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**YOUR GROUP  
VOLUNTARY TERM LIFE  
BENEFITS**

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**Pinal County Employee Benefit Trust**

Revised January 1, 2008

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## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Pinal County Employee Benefit Trust  
31 North Pinal Street Admin Bldg. 1  
Florence, AZ 85232

## **CLAIM ASSISTANCE**

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-540K.

# GROUP VOLUNTARY TERM LIFE INSURANCE SUMMARY OF COVERAGE



Pinal County Employee Benefit Trust  
GVTL-540K  
Revised: January 1, 2008

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

<b>BENEFITS</b>	
<b>Guarantee Issue Limit</b>	For You: Five times Your Annual Salary not to exceed \$150,000 For Your Spouse: All Amounts For Your Dependent Child: All Amounts Subject to any reductions, Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.
<b>Life Insurance Benefit for You</b>	You can be insured for an amount of life insurance of \$350,000. In no event shall Life Insurance Benefits exceed five times Your Annual Salary. Annual Salary means Your basic Annual Salary or rate of pay as verified by the Policyholder's pay records and premium We have received. It does not include overtime, bonus or other additional pay. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.

<b>Reductions</b>	Your Life Insurance Benefits will reduce to 50% at age 85. If You are age 85 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age. If You are no longer in the employ of the Policyholder (including retirement), any benefits that are being continued under the Portability provision in the Policy will end on the date You attain age 70.
<b>Life Insurance Benefit For Your Dependent Spouse</b>	Your lawful spouse can be insured for an amount of life insurance of \$5,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.
<b>Life Insurance Benefit For Your Dependent Child(ren)</b> (Age 14 Days to 19 Years- 23 Years if Full-time Student)	Your eligible Dependent children can be insured for an amount of life insurance of \$1,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.
<b>EMPLOYEE ELIGIBILITY</b>	
<b>Minimum Work Hours Required</b>	20 or more hours each week
<b>Eligibility Waiting Period</b>	An Employee who is not eligible for insurance under the Policy on January 1, 2008, and becomes Actively Employed on or before the 21 <sup>st</sup> of the month, becomes eligible for insurance under this Policy on the first day of the following Policy Month.
<b>Other Group Plan Requirement</b>	An Employee is eligible for insurance under the Policy provided the Employee is also insured under another group life insurance plan sponsored by the Policyholder for which 100% of the employees may enroll and whereby at least 75% of the employees participate.
<b>When Employee Insurance Begins</b>	The Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder. The Employee will become insured on the first day of the month which coincides with or follows the later of the day: <ul style="list-style-type: none"> <li>• the Employee becomes eligible; or</li> <li>• the Employee's enrollment form, acceptable to Us, is properly completed and signed;</li> </ul> and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date.

<p><b>Changes in the Amount of Your Insurance</b></p>	<p><b>Decrease in the Amount of Your Insurance</b>  Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.  The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply.</p> <p><b>Increase in the Amount of Your Insurance</b>  You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request.  Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day:</p> <ul style="list-style-type: none"> <li>• of the change; or</li> <li>• the first day of the month which coincides with or follows the day We approve Your Evidence of Good Health, if required by Us.</li> </ul>
<p><b>Exceptions to Changes in the Amount of Your Insurance</b></p>	<p><b>\$10,000 Annual Increase</b>  You may annually elect to increase the amount of Your insurance up to \$10,000 without providing Us Evidence of Good Health. To be eligible for the election, You must be insured under the Policy at the time of the request and Actively Employed. The election cannot be made more than once a year and is subject to the following conditions:</p> <ul style="list-style-type: none"> <li>• You must submit a written election to Us at least 31 days prior to the Policy anniversary or a date designated by the Policyholder;</li> <li>• insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of the Certificate.</li> </ul>
<p><b>When Employee Insurance Ends</b></p>	<p>Insurance will end the last day of the month in which:</p> <ul style="list-style-type: none"> <li>• the Policy terminates;</li> <li>• You are no longer Actively Employed;</li> <li>• You do not meet the conditions described in the Other Group Plan Requirement provision in the Certificate;</li> <li>• You do not satisfy any other eligibility conditions described in the Certificate;</li> <li>• any applicable premium contribution is due and unpaid; or</li> <li>• You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).</li> </ul>
<p><b>DEPENDENT ELIGIBILITY</b></p>	
<p><b>Definition of Dependent</b></p>	<p>Dependent means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:</p> <ul style="list-style-type: none"> <li>• Your lawful spouse;</li> <li>• Your natural born or legally adopted child;</li> <li>• Your stepchild living in Your home; or</li> <li>• any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.</li> </ul> <p>A dependent does not include a child less than age 14 days or who has attained the Limiting Age defined in the Certificate.</p>

