



DENTAL · VISION · LIFE · DISABILITY

**YEARLY RENEWABLE  
GROUP TERM LIFE INSURANCE  
ACCELERATED DEATH BENEFIT  
NON-PARTICIPATING POLICY  
NON-CONTRIBUTORY**

**Renaissance Life & Health Insurance Company of New York**  
2 Court St., Suite 102, Binghamton, NY 13901

**POLICYHOLDER:** GREATER JOHNSTOWN SCHOOL DISTRICT

**GROUP NUMBER:** G000045498-00001

**POLICY NUMBER:** LINY45498

**POLICY EFFECTIVE DATE:** JULY 1, 2019

**POLICY ANNIVERSARY DATE:** JULY 1 OF EACH YEAR

**STATE OF POLICY ISSUE:** NEW YORK

**POLICY INSURED BY:** Renaissance Life & Health Insurance Company of New York will be referred to as the "the Company," "We," "Us," and "Our."

Renaissance Life & Health Insurance Company of New York has issued a policy of Group Term Life insurance (referred to as the "Policy") to the Policyholder. We will provide the benefits under this Policy in consideration of the application and Premium. We make this promise subject to all of the provisions of this Policy.

All provisions on this and the following pages are a part of the Policy. We have used initial capital letters throughout the Policy to denote defined terms and provision titles from the "Plan Highlights" section of the Certificate of Coverage that forms the Employee section of the Policy. We hope this will help You better understand the language and meaning of the Policy's provisions.

Read this Policy carefully and contact Us promptly if You have questions. This Policy is delivered in and is governed by the laws of the State of New York and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. The Policy has been approved under the authority of the New York Department of Financial Services. Any provision of the Policy that on the provision's effective date is in conflict with New York Department of Financial Service's standards for Group Term Life insurance in effect on the date of the Department's approval of the Policy is hereby amended to conform to such standards as of the provision's effective date.

This Policy is issued at the Home Office of Renaissance Life & Health Insurance Company of New York in Binghamton, New York, on the 26th day of July 2019 (the "Issue Date").

Signed by the Company:

Secretary

President

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## **INTRODUCTION**

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This Policy includes two sections:

- The Employer section; and
- The Employee section referred to as the "Certificate of Coverage" (the "Certificate").

We will provide to the Policyholder a Certificate of Coverage that details the benefits of the Employee's insurance coverage and that indicates to whom benefits under the Policy are payable. Both sections together form the Policy and include all of the benefits available under a Plan. The Policyholder will distribute the Certificate or otherwise make the Certificate available in an easily accessible manner for all persons covered under the Policy.

Whenever We use the terms "You" or "Your" in the Employer section, We mean the Policyholder. Whenever We use the term "Insured Person" in the Employer section, We mean an Employee and/or Dependent covered under a Plan. Whenever We use the term "Plan," We mean a plan of benefits or a line of coverage under the Policy.

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**POLICY DETAILS**

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These are details concerning Your Policy.

**Policy Effective Date:** July 1, 2019

**Policyholder:** Greater Johnstown School District

**Divisions, Subsidiaries or Affiliated Companies Include:**

Name: None

Location: None

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**SCHEDULE OF PREMIUM RATES – LIFE INSURANCE**

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**INITIAL MONTHLY PREMIUM RATES****RATES FOR ALL CLASSES****EMPLOYEE TERM LIFE INSURANCE**

	<u>Rate</u>
Basic Employee Term Life Insurance, per \$1,000 of insurance	1.14

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**SCHEDULE OF PREMIUM RATES – ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE**

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**INITIAL MONTHLY PREMIUM RATES****RATES FOR ALL CLASSES****EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE**

	<u>Rate</u>
Basic Employee AD&D Insurance, per \$1,000 of insurance	.03

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**PREMIUM RATE GUARANTEE AND RATE CHANGES**

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Subject to the payment of all applicable Premiums:

We will not increase the Premium rates for any coverage provided by this Policy prior to 12 months from the effective date shown below, unless during this 12 month period:

1. This Policy is amended to change the eligibility requirements and/or benefits;
2. The number of insured Employees changes by 20% or more;
3. The number of insured Employees drops below 10;
4. A subsidiary or affiliate of the Policyholder is added to this Policy; or
5. A new law or regulation, a change in any existing law or regulation, a court decision, or a change in the interpretation of a law or regulation which affects this Policy, is enacted or adopted.

If any event listed above does occur, then We reserve the right, at Our sole discretion, to change the Premium rates at any time after such event occurs. We shall give written notice to the Policyholder at least 31 days in advance of any such change in Premium rates and on any other date agreed to by Us and You. After a Premium rate change has been made, any subsequent Premium rate changes shall be made in accordance with the provisions of this Policy and this Premium rate guarantee will be of no further force or effect.

Whether or not any of these events occur, We reserve the right, at Our sole discretion, to change the Premium rate at the end of such 12 month period. We shall give written notice to the Policyholder at least 31 days in advance of any such change in Premium rates and on any other date agreed to by Us and You. The new Premium rate will apply only to Premiums due on or after the rate change takes effect. We may use any reasonable method to compute Premiums due under the Policy.

The effective date of this Premium rate guarantee is July 1, 2019.

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## **PREMIUM DETAILS**

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### **WHEN DO YOU MAKE PREMIUM PAYMENTS?**

Premium payments are due to Us at Our Home Office located at 2 Court Street, Suite 102, Binghamton, NY 13901, on the Plan Effective Date, and the first day of each subsequent Premium due date after the Plan Effective Date that is indicated on your Premium billing statement. We must receive all Premiums on or before the date the Premium is due, subject to the Grace Period provision. You must pay Premium in United States dollars. The Premium due on any Premium due date is determined by the total amount of insurance provided by the Policy on such date, multiplied by the appropriate Premium rate(s) which are in effect subject to any Premium adjustment, if applicable.

Premium charges for new Employees or for increases in insurance amounts will begin on the first day of the policy month following the increase. Premium charges for terminated persons will continue through the end of the policy month in which the termination occurred. Premium decreases for reductions in insurance amounts will begin, on the first day of the policy month after the premium decrease occurred. This method of charging premium will neither commence any insurance after the date it would otherwise begin nor extend any insurance coverage beyond the date it would otherwise terminate pursuant to the applicable effective date or termination provisions of this Policy.

### **WHEN ARE YOU REQUIRED TO REPORT PREMIUM CHANGES?**

If Employee status changes occur during a month, then you must report the changes by the next Premium due date following the change. Any Premium increase or decrease will become due at this same time, but will not be pro-rated daily.

If you pay Premium on other than a monthly basis, changes in Premiums will result in a monthly pro-rated adjustment on the next Premium due date.

If appropriate, We will make adjustments to rectify any Premium overpayment or underpayment made to Us. However, in no event will an adjustment for overpayment or underpayment be made for a period of more than 12 months.

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## **EMPLOYER PROVISIONS**

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### **WHAT INFORMATION DO WE REQUIRE OF YOU?**

You must give Us the following whenever there are changes to the information We have in our records:

- Information about your Employees:
  - Who are eligible to become insured;
  - Whose amounts of coverage changed, including salary increase and decrease information; and

- Whose coverage ends.
- Occupational information and any other information that We may reasonably require.

You may add Employees as they become eligible in accordance with the terms of the Policy.

Your records that We believe have a bearing on coverage under the Policy must be made available for Our review at any reasonable time.

**Records:** Insurance records will be kept to show, as to each person insured, all the data We need to administer this Policy. Such records will be set up and kept by Us, based on the information provided to Us; or, if the Policyholder and We so agree, by the Policyholder or a third party administrator designated by the Policyholder or by Us. The Policyholder, or its designated third party administrator, will furnish to Us, at Our request, the data We need to administer the insurance and determine the Premiums under this Policy. The data is to be furnished: (a) On Our forms; or (b) On forms approved by Us.

The Policyholder must not enroll any individual before he or she is eligible for coverage. Payment of Premium for an ineligible individual will not cause coverage to be effective under this Policy.

We have the right, at all reasonable times, to inspect the payroll and other records of the Policyholder that relate to coverage under this Policy. Despite Our right to inspect records, Our responsibility is to administer this Policy based solely on the information We receive from the Policyholder, and We are entitled to rely on that information as accurate.

**WHAT IF THERE IS A CLERICAL ERROR?**

Clerical errors or omissions by you, an Employee, or Us will not:

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

**WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED OR CHANGED?**

Either you or We may cancel this Policy or a Plan under this Policy, subject to the terms and conditions set forth below.

**TERMINATION OR CHANGE OF POLICY:**

1. We may terminate this Policy for non-payment of Premium as set forth in the “Grace Period” provision.
2. By giving advance written notice to the Policyholder of at least 60 days, We may terminate or change this Policy on any Premium due date for the following reasons:
  - a. The Policyholder does not promptly provide Us with information that is reasonably required; or
  - b. The Policyholder fails to perform any of its obligations that relate to this Policy.
3. By giving advance written notice to the Policyholder of at least 60 days, We may terminate or change this Policy on the Policy Anniversary Date for any reason, including but not limited to the following reasons:
  - a. For Non-Contributory Insurance, there is less than 100% eligible Employee participation;
  - b. For Contributory Insurance, there is less than 75% eligible Employee participation; or
  - c. Fewer than 10 Employees are insured under this Policy.
4. Provided We receive at least a 31-day advance written notice, the Policyholder may terminate this Policy. In this case, the Policy will end on the later of:
  - a. The date stated in the written notice; or
  - b. The date that is 31 days after We receive the written notice;

Written notice of termination shall be given to all Certificate Holders by the Policyholder as soon as reasonably possible. The written notice shall include information regarding Certificate holder rights to conversion and other rights, if any, as provided in the Certificate. If notice of the conversion right is not given on a timely basis, the

Certificate Holders right to convert shall be extended as described in the conversion provisions of the Certificate. If the Policy ends, all premiums due shall be paid.

Unless otherwise set forth in this Policy, We have the right on any Premium due date to change the Premium rates for the insurance under this Policy. Policyholder is responsible for notifying Employees of changes in the Premium rates for coverage under this Policy.

Written agreement from the Policyholder will be obtained for any change to the Policy or Certificate that affects the rights and benefits of any Insured Person or Beneficiary. The consent of an Employee or other person referred to in this Policy is not required to terminate, amend, modify or change this Policy.

If We accept Premium after Policy termination date, such acceptance shall not act to reinstate the Policy. We shall refund any unearned Premium.

This Policy may be changed in whole or in part. Only an officer of Ours can approve a change. The approval must be in writing and endorsed on or attached to this Policy. Any rider, endorsement or amendment added to the Policy after the date of issue that diminishes rights, benefits or coverage in the Policy shall require signed acceptance by the Policyholder. A copy of the rider, endorsement or amendment will be provided to the Certificate Holder for attachment to the Certificate if the change affects the Certificate. A rider, endorsement or amendment shall not affect the insurance provided under the Certificate until the effective date of the change, unless retroactivity is required by the State of New York. No other person, including any agent, may change this Policy or waive any part of it. We shall only make changes that are consistent with New York standards.

You must give Us advance notice of a request to change the Policy or a Plan under the Policy. At any time, We may change any or all of the Policy's provisions by mutual agreement with You.

**TERM OF COVERAGE; RENEWAL OF POLICY:** This Policy is issued for an initial term of coverage starting on the Policy Effective Date shown on the first page of this Policy and ending on the next following Policy Anniversary Date. Provided that Premiums have been paid in full to the Policy Anniversary Date, this Policy may be renewed on each Policy Anniversary Date for a successive one-year renewal period, subject to all of the provisions of this Policy, including our right to terminate this Policy as set herein.

#### **DOES A GRACE PERIOD APPLY FOR PREMIUM PAYMENT?**

You must pay the Premium on or before the date the Premium is due or during the 31 day Grace Period.

**Grace Period:** means a 31 day period of time following the Premium due date, except for the first Premium, during which the Policy will be continued in force and Premium payment may be made.

