applicable, the period of Your continuous Total Disability preceding the date of death. The Elimination Period begins on the day that You meet the Definition of Total Disability under the Policy.

**Material and Substantial Duties** means job duties that:

- Are normally required for the performance of Your own or any occupation; *and*
- Cannot be reasonably omitted or modified.

**Regular Care** means:

- You are under the continuing care of and personally visit a Physician as frequently as is medically required according to standard medical practice, to effectively diagnose, manage and treat Your disabling condition(s); *and*
- You are receiving appropriate treatment and care of Your disabling condition(s) which conforms with standard medical practice by a Physician whose specialty and clinical experience is appropriate for Your disabling condition(s) according to standard medical practice.

**Totally Disabled and Total Disability** mean during the Elimination Period and thereafter because of an injury or illness, You meet **both** of the following:

- You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*

- You are receiving Regular Care from a Physician for that Injury or Illness.

The loss of professional license, occupational license or certification does not in itself mean You are Disabled. Loss of Your occupation due to economic factors such as, but not limited to recession, job elimination, pay cuts and job-sharing will not be considered.

You will not be considered to be Totally Disabled on any day that you meet the definition of Actively at Work.

### **Conversion During Waiver Application**

You may apply for an individual life insurance policy under the Conversion of Life Insurance provision of the Policy, and if Your insurance terminates before You fulfill the Elimination Period under this provision or You do not meet the Definition of Total Disability under this provision, You may retain the individual life insurance policy in accordance with that policy's provisions.

However, once You have met the conditions for Waiver of Premium You must surrender the individual life insurance policy in accordance with its terms and receive a refund of Your premium payments. You may not be insured simultaneously under both this Group Policy and an individual policy issued in accordance with the Conversion of Life Insurance provision.

### **Proof of Total Disability**

All Proof of Total Disability that We require must be given to Us at Our Administrative Office. The Proof must be satisfactory to Us.

We have the right to have You examined by a Physician of Our choosing at Our expense whenever reasonably necessary, but not more than once a year after two years of Total Disability.

### **Conditions**

1. We must receive initial Proof of Your Total Disability no later than 12 months after the date Your Total Disability began. This Proof must be satisfactory to Us.
2. If You die prior to submitting initial Proof of Your Total Disability as required in Condition 1., Proof that Your Total Disability continued until the date of Your death must be given to Us no later than 12 months after your death.
3. The insurance on Your life will be subject to any reductions in amount or termination of insurance included under the Group Policy as of the date You satisfy the Elimination Period which would have applied to You due to Your age if You were not Totally Disabled.
4. Any amount of insurance continued in force under this provision that becomes payable will be reduced as follows:
  - By any amount paid under the terms of the Conversion provision of the Group Policy because death occurred within the 31 day period in which You were entitled to apply for a policy of individual life insurance; *or*

- By any amount of insurance paid under a policy that was issued to You under the Conversion provision of the Group Policy after You became Totally Disabled, unless such policy was surrendered to Us without claim in exchange for a full refund of premiums paid under it.

### **Termination of Benefit**

Your insurance continued in force under this provision will terminate on the earliest of the following.

- The date on which You cease to be Totally Disabled; *or*
- Three months after the date We request further Proof that You are still Totally Disabled if such Proof is not received with this period. We may ask for further Proof as often as We may reasonably require; *or*
- The date of Your birthday at age 65;*or*
- The date You refuse to be examined by a Physician when requested; *or*
- The date on which You begin to receive retirement benefits which You are eligible to receive as a result of past employment with the Plan Sponsor or another employer whether or not the retirement benefits were funded in whole or in part by the Plan Sponsor or a previous employer or entirely by You. This also includes retirement under the federal, state, municipal, or association retirement plan.

After We determine that You are Totally Disabled, Waiver of Premium for Life Insurance will not be affected by:

- Termination or cancellation of the Policy by the Plan Sponsor; *or*
- Termination of Your employment; *or*
- Termination of Your insurance coverage under the Policy; *or*
- Any amendment that is effective after the date You are Totally Disabled.

### **Insurance after Cessation of Total Disability**

If Your insurance is continued in force under this provision and is then terminated because You cease to be Totally Disabled or fail to submit any Proof of Total Disability that is required by Us, one of the following events will occur.

- If the Policy is in force and You are in a Class of persons who may be insured under the Policy and You are Actively at Work, You will immediately become insured under the other terms of the Policy; *or*
- If the Policy is in force but either You are not in a Class of persons who may be insured under the Policy or You are not Actively at Work, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of Your employment; *or*
- If the Policy is not in force, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of the Policy.