<b>Definition of Limiting Age</b>	Limiting Age means a child's 19th birthday or 23rd birthday if the child is a Full-Time Student.
<b>When Dependent Insurance Begins</b>	<p>You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder. An eligible Dependent will be insured on the latest of the day:</p> <ul style="list-style-type: none"> <li>• You become insured;</li> <li>• You acquire the eligible Dependent; or</li> <li>• You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.</li> </ul> <p>If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health. In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.</p>
<b>Changes in the Amount of Your Dependent's Insurance</b>	<p><b>Decrease in the Amount of Your Dependent's Insurance</b> Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease. The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate.</p> <p><b>Increase in the Amount of Your Dependent's Insurance</b> Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day We approve Evidence of Good Health, if required.</p>
<b>When Insurance for a Dependent Child Ends</b>	<p>Insurance for a Dependent child will end on the earliest of the:</p> <ul style="list-style-type: none"> <li>• day the Policy terminates;</li> <li>• day any premium contribution for Dependent child insurance is due and unpaid;</li> <li>• day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);</li> <li>• day Your insurance ends;</li> <li>• last day of the Policy month in which the Dependent child is no longer eligible; or</li> <li>• day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of the Certificate.</li> </ul>

<b>When Insurance for a Dependent Spouse Ends</b>	<p>Insurance for a Dependent spouse will end on the earliest of the:</p> <ul style="list-style-type: none"> <li>• day the Policy terminates;</li> <li>• day the Dependent spouse attains age 85;</li> <li>• day any premium contribution for Dependent spouse insurance is due and unpaid;</li> <li>• day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);</li> <li>• day Your insurance ends;</li> <li>• last day of the Policy month in which the Dependent spouse is no longer eligible;</li> <li>or</li> <li>• day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of the Certificate.</li> </ul>
<b>FEATURES</b>	
<b>Continuity of Coverage</b>	Refer to the Continuity of Coverage section of the Employee Eligibility provision in <u>Your Certificate</u> .
<b>Living Benefits Option For You</b>	50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from <u>which there is no reasonable prospect of recovery as determined by Us</u> .
<b>Layoff or Leave of Absence</b>	<p>You may be able to continue Life insurance until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.</p> <p>If a state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of the Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.</p>
<b>Waiver of Premium Benefit</b>	You may be able to continue Life insurance until age 85 , without payment of premium, if You become Totally Disabled while insured under the Policy prior to age 60.
<b>Portability</b>	<p>You may be able to obtain Life insurance under the Portability provision when insurance ends prior to age 70 due to any of the following reasons:</p> <ul style="list-style-type: none"> <li>• the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;</li> <li>• employment with the Policyholder ends for reasons other than Your Injury, Sickness or Disability;</li> <li>• You are not Actively Employed;</li> <li>• You retire; or</li> <li>• You do not satisfy any other eligibility condition described in the Certificate.</li> </ul> <p>Insurance under the Portability provision is available without providing Evidence of Good Health, subject to conditions described in Your Certificate.</p> <p>Dependent insurance under the Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to conditions described in Your Certificate.</p>

<b>Conversion</b>	If any of Your Life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to conditions described in Your Certificate.
<b>LIFE EXCLUSIONS</b>	
<p>We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.</p> <p>If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.</p>	

Publication Date: July 25, 2008

## Table of Contents

The key sections of your booklet  
appear in the following order.