If you do not pay the Premium by the date Premium is due, We will give you written notification that if you do not pay the Premium by the end of the Grace Period, this Policy will terminate automatically on the last day of the Grace Period. If We fail to give you such written notice, the Policy will continue in effect until the date such written notice is provided. You are responsible for paying Premium for coverage in effect during the Grace Period, or for the payment of pro rata Premium if the Policy is in force for less than the full Grace Period. You must pay Us all Premium due for the full period each Plan is in effect. The Policy shall stay in effect during the Grace Period, unless the Policyholder has given Us advance written notice of intent to end insurance under this Policy in accordance with the terms of the Policy, as required. If You replace this Policy with another group policy but do not give Us written notice of intent to end this Policy, the Grace Period provisions of the Policy and Certificate will apply as required.

If We accept Premium for the period after the date the Policy ends, such acceptance does not reinstate the Policy. We will refund any unearned Premium as soon as reasonably possible, but in no event more than 30 days following receipt of the unearned Premium.

#### **WHAT CONSTITUTES THE ENTIRE CONTRACT?**

This Policy is a contract between the Policyholder and Us. The contract consists of:

- All Policy provisions and any amendments and/or attachments issued;

- The Policyholder's application;
- Employees' signed applications and Evidence of Insurability forms, if any; and
- The Certificate.

**WHAT ARE THE TIME PERIODS USED IN THE POLICY?**

All time periods described in the Policy begin at 12:01 A.M. and end at 12:00 midnight, local time, at the Policyholder's place of business in the state where the Policy is issued. When used with regard to effective dates, it means 12:01 A.M. When used with regard to termination dates, it means 12:00 midnight.

**WHAT IS THE INCONTESTABILITY PERIOD FOR THE POLICY?**

Any statement made by the Policyholder to obtain insurance is a representation and not a warranty. The validity of this Policy shall not be disputed after the Policy has been in effect for two years from the Policy Effective Date, except in situations when Premium has not been paid.

Disputing the validity of this Policy shall be prohibited if statements made by the Policyholder in applying for this Policy are not material to the risk accepted and do not appear in a written application made a part of the Policy and signed by the person making the statement.

**WHAT ARE THE ADMINISTRATION RESPONSIBILITIES?**

**POLICYHOLDER RESPONSIBILITIES**

Distribute Certificates and other coverage information provided by Us to Employees;

1. Maintain and report to Us accurate and up-to-date records as to each Insured Person, including the person's eligibility and enrollment for insurance and the amount of the person's insurance under this Policy;
2. Provide Us with the information in a timely manner so that We can determine the Premium owed and administer this Policy;
3. Collect and remit accurate Premium to Us for all Insured Persons to be covered on each Premium due date. Verify any changes on the list bill are correct and notify Us of any inaccuracies;
4. Review, authorize acceptance of, and maintain beneficiary designations (initial and updated versions); and
5. Upon Our request, and in any event not less frequently than annually, furnish to Us updated census information showing, as applicable, age, sex, status, earnings, and insurance amounts in each category of coverage provided under this Policy.

**ADDITIONAL POLICYHOLDER RESPONSIBILITIES IF THE POLICYHOLDER SELF-ADMINISTERS THE POLICY**

If We permit the Policyholder to self-administer this Policy, the Policyholder shall also perform the following administrative services in accordance with Our rules and this Policy:

1. Determine eligibility under this Policy for all coverage(s);
2. Complete enrollment forms;
3. Determine and assign effective dates;
4. Initiate billing and Premium remittance;
5. Assess the need for Evidence of Insurability and submit Evidence of Insurability to Us (if applicable); and
6. Maintain notification of declination of coverage.

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**WHAT OTHER RESPONSIBILITIES DOES THE POLICYHOLDER HAVE UNDER THE POLICY?**

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It is the responsibility of the Policyholder to:

- Provide Us at least 60 days prior to its distribution a copy of any information the Employer will be disseminating to Employees to describe the coverage under the Policy, so that We may review and approve such information prior to use; and
- Provide Us with written notice and obtain our written approval at least 31 days prior to conducting an annual enrollment period that would afford Insured Persons the opportunity to enroll for coverage under the Policy.



**CERTIFICATE OF COVERAGE**

The Certificate found in the following pages comprises the Employee section of the Policy.

**ASSIGNMENTS BY THE POLICYHOLDER:** We will not be bound by any assignment of the Certificate by the Policyholder.





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Renaissance Life & Health Insurance Company of New York  
2 Court St., Suite 102, Binghamton, NY 13901

YEARLY RENEWABLE  
GROUP TERM LIFE INSURANCE  
ACCELERATED DEATH BENEFIT  
NON-PARTICIPATING POLICY  
NON-CONTRIBUTORY

## CERTIFICATE OF COVERAGE COVER PAGE

**POLICYHOLDER:** GREATER JOHNSTOWN SCHOOL DISTRICT

**GROUP NUMBER:** G000045498-00001

**POLICY NUMBER:** LINY45498 / CLASS A & B

**POLICY EFFECTIVE DATE:** JULY 1, 2019

**POLICY ANNIVERSARY DATE:** JULY 1

Renaissance Life & Health Insurance Company of New York (referred to as "the Company," "We," "Us," or "Our") welcomes Your Employer as a Policyholder. "You" and "Your" as used in this Certificate of Coverage ("Certificate") means an Employee who is eligible for coverage under the Policy.

This is Your Certificate as long as You are eligible for coverage and You become insured. We certify that You are insured for the benefits described in this Certificate, subject to the provisions and requirements detailed in this Certificate. THIS CERTIFICATE MAY CONTAIN EXCLUSIONS, LIMITATIONS, REDUCTIONS IN COVERAGE, AND TERMINATION PROVISIONS. PLEASE READ YOUR CERTIFICATE CAREFULLY AND KEEP IT IN A SAFE PLACE.

We have written the Certificate in plain English. There are a few terms and provisions written as required by insurance law. If You have any questions about any of the terms and provisions, please contact Our Home Office. We will assist You in understanding Your benefits.

If the terms and provisions of the Certificate (issued to You) differ from the Policy (issued to the Policy Holder), benefits and rights under the Policy shall not be less than those stated in the Certificate. Contact the Policyholder if You wish to inspect a copy of the Policy. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy. YOU SHOULD BE AWARE THAT THIS POLICY PERMITS THE GROUP POLICYHOLDER TO CHANGE, REDUCE, RESTRICT OR TERMINATE YOUR RIGHTS OR BENEFITS UNDER THE POLICY WITHOUT YOUR CONSENT AND SUCH CHANGE, REDUCTION, RESTRICTION OR TERMINATION MAY OCCUR AT A TIME WHEN YOUR HEALTH STATUS HAS CHANGED AND MAY AFFECT YOUR ABILITY TO PROCURE INDIVIDUAL COVERAGE.

The Policy is delivered in and is governed by the laws of New York and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. The Policy and this Certificate have been approved under the authority of the New York State Department of Financial Services. Any provision of the Policy or Certificate that on the provision's effective date is in conflict with New York State Department of Financial Services standards for Group Term Life insurance in effect on the date of the Department's approval of the Policy and Certificate is hereby amended to conform to such standards as of the provision's effective date.

**State Department of Insurance:** New York State Department of Financial Services  
Consumer Assistance Unit  
One Commerce Plaza  
Albany, NY 12257  
1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov)

The Death Benefit will be reduced if an Accelerated Death Benefit is paid. You should seek additional information from a personal tax advisor about the tax status of the Accelerated Death Benefit payment.

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, local time, at the Policyholder's place of business in the state where the Policy is issued.

This Certificate of Coverage replaces any prior certificate issued under the Policy.



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## PLAN HIGHLIGHTS

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

Defined terms are capitalized when used throughout the Certificate and can be located in the Definitions section of the Certificate or in some cases next to the specific benefit to which the Definition applies.

**Policyholder:** Greater Johnstown School District

**Eligible Class:** Class A: All Full-time Active Employees on the Administrative Staff  
Class B: All Full-time Active Employees on the Professional Staff

**Employment Minimum Requirements:**

**Non-Contributory Insurance:** 30 hours weekly

**Waiting Period:**

**You are Active on the Policy Effective Date**

There is no Waiting Period.

**You become Active after the Policy Effective Date**

You will be eligible for coverage immediately following 30 days of employment.

**State Department of Insurance:** New York State Department of Financial Services  
Consumer Assistance Unit  
One Commerce Plaza  
Albany, NY 12257 or [www.dfs.ny.gov](http://www.dfs.ny.gov)

**Employee Premium Contributions Required:**

Group Term Life: No  
Accidental Death and Dismemberment: No

**If an Insured Person is eligible and applies for any amount of coverage in excess of the Guaranteed Issue Limit shown below, the Employee must furnish Evidence of Insurability, which is subject to Our approval.**

<b>Basic Group Term Life Plan</b>			
<b>Class A</b>			
<b>Benefit</b>	<b>Principal Sum</b>	<b>Benefit Reduction Schedule/ Termination</b>	<b>Guaranteed Issue Limit</b>
Basic Employee Term Life	\$50,000	70 years of age or more \$5,000	\$50,000

<b>Basic Group Term Life Plan</b>			
<b>Class B</b>			
<b>Benefit</b>	<b>Principal Sum</b>	<b>Benefit Reduction Schedule/ Termination</b>	<b>Guaranteed Issue Limit</b>
Basic Employee Term Life	\$10,000	<u>Active</u> 70 years of age or more \$10,000  <u>Retired</u> Date of retirement - \$9,000 1 <sup>st</sup> anniversary of retirement - \$8,000 2 <sup>nd</sup> anniversary of retirement - \$7,000 3 <sup>rd</sup> anniversary of retirement - \$6,000 4 <sup>th</sup> and following anniversary of retirement - \$5,000	\$10,000

<b>Group Term Life Features</b>	
<b>Feature</b>	<b>Benefit Feature Amount</b>
Accelerated Death Benefit For You	Minimum Benefit Amount: The lesser of 25% of the Death Benefit or \$50,000 Maximum Benefit Amount: 50% or \$25,000 Processing Fee: \$250
Waiver of Premium For You	Basic Term Life
Continuation of Term Life Insurance For You	Basic Term Life
Right to Convert For You	Basic Term Life

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## GENERAL INFORMATION

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### WHAT CONSTITUTES THE ENTIRE CONTRACT?

The Policy is a contract between the Policyholder and Us. The contract consists of:

- All Policy provisions and any amendments and/or attachments issued;
- The Policyholder's application;
- Employees' signed applications and Evidence of Insurability forms, if any; and
- The Certificate of Coverage.

The rights of the Policyholder, Your rights, or the rights of Your beneficiary(ies) shall not be affected by any provision other than one contained in the Entire Contract.

### WHAT IS THE CERTIFICATE OF COVERAGE?

This Certificate is a Written statement prepared by Us and may include attachments. It tells You:

- The coverage to which You may be entitled;
- To whom We make payments; and
- The limitations, exclusions, and requirements applying to This Plan.

We will issue to the Policyholder and it is the responsibility of the Policyholder to distribute the appropriate Certificate and any updates or other notices from Us to each Insured Person, including any changes in coverage, depending on the age of the insured person and any rights to Continue or Convert his or her coverage due to loss or reduction of coverage.

### TO WHAT INFORMATION DO WE HAVE ACCESS?

The Policyholder will give us information about You including:

- If You are eligible for coverage;
- If Your amount of coverage changes, including salary change information;
- If Your coverage terminates; and
- Other information We may reasonably require.

The Policyholder's records that We believe have a bearing on coverage under This Plan are available for Our inspection at any reasonable time.

Clerical errors or omissions by the Policyholder, You, or Us will not:

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

### WHAT IS THE INCONTESTABILITY PERIOD FOR YOUR COVERAGE?

Any statement You make to obtain coverage or an increase in coverage is a representation and not a warranty. No misrepresentation by You will be used to contest a claim or to contest the validity of Your coverage or an increase in coverage unless:

- The misrepresentation is material to the risk accepted;
- Our coverage or increase in coverage would not have been approved if the truth had been known;
- Your misrepresentation is contained in a Written instrument signed by You; and
- You or Your Beneficiary, if applicable, have been given a copy of the Written instrument containing Your misrepresentation.