The period that a conversion right will apply to as described in clauses 2 and 3 will be the 31 days following the date the insurance under this provision is terminated.

If Your insurance is continued in force under this provision and is then terminated because Your birthday at age 65 has occurred, You will be entitled to the same conversion rights to which You would have been entitled had Your insurance terminated because You are no longer an Insured under an eligible Class.

## **Accelerated Death Benefit for Optional Life**

The following Accelerated Death Benefit Provision applies to Your coverage for Optional Life Insurance:

The Accelerated Death Benefit provides that a portion of the Optional Life Insurance proceeds otherwise payable under the Policy as a result of death may be paid in advance under certain circumstances. Payment is made if You are diagnosed as having a Terminal Condition, subject to the terms of the Policy and this provision. All of the following conditions will apply:

- You, or Your legal representative must request in Writing to have this benefit paid while the insurance is in effect.
- We must be provided with the Written permission of Your irrevocable beneficiary or assignee for the life insurance proceeds otherwise payable under the Policy, prior to paying this benefit. If You live in a community property state, We must have Written permission of Your spouse.
- At the time of application, You must be under age 60.
- Premium payments must continue, and will be based on the reduced amount of Your insurance.
- We must receive Proof satisfactory to Us that You have been diagnosed as having a Terminal Condition.
- You must be living at the time this benefit is to be paid.
- Accelerated Benefits are payable only once with respect to any Insured.

**Terminal Condition** means a medical condition that a Physician expects to result in Your death within 12 months from the date of application for the Accelerated Benefit and from which You are not expected to recover.

The amount of life insurance otherwise payable on Your death in accordance with the other terms of the Policy will be reduced by the amount of this benefit. Such reduction will also apply to any amount You would otherwise be eligible to apply for under the Conversion provision.

If the life insurance applicable to You would otherwise reduce in accordance with the other terms of the Policy within 12 months of the date of application for this benefit, then

the benefit will be based on such reduced amount. If Your insurance would otherwise terminate within 12 months of the date of application for this benefit, then the Accelerated Death Benefit will not be paid.

Payment of this benefit does not guarantee that the full death benefit will eventually be paid. Insurance must still be in force under the Policy at the time of Your death for the remainder of the life insurance benefit to be paid. All limitations and exclusions under the Policy will still apply. Payment of the Accelerated Death benefit discharges Us of all liability under the Policy to the extent of the payment.

### **Amount of Benefit**

The Accelerated Death Benefit is an amount equal to the lesser of 75% of the amount of Optional Life Insurance to which You are entitled on the date You apply in Writing for this benefit, to a maximum benefit of \$250,000.

A lesser amount of Accelerated Benefit may be elected. However, the minimum Accelerated Death Benefit We will consider for payment is \$7,500.

Payment will be made in a lump sum to You. If You have received an Accelerated Benefit and then You recover from the qualifying condition, You will not be required to refund the benefit paid to You.

### **Exclusions**

No Accelerated Death Benefit will be payable if any of the following conditions are true:

- The Terminal Condition is directly or indirectly due to or associated with an intentional self-inflicted injury or suicide attempt whether committed while sane or insane.
- We have been notified that all or a portion of Your Life Benefits are to be paid to Your former spouse as part of a divorce agreement.
- The Terminal Condition is directly or indirectly due to or associated with Your committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- The Terminal Condition is directly or indirectly due to or associated with alcohol or drug abuse.

If the Accelerated Death Benefit election is forced by creditors or government agencies, We will honor it only to the extent required by law.

We reserve the right to have You examined by one or more Physicians of Our choice in connection with any claim for Accelerated Death Benefit. Such an examination will be done at Our expense. Final determination of eligibility will be made by Us.

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## **Portability of Insurance**

Insurance provided under this Benefit is not subject to the Waiver of Premium Benefit.

### **Benefit**

Portability of insurance is the continuation of some or all of Your and Your Insured Dependent's Optional Life Insurance coverage after termination of your employment while the Policy is in force. The premium for the Portable coverage will be determined by the Policy type, Your and Your Insured Dependent's risk classification, Our published rates in effect and Your Policy age at the time of application. Premium rates will increase annually on Your date of birth. You must pay the Premium for the Portable coverage directly to Us. You must apply for, and be eligible for, this coverage pursuant to the following terms of this provision.

Portable coverage is not available for Your Basic Life Insurance, Your Dependent's Basic Life Insurance coverage, or any Accidental Death and Dismemberment coverage.

### **Definitions for Portability provision:**

**Disability** for the purposes of this provision, means that You are unable to work and are unable to perform the substantial and material duties of any occupation for which You are qualified by education, training or experience.

**Group Portable Insurance Trust Policy** means the trust policy under which the Portable coverage is issued. Provisions of the Portable Insurance Trust Policy may differ from the provisions of Your Plan Sponsor's Group Policy.

**Period of grace** with respect to payment of each premium will be 31 days after the date on which it is due. The Portable coverage will remain in force during the Period of grace unless terminated in accordance with the Termination of Policy provision. In any event, premiums are payable for any period of grace during which the Portable coverage continues in force.

**Retirement Date** means the date You begin receiving retirement benefits which You are eligible to receive as a result of past employment, whether or not the retirement benefits were funded in whole or in part by a previous employer. This also includes retirement income from any federal, state, municipal or association plan, or under the 1983 United States Social Security Act, and any amendments thereto.

**Policy Age** means Your or Your Insured Dependent's age calculated by subtracting the year of Your or Your Insured Dependent's birth from the current year as of the date of Your or Your Insured Dependent's election.

**Portable Coverage** is the insurance coverage provided, if applicable, by the Group Portable Insurance Trust Policy.

## **Who May Become Insured**

You and Your Insured Dependents must satisfy all of the following conditions in order to elect Portable coverage:

- You and Your Insured Dependents were insured by Us for at least 12 months.
- Your and Your Insured Dependents Optional Life insurance provided by the other terms of the Policy has terminated due to termination of Your employment and prior to any termination of Your Class of coverage, the Policy, or Your employer's agreement with Us as outlined in the Policy.
- You and Your Insured Dependents are under 65 years of age.
- You did not terminate employment due to a Disability and You have not attained Your Retirement Date.
- Your Insured Dependents will also be allowed to apply for Portable coverage so long as You elect Portable coverage.

## **How and When Your and Your Insured Dependent's Insurance Will Continue**

You must elect by Written application to continue coverage under this provision and the Group Portable Insurance within the 31 day period immediately following the date on which You and Your Insured Dependent's insurance terminated.

If the premium and application are received by Us within this period, Portable coverage will take effect on the 32<sup>nd</sup> day immediately following the date of termination.

An application to become insured must be completed on a form approved for that purpose by Us. It must be received by Us at Our Administrative Office within the 31 day time period.

## **Amount of Portable Coverage**

Your amount of Portable coverage will be no more than 100% of the amount of Optional Life insurance in effect on the date You and Your Insured Dependents are eligible under this provision less any amount converted under the Conversion provision.

You and Your Insured Dependents may not increase or decrease the amount of Portable coverage after Your election.

The amount of insurance and benefits applicable to You and Your Insured Dependents will be shown on the coverage statement that We will issue to You.

No amount or type of coverage will be eligible to be continued under this Portability option unless such amount and type of coverage is elected on the initial Written application for Portable coverage. No amount or type of coverage may be included in the Portable coverage if You were not insured for the same amount and type of coverage at

the time Your employment or eligibility under the Policy terminated and You became eligible for Portable coverage.

### **Premium Rate Changes for Portable Coverage**

We may change premium rates for Portable coverage at any time for reasons which affect Our risk assumed, including but not limited to the following:

- Changes occur in the coverage levels.
- Changes occur in the overall use of benefits by all Insureds.
- Changes occur in other risk factors.
- A new law or change in existing law occurs which affects the risk assumed.

The change in premium rates will be made on a class basis according to Our underwriting risk assessments. We will notify You in Writing at least 31 days before a premium rate is changed.

### **Reductions**

Reductions in the amount of Portable coverage will occur in accordance with the Age Reductions outlined in this Certificate.

### **When Portable Coverage and Portable Coverage Eligibility Ends**

Any Portable coverage in effect, and all eligibility for new Portable coverage ends on the earliest date shown below:

- On the last day of the period for which premiums have been paid in accordance with the Period of grace.
- On the date on which the Insured requests, in Writing, to have the insurance terminated.
- On the date the Insured attains his or her Retirement Date.
- On the date of the Insured's 70<sup>th</sup> birthday.
- On the day before the Insured enters active full-time service in any naval, military or air force.
- On the date of the termination of the Group Portable Insurance Trust Policy.

In addition to the above, any Dependent's Portable coverage in effect, and all eligibility for new Dependent Portable coverage ends on the earliest date shown below:

- On the date on which You ask to have the insurance on Your Dependents terminated.
- On the date on which the Dependent's insurance under the Policy is no longer in force.
- When the Dependent ceases to be an Eligible Dependent as defined in the Group Portable Insurance Trust Policy.

- On termination of Your insurance under the Group Portable Insurance Trust Policy.
- Upon Your death.