After Your coverage or increase in coverage under the Policy has been in effect for 2 continuous years during Your lifetime, We will not use a misrepresentation by You to:

- Contest a claim; or
- Contest the validity of Your coverage or increase in coverage;

However, we have the right at any time to assert as a defense to a claim that You were not eligible to become covered because You did not meet the eligibility requirements in this Certificate, including, but not limited to,



the requirements that You: (1) be in an Eligible Class; (2) submit and have approved Evidence of Insurability, if required; and (3) meet the Active Employment requirement.

### **WHAT CONSTITUTES THE ENTIRE CONTRACT?**

Coverage is provided for eligible Employees under the Policy of group insurance between the Policyholder and Us. The Policy consists of:

- All Policy provisions and any amendments and/or attachments issued;
- The Policyholder's application;
- Employees' signed Evidence of Insurability forms, if any; and
- The Certificate of Coverage.

The rights of the Policyholder or any Insured Person or Beneficiary shall not be affected by any provision other than one contained in the Entire Contract.

### **WHAT IF YOUR AGE OR OTHER DATA IS MISSTATED?**

If Your age or other data on You is misstated, We have the right to make an equitable adjustment in the Premium or coverage due for You. The true facts will be used to determine if and for what amount coverage should have been provided for You. Misstatements not related to age or sex are limited by the incontestability clause to two years.

### **DOES THE POLICYHOLDER ACT AS YOUR AGENT?**

For all purposes of the Policy, the Policyholder acts on its own behalf or as Your agent. The Policyholder is not Our agent.

### **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

You can start legal action regarding Your claim 60 days after the date You sent us proof of claim.

### **DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?**

This Plan does not replace or affect requirements for coverage by Workers' Compensation insurance.

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## **ELIGIBILITY FOR COVERAGE**

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### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

The Eligibility Date is the earliest date You are eligible for coverage under the Policy, when You have satisfied all requirements for coverage to begin, as required by the Policy.

- For an Employee in Active Employment who has completed any Waiting Period required by the Policyholder as of the Effective Date of the Policy; the Eligibility Date means the Effective Date of the Policy;
- For an Employee in Active Employment as of the Effective Date of the Policy who has not completed any Waiting Period required by the Policyholder, the Eligibility Date will be the date following the completion of the required Waiting Period; or
- For an Employee hired on or after the Effective Date of the Policy, the Eligibility Date will be the first date after the end of the Waiting Period, if any, required by the Policyholder.

If This Plan requires Employees to elect coverage under the Policy, the Eligibility Date will be the later of:

- The Employee's date of hire;
- The first date after any Waiting Period required by the Policyholder; or
- The approval by Us in Writing of any coverage for which You were required to provide Evidence of Insurability.

### **APPLICABLE TO EMPLOYEES**

The term "Employee" is defined under the General Definitions section of this Certificate. Subject to the **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?** section, each Employee in a class of Employees who may become insured under the Policy will become eligible on the latest of the following dates: (i) The Policy Effective Date; (ii) The date the Employee becomes a member of the class of Employees who may become insured; or (iii) the date the Employee satisfies the applicable Waiting Period specified in this Certificate.

If, after insurance of an Employee has ended, the Employee resumes Active Employment, the Waiting Period specified in this Certificate must again be satisfied before the Employee will again become eligible for insurance. However, if the Employee resumes Active Employment within three months after the Employee's insurance ended, previous Active Employment while in an Eligible Class of insurance under the Policy will apply toward the applicable Waiting Period.

For the purposes of the Policy, Employees of the company(ies) named on the Policyholder's application which are subsidiaries or affiliates of the Policyholder will be considered Employees of the Policyholder. If a company ceases to be a subsidiary or affiliate of the Policyholder, insurance under the Policy for the Employees of such company shall terminate on the date such company is no longer a subsidiary or affiliate of the Policyholder. Additional subsidiaries or affiliates of the Policyholder may be added after the Policy Effective Date via a Policy amendment. The effective dates for additional Employees of additional subsidiaries or affiliates must be approved by Us.

### **APPLICABLE TO DEPENDENTS (IF COVERED UNDER THIS CERTIFICATE)**

If the Employee does not pay any part of the cost of Dependent coverage, a newly acquired Dependent is covered from the date he or she first becomes eligible.

If the Employee must pay part of the cost of Dependent coverage, and is already enrolled for Dependent coverage for Your initial Dependent, any newly acquired Dependent will be covered as of the date they are first eligible.

However, if the Employee was previously eligible to enroll for Dependent coverage and waived coverage or failed to enroll, We will not cover any Dependent until You submit Evidence of Insurability on Your Dependent, We approve that proof in Writing and the Employee makes any additional required payments.

Exception: We will postpone the Eligibility Date of a Dependent's, other than a newborn Child's, coverage if, on that date, he or she is confined to a Hospital or other health care facility or home confined, or unable to perform two or more Activities of Daily Living.

In that case, We will postpone the Eligibility Date of his or her coverage until the day after the date of his or her discharge from such facility or his or her home confinement ends, or he or she no longer requires assistance with two or more Activities of Daily Living.

If a Dependent was covered under a prior plan at transfer and elected coverage under This Plan, this language will not apply to the amount of coverage that was in force with the prior plan.

**PROOF OF FAMILY MEMBER ELIGIBILITY:** We have the right to require proof of any fact relating to a person's qualifications to be a covered Dependent. All such proof must be satisfactory to Us.

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## **EFFECTIVE DATES OF INSURANCE**

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### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the date determined as follows:

### **NON-CONTRIBUTORY INSURANCE (THE POLICYHOLDER PAYS ALL PREMIUM.)**

You will be insured under the Policy on the day You become eligible according to the records on file with Us.

Any change in the amounts of insurance as shown in the Plan Highlights shall become effective on the first day of the Policy Month coincident with or next following the date of change of Your classification, provided You are then in Active Employment; if You are not then in Active Employment, such change shall become effective on the day You return to Active Employment.

If You are not in Active Employment on the day Your insurance would otherwise begin, You will be insured on the day You return to Active Employment, except as otherwise provided in the ELIGIBILITY FOR COVERAGE section of the Policy.

### **Guaranteed Issue Limit – Other than Base Annual Compensation (BAC)**

If You apply for an amount of insurance above the Guaranteed Issue Limit, or for any subsequent increase in the amount of insurance which exceeds the Guaranteed Issue Limit, You will not be insured until the first day of the calendar month after We approve the Evidence of Insurability provided to Us on a health information form. We may require You to have a medical exam at Our expense. We will either approve or decline the increase in insurance based on the medical information We obtain in the health information form and in the medical exam, if any was performed.

### **WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide Evidence of Insurability to us with Your application if You:

- Apply for coverage more than 31 days after the date You are first eligible to apply or if required during an Enrollment Period; or
- Voluntarily terminate Your coverage and want to reapply for coverage; or
- Apply for an amount of coverage for which We require Evidence of Insurability, as noted in the PLAN HIGHLIGHTS section.

You must apply for coverage in Writing through the Policyholder and use an enrollment form that is satisfactory to Us. Coverage for amounts of insurance subject to such Evidence of Insurability will become effective on the 1st day of the month coinciding with or next following the date We approve Your Evidence of Insurability. Your insurance will not go into effect on a date You are not in Active Employment because of a Sickness or Injury. Your insurance will go into effect after You have been in Active Employment for one full day in an Eligible Class, as shown on the PLAN HIGHLIGHTS section.

### **WHEN CAN YOUR COVERAGE UNDER THIS PLAN CHANGE?**

For changes in This Plan, Your earnings, or Your class - Coverage changes become effective on the later of:

- The first of the month coinciding with or next following the date of the change; or
- The first of the month coinciding with or next following the date We approve Your Evidence of Insurability, if You are required to provide it.

Increases in coverage due to changes in This Plan, Your earnings, or Your class are also subject to the terms of Active Employment.

**Enrollment Period** means a period of 31 days during which You may apply, in Writing, to change Your insurance under the Policy due to the occurrence of a Qualifying Event during the term of the Policy.

Increases in coverage due to a change in Your coverage elections are also subject to the terms of the provision titled “WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?” provision.

### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If the date You are first eligible is not a regularly scheduled work day because it falls on:

1. A holiday;
2. A vacation day;
3. A non-scheduled work day;
4. A day during an approved leave of absence not due to sickness or injury, lasting 90 days or less; or
5. A day during a period of absence that is less than 7 days in duration;

And if:

1. You are fully capable of performing the major duties of Your Regular Occupation for the Policyholder for the minimum number of hours of an Employee in Your Eligible Class in the Plan Highlights section on the Eligibility Date; and

2. You were performing the major duties of Your Regular Occupation and working the minimum number of hours of an Employee in Your Eligible Class on Your last regularly scheduled work day;

Then Your coverage will start on the Eligibility Date. However, any increases of coverage for which You must elect and pay all or part of the cost, will not start if You are on an approved leave, layoff or absence.

**Delayed Eligibility:** If You are not in Active Employment as a result of sickness or injury, We will postpone coverage for an otherwise covered loss for any condition that prevents You from being in Active Employment. The coverage will be postponed until You return to Active Employment working the minimum number of hours of an Employee in Your Eligible Class and performing the duties of Your Regular Occupation.

The Delayed Eligibility provision will not apply if You are covered under the Policy Replacement Exception.

This applies to Your initial coverage, as well as any increases or additions to coverage occurring after Your initial coverage is effective.

**Policy Replacement Exception:** If due to sickness or injury, You are not in Active Employment, You will be insured for Group Term Life insurance provided by the Policy if all of the following are true:

1. You were insured under the Policyholder's prior insurer's group term life plan at the time the prior insurer's group term life plan ended and This Plan became effective with Us, with no break in group coverage;
2. You were a member of an Eligible Class under the Policyholder's prior insurer's group term life plan and are eligible under This Plan;
3. Premiums for You were paid up to date for the Policyholder's prior insurer's group term life plan and This Plan;
4. Premiums are not currently being waived under the Waiver of Premium Benefit, or You were not eligible under the terms of the Policyholder's prior insurer's group term life plan to have premiums waived;
5. You are not receiving or eligible to receive benefits under the Policyholder's prior insurer's group term life plan; and
6. Your name is disclosed on the Group Application as a currently covered employee not in Active Employment.

Any group term life benefit payable will be the lesser of:

1. The group term life benefit payable under This Plan; or
2. The group term life payable under the Policyholder's prior insurer's group term life plan had it remained in force; reduced by any amount paid by the prior insurer's group term life plan.

If You are covered under the Policy Replacement Exception, You will not be eligible for the Waiver of Premium Benefit provision under This Plan until such a time as You are in Active Employment as defined by This Plan.

If You meet the conditions stated previously, You will remain insured under this provision until the first of the following occurs:

1. The date You are fully capable of performing the major duties of Your Regular Occupation for the Policyholder, and capable of doing so for the minimum number of hours of an employee in Your Eligible Class;
2. The date Your insurance terminates under This Plan;
3. The last day of a period of 12 consecutive months which begins on July 1, 2019;
4. The date You become eligible for the Waiver of Premium Benefit provision under the Policyholder's prior insurer's group term life plan; or
5. The last day You would have been covered under the Policyholder's prior insurer's group term life plan, had the prior plan not terminated.

## **WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under This Plan will end on the earliest of the following:

1. Your coverage under the Policy ends when the first of the following events occurs:
  - a. The Policy ceases;
  - b. Premium payments for Your coverage cease;
  - c. The date insurance for the class under which You are eligible ends;
  - d. Upon Your Written request;
  - e. The date You attain the termination age shown in the PLAN HIGHLIGHTS section;
  - f. The date Your employment in the classes of Employees eligible under the Policy ends; or
  - g. If your coverage was continued through a Continuation of Benefits provision, the date on which Your maximum number of months or weeks of continued insurance ends.

The amount of Your coverage will be that in force on the day before You stopped Active Employment. However, this provision is subject to any reduction in the amount of coverage due to Your attainment of a specific age, as specified in the Plan Highlights.