You and Your Insured Dependent's legal representative must notify Us in Writing within 31 days after the date on which an event described above occurs.

Portable coverage that has been terminated cannot be reinstated. You and Your Insured Dependent may have the right to convert his or her Life Insurance coverage as described in the Group Portable Insurance Trust Policy.

If You elect Portable coverage and You again become an Eligible Employee of the Plan Sponsor, Your and Your Insured Dependent's Portable coverage will end when You become eligible under the Plan Sponsor's Group Policy.

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## **Conversion of Life Insurance**

### **Who May Convert**

You will have the right to have Us issue to You an individual life insurance policy without submitting Proof of Insurability if all or part of Your insurance under the Group Policy terminates for any of the following reasons:

1. Your employment terminates while the Group Policy is in force.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates. You must have been insured under the Group Policy for at least 5 years.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. You must have been insured under the Group Policy for at least 5 years.

The policy will only be issued to You if You make a Written application to Us and the first premium due for the policy is received at Our Administrative Office within 31 days of such termination or benefit reduction. This 31 day period is the conversion period. The policy will not take effect until the end of the conversion period.

If You should die during the 31 day conversion period, and prior to becoming insured under a policy again, an amount of insurance equal to the maximum amount for which You were entitled to convert will be paid as a death benefit.

The premium for the individual policy will be determined by the policy type, the risk classification to which You belong, Our published rates in effect and Your age at the time of conversion as determined from the date of Your last birthday.

### **Individual Policies Available**

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

### **Limits on the Amount of Individual Life Insurance That May Be Obtained**

The amount of insurance You may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.
2. If You ceased to be insured because of reason 1 or 2 shown in the *Who May Convert* section of this provision, it may not be more than the amount of insurance that has been terminated, reduced by any amount of life insurance for which You may be or may become entitled under this or any group insurance policy within the conversion period.

3. It may not exceed the amount of insurance that has been terminated less any applicable age reductions under the Group Policy.
4. If You ceased to be insured because of reason 3 or 4 shown in the *Who May Convert* section of this provision, it may not be more than the smaller of the following amounts:
  - a. The amount of insurance that applied to You at the time it terminated, reduced by any amount of life insurance for which You may be or may become entitled to under any group insurance policy within the conversion period.
  - b. \$2,000.
5. It may not, in any event, exceed the maximum amount of insurance You are eligible to convert as stated in clause 2 or 4 above reduced by any amount of life insurance currently in force and previously converted under the Policy.

### **Notice of Conversion Right**

The Plan Sponsor is required to give You Written notice of Your right to convert without submitting Proof of Insurability. If the Insured is not given notice of the existence of the right at least 15 days prior to the expiration date of the 31 day conversion period, then the Insured will have 15 days after the notice is given by the Plan Sponsor to exercise the right to convert. The additional period shall not extend beyond 60 days after the expiration date of the 31 day conversion period. Written notice presented to You or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

## **Conversion of Dependent's Life Insurance**

### **Who May Convert**

If Your Dependent ceases to be insured under the Dependent's Insurance provision of the Group Policy, he will have the right to buy an individual life insurance policy without submitting Proof of Insurability if all or part of his insurance terminates for any of the following reasons:

1. Your employment terminates.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates. Your Dependent must have been insured under the Policy for at least 5 years.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. Your Dependent must have been insured under the Policy for at least 5 years.
5. Your death.
6. Your Dependent ceases to be a Dependent as defined under Eligible Dependents.
7. You become subject to the terms of the Waiver of Premium provision.

The policy will be issued to Your Dependent only if a Written application and first premium due for the policy are received by Us at Our Administrative Office within 31 days of such termination or benefit reduction.

The 31 day period is the conversion period. The individual policy will not take effect until the end of this conversion period.

If Your Dependent should die during the 31 day conversion period, and prior to becoming insured under a policy again, the amount of insurance for which the Dependent was entitled to convert will be paid as a death benefit.

The premium for the individual policy will be determined by the policy type and amount, Dependent's risk classification, Our published rates in effect and the Eligible Dependent's age at the time of conversion as determined from the date of the Eligible Dependent's last birthday.

### **Individual Policies Available**

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

### **Limits on the Amount of Individual Life Insurance That May Be Obtained**

The amount of insurance that the Dependent may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.
2. If the Dependent ceased to be insured because of reason 1, 2, 5, 6 or 7 shown in the *Who May Convert* section, it may not be more than the amount of insurance that has been terminated.
3. If the Dependent ceased to be insured because of reason 3 or 4 shown in the *Who May Convert* section, it may not be more than the smaller of the following amounts.
  - a. The amount of insurance that applied to the Dependent at the time it terminated, reduced by any amount of life insurance for which the Dependent may be or may become entitled under this or any group insurance policy within the conversion period.
  - b. \$2,000
4. It may not, in any event, exceed the maximum amount of insurance the Dependent is eligible to convert as stated in clause 2 or 3 above reduced by any amount of life insurance currently in force and previously converted under the Group Policy.

**Notice of Conversion Right**

The Plan Sponsor is required to give an Insured Written notice of the right to convert without submitting Proof of Insurability. If the Insured is not given notice of the existence of the right at least 15 days prior to the expiration date of the 31 day conversion period, then the Insured will have 15 days after the notice is given by the Plan Sponsor to exercise the right to convert. The additional period shall not extend beyond 60 days after the expiration date of the 31 day conversion period. Written notice presented to the Insured or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

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## General Provisions

### Assignment

As part of Your estate plan, you may wish to assign ownership of any death benefits to someone else. The Policy allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance, and (c) any Accidental death insurance under the Policy. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

No assignment of rights, title, interest and incidents, of ownership will be binding on Us unless and until the original of the form documenting the assignment, or a true copy of it is received and acknowledged by Us at our Administrative Office.

We will have no responsibility:

- for the validity or effect of any assignment: *or*
- to provide any assignee with notices which We may be obligated to provide to You.

### Currency

All payments made to or by Us will be made in United States dollars.

### Class Membership

Insured's may be covered under only one Class at any time.

### Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your claim or contest the validity of Your insurance unless:

- Your insurance would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a written instrument Signed by You; *and*
- We give You or Your Dependents a copy of the written instrument that contains Your misrepresentation.

## **Incontestability**

We will not use misrepresentations made by an Insured in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime, unless the misrepresentations are fraudulent. This section does not prevent Us from using at any time a defense based on

- non-payment of premium; *or*
- any other provision of the Policy; *or*
- any other defense that is allowed by law.

## **Misstatement of Age or Other Facts**

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

In addition, the life insurance premium rate will be adjusted so that the premium paid would have been correct for Your or Your Spouse's actual age. We may make this change back to the date coverage became effective based on the misstated information.

## **Errors**

You must be properly Insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become Insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by an Insured or Insured's representative or beneficiary, or the Plan Sponsor.

## **Agency**

The Plan Sponsor or employer and any administrator appointed by the Plan Sponsor or employer shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

## **Changes to Policy**

The Policy may be amended at any time by written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be in Writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of the President, a Vice President, or Secretary of Our company.

If a person who is otherwise eligible for insurance is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduces the

amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if the Policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his insurance during that same continuous period of Disability.

**Enforcement of Policy Terms**

If at any time We do not enforce a provision of the Policy, We will still retain Our right to enforce that provision at Our option after providing notice.

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## **Claims and Payment Provisions**

### **How to Claim Benefits**

Due written Proof of claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

### **Notice of Claim**

Notice of a claim must be given within 90 days after a covered Loss starts. If this is not reasonably possible, notice must be given as soon as it becomes reasonably possible. Reference to a “loss” in this provision, and the provisions below, means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

For a Waiver of Premium claim for loss due to disability, You must notify Us immediately if You return to work in any capacity.

### **Claim Forms**

When We receive the notice of claim, We will send the Claimant forms for filing Proof of Loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 days, the Claimant will meet the Proof of Loss requirements by giving Us a Written statement of the nature and extent of the Loss within the time limit stated in the Proof of Loss section.

### **Proof of Loss**

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it is was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished within 2 years of the specified time.

### **Filing Claim Forms**

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Claimants should be sure to fully complete the forms. Incomplete forms may delay the processing of the claim.

### **Time Of Payment of Claim**

Indemnities payable under the Policy for any Loss will be paid as they accrue immediately upon receipt of due Written Proof of Loss.

## **Payment of Claims**

Any covered benefit for Your Loss of life will be payable in accordance with Your Written beneficiary designation, subject to the Policy's provisions and applicable law. Covered benefits for all other Losses are payable to You.

## **Beneficiary Provisions**

### **Designated Beneficiary Provision**

The beneficiary is the person or persons You designate to receive any benefit payable because of Your death. The designation must be made in a Written statement on a form approved by Us.

You may change beneficiaries at any time, subject to applicable law. To do so, You must provide a Written statement on a new form.

Any designation or change of beneficiary will be effective on the date of its execution, regardless of whether or not You are living at the time it is given to Us. In the event You die before any designation or change is recorded, any death benefit We may have already paid will be deducted from the amount payable to a newly named beneficiary. A beneficiary may not be changed by a Power of Attorney.