## **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?**

If you are on a Family or Medical Leave of Absence, your coverage will be governed by the Employer's Human Resource policy on Family or Medical Leaves of Absence.

We will continue your coverage if the following conditions are met:

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the Employer.

Your coverage will continue for up to the greater of:

- The leave period required by the federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.

While you are on an approved Family or Medical Leave of Absence, Your coverage amount will be based on the amount of coverage in force for You just prior to the date your Leave of Absence started to determine any Benefit payments to You.

If you return to Active Employment at the end of the approved Family or Medical Leave of Absence, your coverage will continue under the Policy. If you do not return to Active Employment at the end of the Family or Medical Leave of Absence, your coverage will end in accordance with WHEN DOES YOUR COVERAGE UNDER THIS PLAN END? provision.

If your coverage does not continue during a Family or Medical Leave of Absence, then when you return to Active Employment:

- You will not have to meet a new Waiting Period, including a Waiting Period for coverage of a Pre-existing Condition; and
- You will not have to give us Evidence of Insurability to reinstate the coverage you had in effect before your leave began.

## **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A MILITARY SERVICES LEAVE OF ABSENCE?**

We will allow your coverage to continue, for up to 4 weeks in a 12 month period, if you enter the military service of the United States. While you are on a Military Services Leave of Absence, the premium must be paid according to the terms specified in the Policy to keep the insurance in force. Changes such as revisions to coverage because of age, class, or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for you until you have returned to work from Military Services Leave of Absence for one full day.

All other terms and conditions of the Policy will remain in force during this continuation period. Your continued coverage will cease on the earliest of the following dates:

- The date the Policy terminates; or
- The date ending the last period for which any required premium was paid; or
- 4 weeks from the date your continued coverage began.

If you return to Active Employment at the end of the Military Services Leave of Absence, your coverage will continue under the Policy. If you do not return to Active Employment at the end of the Military Services Leave of Absence, your coverage will end in accordance with WHEN DOES YOUR COVERAGE UNDER THIS PLAN END? provision.

### **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A SABBATICAL AND OR IF YOUR LEAVE IS DUE TO A LAY-OFF?**

We will allow your coverage to continue for up to 12 months for a sabbatical leave and for up to 4 weeks in a 12 month period while you are on lay-off. The premium must be paid according to the terms specified in the Policy to keep the insurance in force. Changes such as revisions to coverage because of age, class, or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for you until you have returned to work from lay-off or sabbatical for one full day.

While you are on lay-off or sabbatical, Your coverage amount will be based on the amount of coverage in force for You just prior to the date your lay-off or sabbatical started to determine any Benefit payments to You.

If you return to Active Employment at the end of the lay-off or sabbatical, your coverage will continue under the Policy. If you do not return to Active Employment at the end of lay-off or sabbatical, your coverage will end in accordance with WHEN DOES YOUR COVERAGE UNDER THIS PLAN END? provision.

If your coverage does not continue during a lay-off or sabbatical, then when you return to Active Employment:

- You will not have to meet a new Waiting Period, including a Waiting Period for coverage of a Pre-existing Condition; and
- You will not have to give us Evidence of Insurability to reinstate the coverage you had in effect before your leave began.

### **WHAT IF YOU ARE REHIRED BY THE POLICYHOLDER WITHIN THE SAME YEAR YOUR EMPLOYMENT TERMINATED?**

If You are rehired by the Policyholder and Actively Employed within three months of Your employment termination date, then You will be insured for the same benefits and class of coverage that were in effect for You on the date Your employment terminated.

If Your termination of employment was a result of Sickness or Injury, we will postpone coverage for an otherwise covered loss for any condition that resulted in Your termination. The coverage will be postponed until You:

1. Complete one full day of Active Employment, working the minimum number of hours of an Employee in Your Eligible Class, with the capacity to do so for one full week; and,
2. Do not miss a day of work due to the same condition for one week.

### **WHEN WILL INDIVIDUAL COVERAGE BE REINSTATED?**

If Your coverage ends due to Your employment termination and You are rehired to an Eligible Class within 90 days from the date Your employment terminated, Your coverage may be reinstated if reinstatement is requested within 31 days from the date You again become eligible for coverage.

If You Converted coverage for Yourself when Your employment terminated, the amount of Guaranteed Issue coverage available to You upon Your reinstatement will be reduced by the amount of coverage that was Converted.

If Your insurance ends, You should refer to the following sections of the Policy regarding the rights that are available upon termination:

1. "Employee Right to Convert" provision;
2. "Employee Continuation of Basic Term Life Insurance During Disability" provision; and
3. "Employee Continuation of Basic Term Life Insurance due to Termination of Employment" provision.

If the Policy ceases, Written notice of this shall be given to all Employees as soon as reasonably possible. The Policyholder is responsible for giving notice. The Written notice shall include information regarding Employee rights to conversion and other rights, if any, as provided in the Policy. If notice of the conversion right is not given on a timely basis, the Employee's right to convert shall be extended as described in the "Employee Right to Convert" provision.

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## **FILING A CLAIM**

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### **WHEN DO YOU NOTIFY US OF A CLAIM?**

Subject to the terms of this Certificate, We will pay the benefit Proceeds for a covered loss as shown in the Plan Highlights.

**NOTICE OF CLAIM:** Written notice of intent to file a claim under the Policy must be sent to Us. This Notice should include the name of the insured and the Policy number. For details and to request a claim form kit, You can contact Us at 1-844-368-6485 or [www.renaissancefamily.com](http://www.renaissancefamily.com).

### **WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?**

**PROOF OF LOSS:** Early proof of a claim will allow us to make a timely claim decision. You should send Written Proof of Loss to Our Home Office. We will not void or reduce Your claim if We do not receive Notice and Proof of Loss. In that case, Notice and Proof of Loss must be sent as soon as reasonably possible.

Proof of Loss for a death claim will consist of a certified copy of the death certificate of the insured, or other lawful evidence providing equivalent information. When We receive the claim form and Proof of Loss, We will review the Proof of Loss and if We approve the claim, We will pay the Proceeds to the Beneficiary subject to the terms of the Policy and Certificate.

For all other claims, Proof of Loss may include itemized bills as part of claim processing.

### **HOW DO YOU FILE A CLAIM?**

**CLAIM FORMS:** We will furnish a claims form kit within 15 days of receipt of Notice of Claim. The process for completing and submitting the claim form will be explained in the claim form kit. If We do not furnish the forms on time, We will accept a Written notice and adequate proof of death that is the basis of the claim as Proof of Loss.

Interest shall accrue on the death Benefit and be payable from the date of death to the date of payment. Interest shall accrue at the rate or rates applicable to the Policy for funds left on deposit. We will send You a benefit payment for any period for which We are liable under This Plan. If the Policy or Plan is canceled, the cancellation will not affect a payable claim.

### **TO WHOM DO WE MAKE BENEFIT PAYMENTS?**

Unless otherwise specified in the Policy or Certificate, We will make all benefit payments to You, if living. Benefit payments that become due after Your death will be made to Your Beneficiaries.

### **APPLICABLE TO INSURANCE ON EMPLOYEES**

The Loss of Life Proceeds are payable to Your Beneficiary, except as otherwise provided. No Proceeds will be paid until We have received Proof of Loss as set forth in the FILING A CLAIM section of this Certificate. You may name one or more Beneficiaries and You may designate the proportion of the Proceeds each named Beneficiary should receive. If there is a part of the insurance for which there is no named Beneficiary living after Your death, payment will be made in a lump sum or sums to any of the following survivors in the following order of

priority: Your (a) Spouse; (b) any children; (c) father or mother; or (d) any brother or sister. If none survives, that part will be paid in a lump sum payment to Your estate.

**OPTIONAL MODES OF SETTLEMENT:** As an alternative to having the life benefit paid in a single lump sum payment, You may elect to have all or any part of the insurance for loss of life paid out to the Beneficiary in installments or in any other way that may be agreed to by Us. When the benefit is payable, we will pay it in a single payment, unless another method of disbursement is requested by the certificate holder or beneficiary and agreed to by us.

### **WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?**

We have the right to recover overpayments that occur due to:

- An error We make in processing Your claim; or
- If We determine that We should have paid You a different benefit amount from the amount actually paid on Your claim, We will adjust the benefit accordingly. If We determine that We overpaid Your claim, then We require that You repay us in full. We will determine the method by which You will repay us. We reserve the right to apply our future payments to You toward any outstanding overpayment balances. We have the right to recover overpayments from Your eligible survivors or estate. We reserve the right to deduct from Your claim payment any unpaid Premium due for Your coverage. We will not recover more money from You than the benefit amounts We paid to You.
- If We determine that We were overpaid Premium for Your coverage, We will refund the Premium to You.

### **APPEAL PROCEDURE**

If Your claim has been denied in whole or in part, You or Your Beneficiary may request a review of the decision. You or Your Beneficiary must file a written request for appeal.

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

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

We will review the claim and respond with a final determination within 60 days. If We need additional time to decide the appeal, We may extend the review by 30 days. If we need such an extension, We will inform You or Your Beneficiary in writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We may need to complete the review, and (4) when You or Your beneficiary can expect a decision. We will notify You or Your beneficiary of the extension before the expiration of the initial 60 day period. In no event will the total period for review of the appeal exceed 90 days.

### **NOTIFICATION OF APPEAL DECISION**

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

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

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## **BENEFICIARY INFORMATION**

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If You name two or more Beneficiaries:

1. Two or more surviving beneficiaries will share equally, unless You provide for unequal shares;
2. If You provide for unequal shares, and two or more Beneficiaries survive, We will pay each surviving Beneficiary his or her designated share, unless You provide otherwise. We will then pay the share(s)



otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries; and

3. If only one Beneficiary survives, We will pay the total Death Benefit to that Beneficiary, unless You provide otherwise.

You may name or change the Beneficiary at any time without the consent of a Beneficiary, if the right to do so has not been assigned. However, if an irrevocable beneficiary has been designated, such a Beneficiary cannot be changed without the consent of the irrevocable beneficiary. Once received by Us, the designation will take effect as of the date You signed the designation unless You have indicated a different date. Until the designation is received, We will not be liable for any action taken in good faith contrary to directions contained in the designation.

You may name or change Beneficiaries by providing Written notice to Us , or by submitting the change request electronically using the system provided by the Policyholder. All designations are subject to the terms and conditions of this Certificate.

Subject to the limitations stated in this Certificate, the designation of a Beneficiary in the application for a conversion policy will be treated as a request to name or change the Beneficiaries to the extent of the amount of insurance being converted.

If there is a part of the insurance for the loss of Your life for which there is no named beneficiary living at Your death, that part will be paid in a lump sum to the Appropriate Payee.

Any payment We make in good faith shall discharge Our liability to the extent of such payment.

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## **TERM LIFE FEATURES – ACCELERATED DEATH BENEFIT**

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Only Employees are eligible for this Accelerated Death Benefit.

THIS COVERAGE PROVIDES AN ACCELERATED BENEFIT PROVISION. RECEIPT OF THIS ACCELERATED BENEFIT WILL REDUCE THE DEATH BENEFIT, MAY BE TAXABLE AND MAY AFFECT ELIGIBILITY FOR TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID) OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. INSURED EMPLOYEES SHOULD SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISOR.

**BENEFIT AMOUNT FOR THE ACCELERATED DEATH BENEFIT:** The amount of the Accelerated Death Benefit for which You may apply is based on the amount of Group Term Life insurance for which You are insured on the day before You apply for the benefit subject to the minimum and maximum amounts as shown in the Plan Highlights, less any reductions under the terms of the Policy or Certificate scheduled to apply within the next 12 months.

### **ACCELERATED DEATH BENEFIT DEFINITIONS:**

**ACCELERATED DEATH BENEFIT** means the benefit payable if You are certified as Terminally Ill.

**CERTIFIED** or **CERTIFICATION** refers to a Written statement, made by a Physician on a form provided by Us, as to Your Terminal Illness.