If You designate more than one person to share any death benefit, You should specify on the form how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before You do.

### **Alternate Payment Beneficiary Provision**

The interest of a beneficiary who dies before You will accrue to the surviving beneficiaries. However, if for all or part of Your insurance, no beneficiary has been properly designated in accordance with the Policy provisions and applicable law, the amount of Your insurance for which there is no beneficiary will be payable in equal shares to the first of the following categories of surviving beneficiaries:

- Legal Spouse;
- Natural and legally adopted children;
- Mother and Father;
- Brother and Sister;
- Estate.

If the Insured and the beneficiary die from the same accident, and the order of deaths cannot be determined, We will pay the benefit as though the Insured survived the beneficiary.

## **Release for Payment**

It may be that one or more persons have incurred expenses for an Insured's fatal condition or burial. If, in Our judgment this is true, We may apply part of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then, the beneficiary for the payment will receive only the unpaid balance of the death benefit.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to execute a valid release for payment. If a payee is unable to execute a valid release, We may:

- Pay any providers on whose charges the claim is based toward satisfaction of those charges; or
- Pay any person or institution that has assumed custody and principal support of the payee. This will not be done, though, after claim is made by the payee's duly appointed legal representative.

If the payee dies while any accrued benefits remain unpaid, We may pay any provider on whose charges the claim is based toward satisfaction of those charges. Then, any benefits that still remain unpaid can be paid to anyone related to You by blood or marriage.

The payments under this Release for Payment provision may be made at Our discretion, subject to applicable law, and will not exceed a total of \$500. We will be discharged to the extent of any payments made in good faith under this provision.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the legally appointed guardian of the person's estate.

## **Physical Examinations**

We shall have the right and opportunity to have any Insured person whose Injury or Illness is the basis of a claim undergo an Independent Medical Exam. This may be done when and as often as We may reasonably require. If the person has died, We may require an autopsy, unless it is prohibited by law. Such examination or autopsy will be at Our expense.

### **Proof of Continuing Disability for Waiver of Premium**

From time to time You must give Proof satisfactory to Us at Your expense that You are still Disabled. We will ask You for this Proof at reasonable intervals. We will stop Waiver of Premium Benefits if You do not give Proof satisfactory to Us that You are still Totally Disabled. We may require You to provide Us with the name and address for any Hospital, health facility or institution where You received treatment, including all attending physicians, and to give us Your Written authorization to obtain additional medical information, including but not limited to complete copies of medical records. We may investigate Your claim at any time.

### **Proof of Financial Loss**

For any benefit which is based upon determination of a person's financial loss, We shall have the right to require Written Proof of financial loss. This includes, but is not limited to:

- statements of income;
- tax returns, tax statements, and accountants' statements; *and*
- any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of financial loss being satisfactory to Us.

### **Legal Actions**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 2 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

### **Reconsideration of a Denied Claim**

#### **Claims for benefits other than Waiver of Premium**

If You or Your beneficiary's claim for benefits is totally or partially denied, We will provide a Written notice. The notice will give the reasons for denial. If a Claimant does not agree with the reasons given, the Claimant may request reconsideration of the claim.

To do so, the Claimant must write to Us within the 60 days after receipt of the notice of denial. The Claimant should indicate why he believes the claim was improperly denied, and include any additional information, data, questions or comments which he or she thinks are appropriate. Unless We request additional information, the Claimant will be advised of Our decision within 60 days after the Written request for reconsideration is received.

Our name and address for correspondence regarding claims appear in this Certificate. Our name and address will also be on the initial notice of denial and any subsequent correspondence from Us.

### **Claims for Waiver of Premium**

A decision for a Waiver of Premium claim will be made by Us within 45 days of the date the claim is filed.

Under special circumstances, this decision may take up to another 60 days. You will be notified and the reason for the delay will be explained to You. The decision will be sent to You in Writing.

If You do not understand Our decision or You are not satisfied with it, You may request a review of the denied claim within 180 days of receipt of Written notice that Your claim has been denied. You may also review the pertinent documents and submit comments in Writing.

A decision must be made within 45 days after the request for review is made, unless circumstances of the claim require an extension, in which event the decision will be made as soon as possible, but not longer than 90 days after the request for review is made.

The decision will be in Writing and will include the reasons for the decision with reference to those Policy provisions on which it is based.

### **Discretionary Authority for Benefit Determination**

We will make the final decision on claims for benefits under the Policy. When making a benefit determination, We will have discretionary authority to interpret the terms and provisions of the Policy. This discretionary authority should not be construed to limit the legal action that may be taken by an Insured or beneficiary in accordance with the Legal Actions provision of the Policy, and any applicable state or federal law.

### **Release of Information**

You and Your Dependent(s) agree that We may request, and anyone may give to Us, any information, (including copies of records) about an Insured's Illness or Injury for which benefits are claimed and that We may give similar information if request to anyone providing similar benefits to an Insured.

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## **Section II. Value Added Services**

**Note:** The following additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

### **Resource Advisor**

#### **The help you need-when you need it most**

**Get 24/7 support, advice and resources. Call Resource Advisor toll free at 1-888-209-7840 and ask for Resource Advisor**

**Or go online: [www.ResourceAdvisor.GreaterGeorgiaLife.com](http://www.ResourceAdvisor.GreaterGeorgiaLife.com). Then, log in with the program name: GGLResourceAdvisor.**

Imagine having a counselor, a lawyer and a financial consultant on call whenever you need them. Actually, you don't have to imagine it because with Resource Advisor, you already do. And, it's included with your group life and/or disability plan at no extra cost.

Best of all, with Resource Advisor, you get resources you can use right away and when you have a claim.

#### **Counseling**

You and your family can call the Resource Advisor toll-free number to speak to a counselor at any time, day or night. And they can set up face-to-face or online counseling with a local licensed professional, such as a psychologist or social worker. You and your family members can get up to three counseling sessions, face-to-face or online using LiveHealth Online, for each concern, like job stress or family issues.

#### **Legal**

Contacting a lawyer can be intimidating. Resource Advisor helps take the intimidation factor out of it. With a call to the toll-free number, you can get a consultation with an attorney at no charge. If you want to meet with an attorney in person, the legal consultant can set up an appointment. And you can even get a discount on the visit.

Everyone needs a will but many people skip this important task because they don't have access to information they need. But Resource Advisor can help. Log onto the Resource Advisor website and access an interactive tool that guides you through questions and answers about your situation and then creates a will just for you.

Resource Advisor also has an online library of over 100 legal forms to help in situations like creating a power of attorney or a bill of sale.

## **Financial planning**

You can also count on help managing your personal finances. Call Resource Advisor to set up one-on-one financial counseling with a certified professional financial planner. They can help with issues like planning for retirement, saving for a child's education and more. You can get help for each concern.

## **Identity theft victim recovery services**

If your identity is stolen, it can take months to sort everything out. You don't have to go through it alone. Resource Advisor is here to help with just a phone call. You can count on a fraud resolution specialist who will be your personal advocate for one year. The specialist will work with creditors, collection agencies, collection law firms and credit reporting agencies even for medical identity theft. Identity fraud and recovery services are unlimited. So no matter how many times your ID is compromised, you can get credit report reviews and place fraud alerts on credit reports and with creditors. And, you can sign up for ID monitoring even if you haven't had your identity stolen.

## **Online tools to help with life's issues**

The Resource Advisor website has resources to help with different parts of life, such as parenting, aging, work/life balance, healthy living, working and more. There's even information about planning a funeral, coping with grief and loss, child care and more.

## **Beneficiary support services**

Losing a loved one can be overwhelming. With Beneficiary Companion,\* beneficiaries of your group life coverage will have the help they need to settle the estate. With one phone call to Beneficiary Companion, they'll get help finding accounts and closing them, letting creditors and government agencies know, and even getting copies of the death certificate. Beneficiaries will be able to get counseling, legal consultation and financial counseling for six months.

Beneficiaries can also order copies of *The Healing Book: Facing the Death and Celebrating the Life- of Someone You Love* for children affected by a loss at no extra charge from the Resource Advisor website. This book encourages children to ask questions, express their feelings and share memories of their loved one.

**Note about eligibility: This program is for employees. All benefits end at retirement.**

\*Beneficiary Companion services are provided by Generali Global Assistance, Inc.

## **Save money with SpecialOffers Discounts**

Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers, you can receive discounts on products and services that help promote better health and wellbeing. And, there's no extra cost to you. SpecialOffers is just one of the perks of being a member.

To find discounts available to you, log in to [www.bcbsga.com](http://www.bcbsga.com) and select Discounts tab to see details on discounts in categories like Family & Home, Fitness & Health, Medicine & Treatment, Vision, Hearing & Dental.

## **Travel Assistance**

**No matter where you are, help is with you**

**For travel emergency assistance services, call the appropriate number below depending on your location:**

<b>US and Canada:</b>	<b>1-866-295-4890</b>
<b>Other locations (call collect):</b>	<b>1-202-296-7482</b>

**For more details, go online to [greatergeoriaglife.com](http://greatergeoriaglife.com).**

When getting ready to travel, most people remember to pack comfy shoes for all the walking they plan to do, a sweater in case it gets chilly and a guide book to find the tourist spots. But what do you do when an unexpected medical emergency happens? No worries. That's already "packed" into your group term life insurance.