**DISCOUNT AMOUNT** means the amount of the Accelerated Death Benefit which is available to You and is discounted to the present value in 6 months from the date this benefit is paid, using the Discount Rate. A detailed statement of the method of computing the amount of the Accelerated Death Benefit is available from Us on request.

**DISCOUNT RATE** means the greater of:

1. The then current yield on the 90-day Treasury Bills available at the date of application for an Accelerated Death Benefit; or

2. The Moody's Corporate Bond Yield Averages-Monthly Average Corporate published by Moody's Investors Service, Inc., or successor thereto, for the calendar month ending two months before the date of application for an Accelerated Death Benefit.

**TERMINALLY ILL** or **TERMINAL ILLNESS** refers to an illness or physical condition that is certified by a Physician to reasonably be expected to result in death in 12 months or less.

**PAYMENT CONDITIONS:** This benefit is payable if You are Certified as Terminally Ill. In order for this benefit to be paid: (a) We must receive a Written request; and (b) We must receive from any assignee or irrevocable beneficiary his or her signed acknowledgement and agreement to payment of this benefit.

We may, at Our option, confirm the terminal diagnosis with a second medical exam performed at Our expense. In the event that the second medical exam conflicts with the initial certification, we would refer the two findings to a third medical provider mutually agreed upon by the Insured and Us for a final determination within 14 days.

If You die after You elect to receive an Accelerated Death Benefit but before any such benefits are received, the election shall be cancelled and the Proceeds will be paid pursuant to the terms of this Certificate.

**PAYMENT OF THE ACCELERATED DEATH BENEFIT:** If We approve Your application for this benefit, We pay the amount You have elected, less the: (1) present value discount; and (2) processing fee. We pay this benefit to You immediately upon due Written proof of benefit eligibility in one lump sum. This payment is subject to all of the other terms of the Certificate. The Accelerated Death Benefit is payable and can be utilized only one time and cannot exceed the Maximum Benefit as shown in the Plan Highlights.

**PROCESSING FEE:** A fee in the amount shown in the PLAN HIGHLIGHTS section will be required for the administrative cost of evaluating and processing Your application for this benefit. This fee is deducted from the amount of the Accelerated Death Benefit paid to You.

**EFFECT OF ACCELERATED DEATH BENEFIT:** If You become eligible for, and elect to receive this benefit, the following will result:

1. The Death Benefit used to determine Proceeds will be reduced by the amount of Death Benefit accelerated. The reduced amount of insurance will be subject to all Policy provisions dealing with changes in the amount of insurance and reductions or termination for age or retirement. The amount of the Death Benefit accelerated plus the remaining Death Benefit will not exceed the amount that would have been paid as a Death Benefit in the absence of this coverage;
2. Any amount of insurance that would otherwise be continued under a waiver of Premium provision will be reduced by the amount of the Death Benefit accelerated. Conversion privileges will still be available for the reduced amount of insurance that remains in force after acceleration;
3. THE PREMIUM AMOUNT DUE FOR THE EMPLOYEE LIFE INSURANCE BENEFIT WILL REMAIN THE SAME AFTER THE DEATH BENEFIT IS ACCELERATED.

Upon a request for an Accelerated Death Benefit and upon payment of an Accelerated Death Benefit, We will provide a statement to You and any assignee of record and any irrevocable beneficiary of record demonstrating the effect of the acceleration on the Death Benefit and the Premium.

**TERMINATION OF AN ACCELERATED DEATH BENEFIT:** This Accelerated Death Benefit coverage will terminate on the first of the following:

1. The date of termination of the Policy;
2. The date You are no longer an insured Employee;
3. The date Your coverage under this Certificate terminates;
4. The date of payment of the Accelerated Death Benefit; or
5. Upon Your Written request.

Such termination shall not prejudice the payment of benefits for any Qualifying Event that occurred while the Accelerated Death Benefit was in force.

**EXCEPTIONS:** The Accelerated Death Benefit will not be available in the first two years of coverage if the Terminal Illness is due to any intentionally self-inflicted injury or suicide attempt. The Accelerated Death Benefit will not be available if:

1. You are required by a health care facility to use the Accelerated Death Benefit as a condition of admission to such facility or for providing any care in such facility or to continue a government benefit or entitlement; or
2. You have previously received an Accelerated Death Benefit under this Certificate.

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## **TERM LIFE FEATURES – WAIVER OF PREMIUM**

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If, while insured and prior to age 60, You become Totally Disabled for a continuous period of at least nine months, Your Group Term Life insurance will be extended under this Certificate. When Your insurance is extended, no Premium will be due for such insurance. No additional benefits will be extended under this benefit.

For purposes of this WAIVER OF PREMIUM section, “Total Disability” or “Totally Disabled” means that due to injury or disease, You are unable to perform the material duties of Your regular job and You are not able to perform for remuneration or profit any work for which You are reasonably fitted by training, education and experience. Total disability will be deemed to have ended if You do any work for which You are reasonably fitted by training, education and experience.

If Your coverage terminates, You are Totally Disabled and until You have been approved by Us for this Waiver of Premium benefit, You must exercise Your right to continue insurance under the Employee Continuation of Basic Term Life Insurance During Disability provision of this Certificate, or the Employee Right to Convert to an individual Policy. You must remain insured under such continuation provision or individual Policy until We approve this Waiver of Premium benefit.

If We approve You for this Waiver of Premium benefit, Your coverage under the continuation provision or conversion policy will be cancelled by Us, any Premium paid under the continuation provision or conversion policy will be refunded to the Policyholder or You (whoever paid the Premium), and Your Group Term Life insurance will be once again extended under this Certificate. In no event will We be liable to pay a Death Benefit under more than one of the waiver, conversion and continuation provisions of this Certificate.

If You die while eligible for this Waiver of Premium benefit and after Your insurance has been converted, but before You have been approved by Us for this Waiver of Premium benefit, any amount paid under the individual Policy will be deducted from the Proceeds due under this Certificate, and Premiums paid under the individual Policy will be paid to the beneficiary of that Policy on return of that Policy to Us; and any Premiums paid under a continuation provision will be refunded to the Policyholder, if paid by the Policyholder, and to the beneficiary designated by You under this Certificate, if paid by You.

Your claim including written notice and proof by way of Your Statement and attending Physician’s statement stating that Disability began prior to age 60 and while You were insured and the Disability has existed continuously for nine months must be given to Us at Our Home Office within 12 months from the date You become Totally Disabled. We may, at Our option, confirm this Waiver of Premium benefit eligibility with a second or third medical opinion performed at Our expense. The second medical opinion may include a physical examination by a Physician designated by Us. In the case of conflicting opinions, eligibility for this Waiver of Premium benefit will be determined by a third medical opinion, which may include a physical examination that is provided by a Physician that is mutually acceptable to You and Us.

The claim with written notice and proof must be given to Us during Your lifetime and during the period of Total Disability. Failure to give such notice will not invalidate or reduce any claim if such notice and proof was given as soon as reasonably possible, and, in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. We will send you written notice advising whether You have been approved for the Waiver of Premium benefit and, if approved, the amount of the Premium being waived. Premium payments need to be paid by You and upon submission of satisfactory proof, any Premium paid for Your coverage after the date Disability began will be refunded. However, no Premium due more than one year

before satisfactory proof is received will be waived. We may require satisfactory proof of continued Total Disability at reasonable intervals, but not more often than once per year.

If You die while Premiums are being waived, the Premiums waived under this provision will not be deducted from the Proceeds, but the amount of insurance will be reduced by any conversion benefit payable under the "Employee Right to Convert" or any continuation provisions of this Certificate.

No Premium due more than one year before proof is received will be waived. An otherwise valid claim will not be reduced or denied if it was not reasonably possible to furnish such notice and proof within such time, provided such notice and proof were provided as soon as was reasonably possible.

While Your insurance is extended under this provision, You will be covered for the amount of life insurance for which You were insured just before ceasing Active Employment due to Total Disability. This amount is subject to reduction, if any, as shown in the Plan Highlights.

Your insurance will end when You: (a) Cease to be Totally Disabled; (b) Fail to give required proof as set forth above; (c) Fail to submit to a health exam required by Us; (d) Attain age 65; or (e) attain Your Retirement Date. When this insurance ends, You will have the same conversion rights as those described under the "Employee Right to Convert" and continuation of insurance rights as those described under "Employee Continuation of Basic Term Life Insurance During Disability" sections of this Certificate, unless You become insured again under the Policy.

Termination of this Certificate will not affect an otherwise valid claim arising from Disability which began before such termination.

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## **TERM LIFE FEATURES – CONTINUATION**

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### **EMPLOYEE CONTINUATION OF TERM LIFE INSURANCE DURING TOTAL DISABILITY OR TERMINATION OF EMPLOYMENT**

#### **REQUESTING CONTINUATION**

If Your employment and Group Term Life insurance is terminated while You are Totally Disabled, or because You are no longer employed by the Policyholder, then You will have the option to continue such insurance without having to provide Evidence of Insurability, for up to 12 months from the date of termination, by applying for continuation of insurance, and paying the Premiums directly to Us for the continuation on the same basis as Premiums were paid on the day before Total Disability or employment termination, provided that You meet the applicable requirements below.

For purposes of this CONTINUATION section, "Total Disability" or "Totally Disabled" means that due to injury or disease, You are unable to perform the material duties of Your regular job and You are not able to perform for remuneration or profit any work for which You are reasonably fitted by training, education and experience. Total disability will be deemed to have ended if You do any work for which You are reasonably fitted by training, education and experience.

For Continuation of Basic Term Life Insurance During Total Disability, You must:

1. Pay the first Premium for the continuation of insurance: (a) within 31 days after the date Your insurance is terminated under the Policy if notice is given to you by the Policyholder at least 15 days before or after termination, or (b) within any extended period of time to exercise continuation provided below;
2. Provide Written notice and proof to Us at Our Home Office that You were Totally Disabled on the date insurance terminated. We have the right to have Our medical representative examine You when necessary.

For Continuation of Basic Term Life Insurance During Termination of Employment, You must:

1. Pay the first Premium for the continuation of insurance: (a) within 31 days after the date Your insurance is terminated under the Policy if notice is given to You by the Policyholder at least 15 days before termination; or (b) within any extended period of time to exercise continuation provided below;

2. Be insured under this Certificate for at least 6 consecutive months prior to the date Your insurance terminated under this Certificate;
3. Keep this Certificate in force;
4. Be under age 70;
5. Be a resident of the United States; and
6. Not be receiving a waiver of Premium benefit under this Certificate.

#### **EXTENDED CONTINUE PERIOD**

If notice of the Right to Continue is more than 15 days, but less than 90 days after termination of insurance, then the time period to apply and pay premium for continuation will expire 45 days after the notice of the Right to Continue is given. If notice is not given within 90 days after the insurance terminates, the time allowed to apply and pay premium for continuation of coverage shall expire 90 days after the termination of insurance.

#### **CONTINUATION OF INSURANCE**

Continuation of insurance will be for the amount and types of life insurance for which You were insured on the day before Your insurance would otherwise terminate under the Policy; subject to all applicable provisions under this Certificate, including reductions due to age. The Dependent Term Life Insurance, if any, can only be continued when Your term life insurance is continued. No additional benefits may be continued under this provision.

We will bill You for the insurance Premiums. If the Premium is not paid on or before its due date, the insurance will enter a 31 day grace period. If the Premium due is not paid by the end of the grace period, the insurance will terminate as of the Premium due date. Nothing in this section will impair or be deemed to impair Our right to change Premium rates in accordance with the provisions of the Policy.

If You die during the 31 day grace period, Proceeds will be payable under the terms of the Policy, provided that insurance would not have terminated for other reasons prior to the date of death.

#### **RIGHT TO CONVERT DURING CONTINUATION OF INSURANCE**

You will have the right to exercise the Right to Convert at any time while insured under these continuation of insurance provisions. We will give You notice of Your right to exercise the Right to Convert 15 days before or after termination of Your continuation insurance. If notice is so given, then the Conversion Period will be 31 days after the date the continuation insurance terminates.

If You are given notice of the right to exercise the Right to Convert more than 15 days but less than 90 days after the termination of the continuation insurance, then the Conversion Period will expire 45 days after You are given such notice. If notice is not given within 90 days after the termination of the continuation insurance, the time allowed to exercise the Right to Convert shall expire 90 days after the continuation insurance ends.

If You die during the period to elect continuation of life insurance, We will pay Your beneficiary Proceeds calculated using the amount of life insurance for which You were insured on the day before insurance terminated, subject to all applicable provisions under this Certificate, upon receipt of Proof of Loss establishing that You died during the continuation period.

This option to continue Employee term life insurance is in addition to Your Right to Convert to an individual Policy. However, any amount of insurance converted will no longer be eligible for continuation under this continuation of insurance provision. In no event will We be liable to pay a Death Benefit under more than one of the conversion and continuation provisions of this Certificate.

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## **TERM LIFE FEATURE – CONVERSION**

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#### **EMPLOYEE RIGHT TO CONVERT**

**Right to Convert** means the right to buy an individual policy of life insurance during the Conversion Period set forth below without submitting Evidence of Insurability. The individual conversion policy is an insurance form customarily issued by the Company, excluding term insurance. However, at the option of the Employee

with the Right to Convert: 1. the conversion policy can be preceded by preliminary term life insurance for one year; and 2. if the Employee's employment terminated due to a total disability, the conversion policy may be on any one of the life insurance forms customarily issued by the Company, including term insurance. Term insurance is not available for any reason other than for coverage ending due to disability.

You have a Right to Convert the life insurance in force on Your life and on the lives of Your Dependents then covered under this Certificate (if any) on the date ("Employee Conversion Date") Your life insurance under this Certificate ends or is reduced for any reason other than failure to make the required Premium payment

If You have a Right to Convert, the maximum amount that can be converted is the amount of the Basic term life insurance that ended or was reduced. Any additional insurance is not available for conversion. The amount which can be converted is reduced by the amount of life insurance for which You may be or may become eligible under any group policy issued or reinstated by Us or another insurer within 31 days after the date Your insurance ended or was reduced.

**Conversion Period and Notice of Right to Convert When the Employee's Insurance Ends or is Reduced:**

In order to exercise the Right to Convert, You must apply to Us in Writing for an individual policy of insurance and pay Us the first Premium for the individual policy of insurance within the Conversion Period set forth below.

The Policyholder must give You notice of the Right to Convert at least 15 days before or after a termination or reduction in the amount of insurance. If notice is so given, then the Conversion Period will be 31 days after the Employee Conversion Date.

If notice of the Right to Convert is more than 15 days, but less than 90 days after a termination or reduction in the amount of insurance, then the Conversion Period will expire 45 days after the notice of the Right to Convert is given. If notice is not given within 90 days after the Employee Conversion Date, the time allowed to exercise the Right to Convert shall expire 90 days after the Employee Conversion Date.

Full compliance with the notice requirements will be satisfied by Written notice that is:

1. Given to You by the Policyholder; or
2. Mailed to You by the Policyholder to Your last known address.

If the Right to Convert is exercised, the individual policy of life insurance will become effective on the Employee Conversion Date.

The Premium payable will be based on the rates in use by Us on the date the individual conversion policy takes effect. The rates will be those applicable to the form and amount of the policy chosen, the attained age used at issue, and the class of risk under the Policy.

During the Conversion Period, Your life insurance will continue under the terms of this Certificate. If an Employee with the Right to Convert dies during the Conversion Period provided above, We will pay Proceeds calculated using the maximum amount of life insurance You had a Right to Convert. Such amount will be paid to the beneficiary named under this Certificate. If You had applied for and paid Premium for a conversion policy but the policy had not been issued prior to Your death, the Premiums paid for the conversion policy shall be refunded. Once your conversion policy is issued, the Death Benefit payable will be the amount under the converted policy.

The right to elect to continue insurance under this Certificate under the Employee Continuation of Basic Term Life Insurance due to Termination of Employment or During Disability provisions of this Certificate is in addition to Your Right to Convert, not in lieu of the Right to Convert. However, any amount converted will no longer be continued under this Certificate.

In no event will We be liable to pay Proceeds under more than one of the conversion and continuation provisions of this Certificate.

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## POLICYHOLDER NOTICE

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The Policyholder must give You notice of the right to:

1. Continue term life insurance; and/or
2. Convert term life insurance.

Notice must be provided to You at least 15 days before the termination of Your insurance. If notice is so given, the rights will remain in effect for 31 days after the date Your insurance terminated.

If You are not given notice of Your rights at least 15 days before the termination of Your insurance, then the rights will expire on the later of 45 days after You are given such notice or 31 days after the insurance ended, but in no event shall the rights extend beyond 91 days after the insurance ends.

Full compliance with this provision will be satisfied by Written notice that is:

1. Given to You by the Policyholder; or
2. Mailed to You by the Policyholder at Your last known address.

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## GENERAL PROVISIONS

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**ASSIGNMENTS BY THE POLICYHOLDER:** We will not be bound by any assignment of this Certificate by the Policyholder: (a) unless it is in Writing; and (b) until it is filed at Our Home Office. We are not responsible for the validity of any assignment.

**ASSIGNMENTS BY YOU:** You have the right to assign all of Your rights concerning this life insurance coverage, including the right to designate the Beneficiary and the privilege of converting to a policy of individual life insurance upon termination of coverage under this Certificate, by filing an appropriate Written assignment with Us. No assignment shall be binding on Us until a signed copy is received by Our Home Office. We are not responsible for the validity of any assignment. Unless otherwise specified, the assignment shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by Us prior to receipt of this notice. The right of any Beneficiary to receive the Death Benefit under the Policy shall be subject and subordinate to the rights of any assignee.

**TERMINATION OR CHANGE OF POLICY:**

1. We may terminate this Policy for non-payment of Premium as set forth in the "Grace Period" provision.
2. By giving advance written notice to the Policyholder of at least 60 days, We may terminate or change this Policy on any Premium due date for the following reasons:
  - a. The Policyholder does not promptly provide Us with information that is reasonably required; or
  - b. The Policyholder fails to perform any of its obligations that relate to this Policy.
3. By giving advance written notice to the Policyholder of at least 60 days, We may terminate or change this Policy on the Policy Anniversary Date for any reason, including but not limited to the following reasons:
  - a. For Non-Contributory Insurance, there is less than 100% eligible Employee participation; or
  - b. For Contributory Insurance, there is less than 75% eligible Employee participation; or
  - c. Fewer than 10 Employees are insured under the Policy.
4. Provided We receive at least a 31-day advance written notice, the Policyholder may terminate this Policy. In this case, the Policy will end on the later of:
  - a. The date stated in the written notice; or
  - b. The date that is 31 days after We receive the written notice;

Unless otherwise set forth in this Policy, We have the right on any Premium due date to change the Premium rates for the insurance under this Policy due to changes in enrollment or participation as outlined above. Policyholder is responsible for notifying Employees of changes in the Premium rates for coverage under this Policy.

Written agreement from the Policyholder will be obtained for any change to the Policy or Certificate that affects the rights and benefits of any Insured Person or Beneficiary. The consent of an Employee or other person referred to in this Policy is not required to terminate, amend, modify or change this Policy.

If We accept Premium after Policy termination date, such acceptance shall not act to reinstate the Policy. We shall refund any unearned Premium.

This Policy may be changed in whole or in part. Only an officer of Ours can approve a change. The approval must be in writing and endorsed on or attached to this Policy. Any rider, endorsement or amendment added to the Policy after the date of issue that diminishes rights, benefits or coverage in the Policy shall require signed acceptance by the Policyholder. A copy of the rider, endorsement or amendment will be provided to the Certificate holder for attachment to the Certificate if the change affects the Certificate. A rider, endorsement or amendment shall not affect the insurance provided under the Certificate until the effective date of the change, unless retroactivity is required by the New York Department of Financial Services. No other person, including any agent, may change this Policy or waive any part of it. We shall only make changes that are consistent with New York Department of Financial Services standards.

You must give Us advance notice of a request to change the Policy or a Plan under the Policy. At any time, We may change any or all of the Policy's provisions by mutual agreement with You.

**TERM OF COVERAGE; RENEWAL OF POLICY:** This Policy is issued for an initial term of coverage starting on the Policy Effective Date shown on the first page of this Policy and ending on the next following Policy Anniversary Date. Provided that Premiums have been paid in full to the Policy Anniversary Date, this Policy may be renewed on each Policy Anniversary Date for a successive one-year renewal period, subject to all of the provisions of this Policy, including our right to terminate this Policy as set herein.

**PROOF OF AGE:** We have the right to require satisfactory proof of age.

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## GENERAL DEFINITIONS

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The following defined terms appear with their initial letters capitalized.

**ACTIVE EMPLOYMENT:** This term means You are:

- Working for the Policyholder at their work site for earnings the Policyholder pays on a regular basis; and
- Performing the material and substantial duties of Your Regular Occupation.

Active Employment includes normal non-work days such as vacation, weekends and holidays if You were working for the Policyholder at their work site for earnings the Policyholder pays on a regular basis on the last normal work day prior to a period of normal non-work days, provided the Employee was in Active Employment on the Employee's immediately preceding scheduled work day and the Employee:

1. Is not Hospital Confined on such day;
2. Is not Disabled due to an injury or sickness; or
3. Is not a Retiree (Life Insurance only).

Your work site must be:

- The Policyholder's usual place of business;
- An alternative location if directed by the Policyholder; or
- A location to which Your occupation requires You to travel.

**ACTIVITIES OF DAILY LIVING:** This term means the ability to independently perform the following, with or without equipment or adaptive devices:

- **BATHING:** wash in a tub or shower; or take a sponge bath; and towel dry.
- **DRESSING:** put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and fasten or unfasten them.



- **TOILETING:** get to and from and on and off the toilet; to maintain personal hygiene; and care for clothes.
- **TRANSFERRING:** move in and out of a chair or bed.
- **CONTINENCE:** control bowel and bladder function; or, in the event of incontinence, maintain personal hygiene.
- **EATING:** get food into the body by any means once it has been prepared and made available.

**APPROPRIATE PAYEE:** This term refers to the person or entity identified as the party eligible to receive funds returned or paid by Us.

**BENEFICIARY** means the person or entity You choose to receive Your life insurance benefits at Your death in accordance with the “Who Do We Make Benefit Payments To?” section of the Certificate. You may not designate Your Employer as Your Beneficiary.

**DEATH BENEFIT:** This term means the insurance amount payable under this Certificate at the death of the Insured Person.

**DISABILITY OR DISABLED:** This term means that due to an injury or sickness You are unable to perform the material duties of Your regular job and are unable to perform any other job for which You are fit by education, training or experience. Material duties mean the sets of tasks or skills generally required by employers from those engaged in an occupation. We will consider one material duty of Your regular job to be the ability to work for the Policyholder on a full-time basis as required in the Policy.

**ELIGIBLE CLASS:** This term means a group of Employees who have met the criteria selected by the Policyholder for eligibility for coverage under the Policy.

**ELIMINATION PERIOD:** A period of continuous days of Disability before Benefits become payable. The Elimination Period begins on the first day of Your Disability.

**EMPLOYEE:** This term means an individual in Active Employment whose principal employment is with the Policyholder for a minimum of 30 hours per week, and who is reported as an Employee on the Policyholder’s records for Social Security and withholding tax purposes. Persons employed by subsidiaries or affiliates of the Policyholder will be considered Employees of the Policyholder.

**EVIDENCE OF INSURABILITY:** This term means a statement of medical history, which is provided at Our expense and which We will use to assess if a person will be approved for coverage.

**GUARANTEED ISSUE LIMIT:** This term means the insurance amount for which an Employee may be insured without submitting Evidence of Insurability.

**HOME OFFICE:** This term means Our Home Office at 2 Court Street, Suite 102, Binghamton, NY 13901.

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

**HOSPITAL CONFINEMENT OR HOSPITAL CONFINED:** This term means staying in a Hospital as a registered inpatient for 24 hours a day.

**INSURED PERSON:** This term means each person insured under this Certificate and includes You and/or Your Dependent(s) as defined in this Certificate.