We've teamed up with Generali Global Assistance, Inc. (GGA) to help provide a safety net if you or your dependents have an emergency away from home. Through our travel assistance services, you'll have peace of mind knowing you'll be able to get help if you need it while traveling more than 100 miles from home for 90 days or less (unless you're a full-time student). And since it's already part of your group term life insurance, one phone call can help with your travel needs.

### **24/7 help is just a phone call away**

Travel assistance is available 24 hours a day through the Generali Global Assistance, Inc. Coordination Center, which can offer help in many languages.

With travel assistance, you have access to:

- Emergency medical help, such as finding doctors, dentists and health care providers or getting and paying for medical evacuation. All services and transportation must be arranged in advance by GGA.
- Travel services, including getting and sending emergency messages, as well as emergency cash advances.
- Pre-departure information, such as immunization (shots) and passport needs, and travel alerts.

### **How does Generali Global Assistance, Inc. travel assistance work?**

If you have a life-threatening emergency while traveling, call the local emergency authorities to get help right away. Then, as soon as possible, contact GGA for help. Call the number shown above with any health, personal or travel needs. GGA will take it from there and closely monitor things to see you get the care you need.

Keep in mind that all services must be coordinated and arranged by GGA to be covered.

### **Some things to remember**

- You can get travel assistance when you're more than 100 miles away from home for 90 days or less
- All services, including medical transport, must be arranged in advance by Generali Global Assistance, Inc.
- You may have to pay fees for certain other services GGA provides, such as cash advances

## **Here are just some of the things you can count on**

GGA can help you with when you're traveling:

- Medical referrals and case reviews: Get help finding doctors, dentists and health care facilities. Professional case managers, including doctors and nurses, will help make sure you get the right care or decide if you need to be moved. Your medical coverage may cover you overseas, but you may have to find a way to pay for medical services you get. In most cases, GGA can provide the necessary payment guarantee, saving you from having to come up with cash to pay out of pocket, but you must provide a repayment guarantee.
- Medical evacuation/return home: If a doctor chosen by EA decides you should be taken to a different health care facility or go back home for treatment, EA will arrange that. EA will also pay for it, up to the program limit of \$1million for each medical incident (all services combined).
- Traveling companion assistance: If someone traveling with you can't continue to do that because of your medical emergency, EA will arrange to get him or her home. EA will also pay up to \$5,000 for the most direct route home on economy class airfare.
- Help with dependent children: If your dependent under the age of 26 is left alone because you're in the hospital, EA will set up and pay for transportation home by the most direct route on economy class airfare, up to \$5,000. EA will also get and pay for a qualified escort, if needed.
- Visit by family member/friend: If you're alone and will be in the hospital seven days in a row, EA will arrange and pay up to \$5,000 to get one member of your immediate family, or one friend, from his or her home to the hospital. EA will also pay up to \$150 each day for meals and a place to stay for that person for up to five days.
- Bringing your remains home if you pass away, up to \$10,000.
  - Returning your personal vehicle in an emergency.
- Returning your pet in an emergency. If you're traveling with your pet and it's left alone because you're in the hospital or pass away, EA will arrange and pay for your pet's return home.
- Replacing medicine and eyeglasses, and finding lost items.(You must pay the full cost.)
- Emergency messages: Give messages to and get them from friends, family members and people you work with.
- Emergency travel arrangements, cash and legal help/bail: EA will advance up to \$5,000 in an emergency, as long as you provide a guarantee of payment and pay any transfer or delivery fees. Legal help and bail require you to provide a guarantee of payment for the bail bond fees and pay the attorney fees. For emergency travel arrangements, you will have to provide a payment/credit card guarantee for all tickets, hotel and rentals.
- Interpretation/translations: EA will help by phone in all major languages or refer you to a service that interprets and translates documents in writing.

- Help finding lost luggage, documents and personal items.
- Help before you travel: Find out about things like:
  - Visa requirements
  - Passports and immunization (shots) requirements
  - Cultural information
  - Weather conditions
  - Finding an embassy or consulate
  - Foreign exchange rates
  - Travel advisories (warnings)

**Valid only for eligible members.**

**Retirees are not eligible for travel assistance services.**

**Greater Georgia Life Insurance Company**

**Administrative Office**

**P.O. Box 182361**

**Columbus, Ohio 43218-2361**

**1 (614) 436-0688**

**1 (800) 551-7265**