**MILITARY LEAVE OF ABSENCE:** This term means a leave of absence that:

1. is subject to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and any amendments to it;
2. is taken in accord with Your Policyholder’s leave policy and the federal USERRA law; and

3. does not exceed the period required by that law.

**NON-CONTRIBUTORY INSURANCE:** This term means insurance for which the Policyholder does not require Premium contributions from the insured Employee. The Plan Highlights shows whether the specific insurance is non-contributory insurance. The Policyholder shall not require You to contribute to the cost of noncontributory insurance, except where necessary for the Policyholder to comply with applicable tax law.

**PHYSICIAN:** This term means a duly licensed practitioner, acting within the scope of his or her license, who is recognized by the law of the state in which diagnosis is received. The Physician may not be You or a member of Your immediate family.

**POLICY ANNIVERSARY DATE:** This term means the date specified on the face page of the Policy.

**POLICY MONTH:** The first Policy Month begins on the Policy Effective Date shown on the first page of the Policy. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

**PREMIUM(S):** This term means the amount the Policyholder or You shall pay to Us for the insurance provided under the Policy.

**PRINCIPAL SUM:** This term means the life insurance amount payable under this Certificate at the death of the Insured Person.

**PROCEEDS:** Subject to the terms of the Policy, Proceeds become payable when a loss occurs while this Certificate is in force. The Proceeds are equal to:

1. The benefit amount shown on the Plan Highlights; less
2. Any Premium owed to Us by the Policyholder or You.

**PROOF OF LOSS:** This term means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate. The Proof of Loss shall establish the nature and the extent of the loss or condition.

**RETIREMENT DATE:** This term means the first of the following to occur:

1. The date You are eligible for retirement benefits under:
  - a. Any plan of a federal, state, county, municipal, or other retirement system for which You are eligible as a result of employment with the Policyholder;
  - b. Any plan the Policyholder sponsors; or
  - c. Any plan for which the Policyholder:
    - i. Makes contribution; or
    - ii. Has made contributions; or
2. The date You are eligible for disability benefits under the United States Social Security Act or any similar plan or act.

However, if You are in Active Employment and receiving retirement benefits under the United States Social Security Act or any similar plan or act, You will not be considered retired.

**THIS PLAN:** This term means the specific coverage and benefits as provided for You and/or Your covered Dependents pursuant to this Certificate.

**WAITING PERIOD:** This term means the number of days You must be in Active Employment in an Eligible Class before You may become covered under THIS Plan. Your Waiting Period appears in the PLAN HIGHLIGHTS.

**WRITTEN OR WRITING:** This term means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**RENAISSANCE LIFE & HEALTH INSURANCE COMPANY  
OF NEW YORK**

2 Court Street  
Suite 102  
Binghamton, NY 13901

**Group Certificate Accidental Death & Dismemberment Plan Rider**

This Rider forms a part of the Certificate of Coverage (“Certificate”) under Policy No. LINY45498.

Policyholder: Greater Johnstown School District

**IMPORTANT NOTICE: THIS IS ACCIDENT-ONLY INSURANCE. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

THIS RIDER IS NOT A MEDICARE SUPPLEMENT PLAN. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

This Rider is subject to all provisions of the group Policy and Your Certificate which are not inconsistent with the terms of this Rider. Should there be any inconsistency between the Certificate and this Rider, the terms herein shall prevail.



President

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## SCHEDULE OF BENEFITS

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Group Accidental Death & Dismemberment Plan			
Class A			
Benefit	Principal Sum	Benefit Reduction Schedule / Termination	Guaranteed Issue Limit
Employee Accidental Death & Dismemberment (AD&D)	\$50,000	70 years of age or more \$5,000  Terminates at Employee's Retirement Date with the Policyholder.	\$50,000

Group Accidental Death & Dismemberment Plan			
Class B			
Benefit	Principal Sum	Benefit Reduction Schedule / Termination	Guaranteed Issue Limit
Employee Accidental Death & Dismemberment (AD&D)	\$10,000	Terminates at Employee's Retirement Date with the Policyholder.	\$10,000

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## PLAN HIGHLIGHTS – AD&D INSURANCE

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ACCIDENTAL DEATH AND DISMEMBERMENT PLAN HIGHLIGHTS	
<p><b>Base Benefits</b></p> <p>The Base and Enhanced Benefits combined will be limited to no more than 150% of the Loss of Life ("Principal Sum") amount.</p>	<p><b>Principal Sum Benefit Percentage</b> Percentage (%) of the Accidental Death and Dismemberment Principal Sum up to the Maximum Benefit Amount or Duration Allowed. Unless otherwise specified, the Principal Sum is based on the Insured Person.</p> <p><b>Benefit Limitations</b> In addition to Limitations and Exclusions included under the Certificate.</p>
Loss of Life ("Principal Sum")	100% of the Basic Term Life Insurance applicable to the Insured Person who incurred the Injury.
Seatbelt Benefit	10% of the Principal Sum up to \$10,000
Airbag Benefit	10% of the Principal Sum up to \$10,000

**\* Benefits Limitation: The Base Benefits combined will be limited to no more than 150% of the Loss of Life (Principal Sum) amount.**

<b>ENHANCED BENEFITS ACCIDENTAL DEATH AND DISMEMBERMENT PLAN HIGHLIGHTS</b>	
<b>Enhanced Benefits</b>	<p><b>Principal Sum Benefit Percentage</b> Percentage (%) of the Accidental Death and Dismemberment Principal Sum up to the Maximum Benefit Amount or Duration Allowed. Unless otherwise specified, the Principal Sum is based on the Insured Person.</p> <p><b>Benefit Limitations</b> In addition to Limitations and Exclusions included under the Certificate.</p>
Loss of both hands or both feet	100% of the Principal Sum
Loss of sight of both eyes	100% of the Principal Sum
Loss of one hand and sight of one eye	100% of the Principal Sum
Loss of one foot and sight of one eye	100% of the Principal Sum
Loss of one hand	50% of the Principal Sum
Loss of one foot	50% of the Principal Sum
Loss of one arm	50% of the Principal Sum
Loss of one leg	50% of the Principal Sum
Loss of sight of one eye	50% of the Principal Sum
Loss of speech	50% of the Principal Sum
Loss of hearing	50% of the Principal Sum
Loss of thumb and index finger of the same hand	25% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	50% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Triplegia	50% of the Principal Sum
Uniplegia	50% of the Principal Sum
Coma	Lesser of: 1. 5% of the Principal Sum; or 2. \$5,000
Common Carrier Hazard Benefit	10% of Your Principal Sum
Repatriation Benefit	The lesser of the amount of the repatriation cost; 10% of the Principal Sum on that Insured Person; or \$10,000.
Child Care Benefit	3% of Your Principal Sum up to \$2,500 per year for 4 years  The Child Care Benefit is not payable beyond the date the Child reaches age 13.

<p>Qualified Child(ren) Education Benefit</p>	<p>5% of Your Principal Sum up to \$2,500 per year for 4 years</p> <p>The Qualified Children Education Benefit is not payable beyond the date the Child reaches age 26. Per Qualified Child per school year, not to exceed 4 school years per Qualified Child.</p>
<p>Spouse Training Benefit</p>	<p>Lesser of:</p> <ol style="list-style-type: none"> <li>1. Expense incurred for the training which includes tuition charged and the cost of materials needed, but does not include room and board cost;</li> <li>2. 10% of Your Principal Sum; or</li> <li>3. \$2,500.</li> </ol>

**\* Benefits Limitation: The Base and Enhanced Benefits combined will be limited to no more than 150% of the Loss of Life (Principal Sum) amount.**

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### **GENERAL ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE DEFINITIONS**

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This Rider is subject to all terms included in Your Certificate which are not inconsistent with the terms of this Rider. Should there be any inconsistency between the definitions used in the Certificate and the Rider, the definitions included herein shall prevail.

**ACCIDENT** means a sudden, unforeseen and unexpected event that occurs without any intentional act or action by the Insured Person.

**CERTIFICATE** means a document prepared by Us and issued to You as an Insured Employee. The Certificate describes your Group Term Life coverage, and any exclusions, limitations and requirements that may apply under the Policy.

**CERTIFICATE RIDER or RIDER** means this Accidental Death & Dismemberment document, and all provisions included herein, issued to You by Us in addition to the Certificate of Coverage.

**CHILD(REN)** means Your child, stepchild, legally adopted child, or a child who you are in the process of legally adopting, and any other children required to be covered as provided in the civil union, domestic partnership, marriage or other family or domestic relations laws of applicable State law, who is chiefly dependent on You for support and maintenance.

**COMA** means a state of deep and total unconsciousness from which the comatose person cannot be aroused for a continuous period of at least 90 days.

**DEPENDENT** means any Spouse or Child, as defined, who relies on You for his or her support, and is not eligible for coverage under this Certificate as an Employee.

**HEMIPLEGIA** means total and permanent Paralysis of upper and lower Limbs on one side of the body.

**IMMEDIATE FAMILY** means You, Your Spouse, and any of Your, or Your Spouse's Children, parents, grandparents, grandchildren, brothers, sisters, and their respective Spouses.

**INJURY** means bodily harm or damage (not including mental or emotional harm/damages) due to an Accident, that occurs while the Insured Person's coverage under this Rider is in force and is not excluded under the "WHEN WILL WE NOT COVER AN ACCIDENTAL DEATH & DISMEMBERMENT LOSS?" section of this Rider.

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

**LIMB** means an entire arm or an entire leg.

**LOSS** means an event for which a benefit may become payable under this Rider.

**LOSS OF LIFE** means the death of an Insured Person resulting from an Injury.

**LOSS OF ARM** means severance at or above the elbow.

**LOSS OF FOOT** means severance at or above the ankle but below the knee.

**LOSS OF HAND** means severance at or above the wrist but below the elbow.

**LOSS OF HEARING** means total and irrecoverable hearing impairment in both ears that continues for a period of at least 180 days and cannot be corrected by medical or surgical treatment.

**LOSS OF LEG** means severance at or above the knee.

**LOSS OF SIGHT** means permanent and uncorrectable vision impairment that continues for 180 days and is not correctible by medical or surgical treatment or artificial means. The visual acuity must be 20/200 or worse in the eye and the field of vision must be less than 20 degrees.

**LOSS OF SPEECH** means the total and irrecoverable loss of audible communication.

**LOSS OF THUMB AND INDEX FINGER** means the actual, complete and permanent severance through or above the metacarpophalangeal joints.

**MAXIMUM BENEFIT PERIOD or DURATION** means the defined amount of time for which a benefit will be paid. The Duration for each Benefit included is as shown in the AD&D Plan Highlights.

**PARALYSIS** means permanent impairment and loss of the ability to voluntarily move or to have sensation in any Limb. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a Limb.

**PARAPLEGIA** means total and permanent Paralysis of both lower Limbs.

**QUADRIPLEGIA** means total and permanent Paralysis of both upper and lower Limbs.

**REGULAR CARE** means:

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

**SICKNESS** means a diagnosed illness, disease or pregnancy.

**SPEECH** means the power of audible expression.

**SPOUSE** means an individual who is recognized by the law in Your state of residence as Your Spouse, and any other person required to be covered as Your Spouse by the Policyholder or under the civil union, domestic partnership, marriage or other family or domestic relations laws, including the case law, of any applicable State law.

**TREATMENT** means to consult with a Physician in order to receive Regular Care from that Physician or another medical professional which the Physician recommends, including taking prescribed medications and receiving diagnostic measures.

**TRIPLEGIA** means total and permanent Paralysis of three Limbs.



**UNIPLEGIA** means total and permanent Paralysis of one Limb.

**WE, US, OUR OR COMPANY** means Renaissance Life & Health Insurance Company of New York.

**YOU, YOUR, YOURS** means an Employee who is insured for coverage under the Policy.

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## **BASE BENEFITS**

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### **LOSS OF LIFE BENEFIT**

This benefit applies to all Insured Persons.

The amount of the Loss of Life Benefit is as shown in the AD&D Plan Highlights.

### **SEAT BELT AND AIR BAG BENEFIT**

These benefits apply to all Insured Persons.

**AIR BAG** means, for the purposes of this AD&D Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards.

**PRIVATE PASSENGER CAR** means, for the purposes of this AD&D Benefit, any validly registered four-wheel private car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck, or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**SEAT BELT** means, for the purposes of this AD&D Benefit, any restraint device, which meets published federal safety standards, has been installed by the car manufacturer and has not been altered after such installation.

### **SEAT BELT BENEFIT**

We will pay a Seat Belt Benefit if a Loss of Life Benefit is payable under this Rider and the Loss of Your life results from Injury sustained while driving or riding in a Private Passenger Car if Your Seat Belt was properly functioning and fastened. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

The amount of the Seat Belt Benefit payable is as shown in the AD&D Plan Highlights.

A benefit is not payable under this provision if You are the driver of the Private Passenger Car and You do not hold a current and valid driver's license at the time of the Accident.

### **AIR BAG BENEFIT**

We will pay an Air Bag Benefit if a Seat Belt Benefit is payable for the Loss of Your life and the Private Passenger Car is:

1. Equipped with a single Air Bag and the deceased person was the driver; or
2. Equipped with an Air Bag for both the driver and for the front passenger seat and the deceased person was the driver or front seat passenger; or
3. Equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the deceased person was the driver, front seat passenger or rear seat passenger; and

4. The police report or other evidence establishes that the Air Bag in the seat the deceased person was occupying inflated properly upon impact.

The amount of the Air Bag Benefit payable is as shown in the AD&D Plan Highlights.

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## **ENHANCED BENEFITS**

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### **COMMON CARRIER HAZARD BENEFIT**

This benefit applies to all Insured Persons.

**COMMON CARRIER HAZARD** means:

1. Riding, boarding or disembarking as a passenger (not as a pilot or crew member):
  - a. Any air, land or water conveyance that is licensed for the transportation of passengers for hire (excluding an aircraft owned, operated, chartered or leased by or for the Policyholder); or
  - b. As a fee-paying passenger of any transport type aircraft operated by the Military Airlift Command (MAC) of the United States or by a similar air transport service of any duly constituted government authority recognized by the government of the United States; or
2. A parachute jump from an aircraft as described in Item No. 1., above, in order to save oneself; or
3. Being struck by an aircraft as described in Item No. 1., above.

We will pay a Common Carrier Hazard Benefit amount for a Loss that is the result of a Common Carrier Hazard, provided You died from an Injury and a Loss of Life benefit is payable for You under this Rider.

The amount of the Common Carrier Hazard Benefit payable is as shown in the AD&D Plan Highlights.

### **REPATRIATION BENEFIT**

This benefit applies to all Insured Persons.

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

1. You died as the result of an Injury and a Loss of Life Benefit is payable for You under this Rider;
2. Your death occurs more than 100 miles from Your primary place of residence; and
3. Expense is incurred for the transportation of Your body to a mortuary near the primary place of residence.

The amount of the Repatriation Benefit is as shown in the AD&D Plan Highlights.

The Repatriation Benefit is payable subject to Written Proof of Loss for the incurred transportation expense approved by the Company.

### **CHILD CARE EXPENSE BENEFIT**

This benefit applies to You.

**PERSONAL CARE ASSISTANCE** means assistance with bathing, dressing, hair care, and other personal needs in the Child's place of residence.

We will pay a Child Care Expense Benefit if:

1. You and Your Dependent Children are insured under this Rider; and
2. You died from an Injury and a Loss of Life Benefit is payable for You under this AD&D insurance.

This benefit will be paid on behalf of any Insured Child under the age of 13 or any Insured Child age 13 or older who needs ongoing Personal Care Assistance, who is receiving child care from a licensed child care provider, at or within 90 days of Your death. Payment will be made to the Insured Child's parent or legal guardian.

To receive this benefit, the Insured Child's parent or legal guardian must provide Us Written proof that he or she has incurred expenses that entitle him or her to the Child Care Expenses Benefit. Expenses must be charged by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Child Care Expense Benefit will end on the earlier of the following:

1. The date the Child is no longer receiving child care from a licensed child care provider;
2. The date the Maximum Benefit Amount of Child Care Expense Benefits have been paid;
3. The date the Child reaches 13 years of age unless the Child needs ongoing Personal Care Assistance.

This Child Care Expense Benefit is payable each year for each Child who qualifies for Child Care Expense Benefits. No more than the maximum number of years specified in the AD&D Plan Highlights will be payable for each Insured Child.

The amount of the Child Care Expense Benefit is as shown in the AD&D Plan Highlights. If this benefit is in effect on the date the You died and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in a lump sum.

### **QUALIFIED CHILD(REN) EDUCATION BENEFIT**

This benefit applies to You.

**QUALIFIED CHILD (OR CHILDREN)** means any of Your unmarried Children under the age of 26 who, on the date of Your death from an Injury sustained in an Accident, was either:

1. Enrolled on a Full-Time Basis in an accredited post-secondary institution of higher learning; or
2. At the 12<sup>th</sup> grade level and enrolls on a Full-Time Basis in an accredited post-secondary institution of higher learning within 365 days following the date of Your death.

**FULL-TIME BASIS** means full-time as defined by the accredited post-secondary institution of higher learning being attended by the Qualified Child.

**PROOF OF ENROLLMENT** means Written documentation to establish that the Qualified Child continues to be a student at the accredited post-secondary institution of higher learning. Proof may include:

1. Written notification from the institution's administration that the Qualified Child is enrolled on a Full-Time Basis; or
2. An original, signed Letter of registration from the Institution's Registrar.

We will pay a yearly Education Benefit to each of Your Qualified Children if:

1. You died from an Injury and a Loss of Life Benefit is payable under this Rider;
2. You die within 90 days after the date of the Accident causing the Injury;
3. Proof is given to Us that the Child is a Qualified Child; and
4. The Qualified Child continues to be enrolled on a Full-Time Basis in an accredited post-secondary institution of higher learning.

This Qualified Children Education Benefit is payable in addition to any other benefits provided under this Rider. We will not pay more than one Qualified Children Education Benefit per Qualified Child during any one school year.

The Qualified Child Education Benefit will terminate for each Qualified Child on the earliest of the following dates:

1. The date the Qualified Child fails to furnish Proof of Enrollment on a Full-Time Basis as required by Us;
2. The date the Qualified Child no longer qualifies as a Dependent Child for any reason except Your death; or
3. The date on which the maximum number of years this Qualified Children Education Benefit, as shown in the AD&D Plan Highlights, has been paid.

The amount of the Qualified Child(ren) Education Benefit payable is as shown in the AD&D Plan Highlights. If this benefit is in effect on the date the You died and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in a lump sum.

#### **DEPENDENT SPOUSE TRAINING BENEFIT**

This benefit applies to You for Your covered Spouse.

We will pay a Dependent Spouse Training Benefit to Your Spouse if the Spouse:

1. Is an Insured Person under this Rider on the date You died from an Injury and a Loss of Life Benefit is payable for You under this Rider; and
2. Enrolls in a post-secondary institution, professional or trade school training program:
  - a. For the purpose of obtaining an independent source of support and maintenance; and
  - b. Within 365 days of the date of Your death.

The Dependent Spouse Training Benefit payable is as shown in the AD&D Plan Highlights.

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### **GENERAL PROVISIONS**

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#### **ACCIDENTAL DEATH AND DISMEMBERMENT PAYMENT**

If You suffer a Loss covered under this Rider, We will pay the amount of insurance that applies. You, or Your Beneficiary, must give Us proof that:

1. Injury occurred while insurance was in force under this Rider;
2. The Loss was due to an Injury; and
3. The Loss occurred within 365 days of the Accident.

Benefits are payable to You with these exceptions:

1. Benefits payable to You that are unpaid after Your death or become payable on account of Your death will be paid to Your Beneficiary or Beneficiaries.
2. The Dependent Spouse Training Benefit will be paid to:
  - a. Your Spouse, if living; or
  - b. The estate of Your Spouse.
3. The Qualified Child(ren) Education Benefit and the Child Care Expense Benefit will be paid to the person who, or agency that, has assumed the main support of the Child(ren).

In paying Accidental Death and Dismemberment (AD&D) benefits, We will consider only Losses sustained while coverage under this Rider is in force. We will pay no more than the full amount shown in the Plan Highlights for Losses resulting from any one Accident.

## **FILING A CLAIM**

Procedures for filing a claim shall be done in accordance with the provisions set forth in the "HOW DO YOU FILE A CLAIM?" Section of the Certificate.

Should there be any inconsistency between the provisions of the Certificate and those included in this Rider, the terms herein shall prevail.

## **NOTICE OF CLAIM**

Notice of Claim must be submitted to us in Writing, in accordance with the provisions included under the Certificate, within 30 days following a Loss from Injury.

Failure to give notice of claim within the period specified above will not invalidate or reduce a claim if it was not reasonably possible to provide such proof in the specified period. In this event, notice must be provided as soon as reasonably possible.

## **PROOF OF LOSS**

Proof of Loss must be provided in accordance with the provisions included in the Certificate.

You must provide Proof of Loss within 120 days of the covered Accident resulting in the Loss. We will provide You a claims form kit within 15 days of receiving Your notice of claim. If We do not furnish these forms by the end of this period, We Will accept Written Proof of Loss delivered to Our Home Office.

Failure to provide Proof of Loss within the specified period will not reduce or invalidate your claim if it was not reasonably possible to provide such evidence. In this Event, evidence of Proof of Loss must be provided to Us as soon as reasonably possible.

## **EXAMINATION**

We shall have the right and opportunity to examine the Insured Person for whom the claim is made as often as is reasonably necessary during the pendency of the claim. In the case of a claim for Loss of Life under the terms of this Rider, We shall have the opportunity to complete an autopsy, unless prohibited by law.

## **BENEFIT PAYMENT OPTIONS**

Depending on the benefits listed on Your Plan Highlights, one or more of the following options will be available to You after We receive notice of your claim:

Benefit payments will be made in one lump sum no later than 30 days after proof of the Insured Person's Loss has been received by Us.

Benefit payments will be made in a series of pre-defined equal distributions beginning 30 days after proof of the Insured Person's Loss has been received by Us.

Benefit payments will be made as a monthly benefit beginning 30 days after proof of the Insured Person's Loss has been received by Us until the later of the date the Insured Person would have reached age 65 or for 20 years.

## **WHEN WILL WE NOT COVER AN ACCIDENTAL DEATH & DISMEMBERMENT LOSS?**

Under this Rider We will not cover an Injury caused by:

1. Suicide or attempted suicide, or intentionally self-inflicted injury;
2. Mental or emotional disorders;
3. Alcoholism or drug addiction;
4. War, or an Act of War, whether declared or not;
5. Participation in a felony, riot or insurrection;
6. Service in the Armed Forces, or units auxiliary thereto;
7. Aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.

This Rider shall not limit or exclude coverage by type of illness, Accident, Treatment or medical condition, except as stated above.

## **WHEN WILL THIS ACCIDENTAL DEATH & DISMEMBERMENT PLAN TERMINATE?**

This Accidental Death & Dismemberment Plan will terminate at the end of the earliest of:

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

## **INDEMNITY FOR LOSS OF LIFE**

Indemnity for Loss of Life shall be payable to the Employee or other Insured Person, or to the Beneficiary or Beneficiaries designated by him. This shall not include the Employer, or any officer thereof.

If no Beneficiary has been designated, the benefits shall be payable to the estate of the Employee or Insured. We shall have the right to pay such insurance to any one or more of the following surviving relatives of the Employee or Insured: Spouse, mother, father, Child or Children, brothers or sisters.

Payments so made shall discharge Our obligation with respect to the amount of insurance so paid.

## **ACTION IN LAW OR EQUITY**

No action in law or equity shall be brought to recover on the Rider prior to the expiration of 60 days after Proof of Loss has been filed in accordance with the requirements of this Rider.

No action in law or equity shall be brought after the expiration of two years following the time such Proof of Loss is required by this Rider.