	<b>Page</b>
<b>CERTIFICATE OF INSURANCE .....</b>	<b>1</b>
<b>SCHEDULE .....</b>	<b>2</b>
<b>EMPLOYEE ELIGIBILITY .....</b>	<b>4</b>
<b>RIDER</b>	
<b>FAMILY AND MEDICAL LEAVE.....</b>	<b>15</b>
<b>DEPENDENT ELIGIBILITY .....</b>	<b>17</b>
<b>LIFE INSURANCE BENEFITS</b>	
<b>For You .....</b>	<b>24</b>
<b>LIFE INSURANCE BENEFITS</b>	
<b>For You - LIVING BENEFITS OPTION.....</b>	<b>26</b>
<b>LIFE INSURANCE BENEFITS</b>	
<b>For Your Dependents .....</b>	<b>28</b>
<b>AMENDMENT RIDER.....</b>	<b>30</b>
<b>PAYMENT OF CLAIMS.....</b>	<b>31</b>
<b>LIFE CLAIM REVIEW PROCEDURES .....</b>	<b>32</b>
<b>STANDARD PROVISIONS .....</b>	<b>34</b>
<b>DEFINITIONS .....</b>	<b>35</b>



# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-540K (policy) has been issued to Pinal County Employee Benefit Trust (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any previous Certificate issued under the policy.

**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

## **SCHEDULE**

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

### **Classification(s)**

All eligible active full-time employees hired on or before the 21st of the month

### **Guarantee Issue Limit:**

For You: Five times Your Annual Salary not to exceed \$150,000

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

### **Life Insurance Benefits For You**

You can be insured for an amount of life insurance of \$350,000. In no event shall Life Insurance Benefits exceed five times Your Annual Salary.

Facility of Payment Amount .....\*\$250

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your basic Annual Salary or rate of pay as verified by the Policyholder's pay records and premiums We have received. It does not include overtime, bonus or other additional pay.

Life Insurance Benefits reduce to 50% of the amount shown above on the first day of the Policy month which coincides with or follows the day of Your 85th birthday. This same reduction also applies if You are age 85 or older prior to the date You become insured under the Policy.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 70.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

**Living Benefits Option**

Amount of Living Benefits.....50% of the amount of life insurance  
in force on Your life, but not to exceed \$100,000.

**For Dependent Spouse  
(Under Age 85)**

Your lawful spouse can be insured for an amount of life insurance of \$5,000. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.

**For Dependent Children  
(Age 14 Days to 19 Years-  
23 Years if Full-time Student)**

Your eligible dependent children can be insured for an amount of life insurance of \$1,000. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.

**NOTE:** The amount for which You and Your dependents are insured is shown on the **Certificate Validation Form.**

# EMPLOYEE ELIGIBILITY

## Life Insurance Benefits

### Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Actively Employed** or **Active Employment** means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

**NOTE:** Employees who are Totally Disabled will not be considered actively employed.

**Actively Working** or **Active Work** means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician due to an Injury or Sickness;

on the date insurance is to begin will not be considered actively working.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

### **When an Employee Becomes Eligible for Coverage**

An Employee who is Actively Employed on January 1, 2008, becomes eligible for insurance under the Policy on January 1, 2008.

An Employee who is not eligible for insurance under the Policy on January 1, 2008, and becomes Actively Employed on or before the 21<sup>st</sup> of the month, becomes eligible for insurance under this Policy on the first day of the following Policy Month.

### **Other Group Plan Requirement**

An Employee is eligible for insurance under this Policy provided the Employee is also insured under another group life insurance plan sponsored by the Policyholder for which 100% of the employees may enroll and whereby at least 75% of the employees participate.

### **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

### **When Employee Insurance Begins**

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the first day of the month which coincides with or follows the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the first day of the month which coincides with or follows the day the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the first day of the month which coincides with or follows the day the Employee returns to Active Employment.

### **Changes in the Amount of Your Insurance**

#### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day:

- (a) of the change; or
- (b) the first day of the month which coincides with or follows the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the first day of the month which coincides with or follows the day You return to Active Employment.

## **Exceptions to Changes in the Amount of Your Insurance**

### **Life Event**

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the first day of the month that coincides with or follows the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the first day of the month which coincides with or follows the day You return to Active Employment.

**Life Event** means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

### **\$10,000 Annual Increase**

Under this provision, You may annually elect to increase the amount of Your insurance up to \$10,000 without providing Us Evidence of Good Health. To be eligible for this election, You must be insured for life insurance under this Policy at the time of the request and Actively Employed. This election cannot be made more than once a year and is subject to the following conditions:

- (a) You must submit a written election to Us at least 31 days prior to the Policy anniversary or a date designated by the Policyholder;
- (b) insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of this Certificate.

### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the increase would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

### **Non-payment of Premium**

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

### **When Employee Insurance Ends**

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;

- (c) You do not meet the conditions described in the Other Group Plan Requirement provision in this Certificate;
- (d) You do not satisfy any other eligibility conditions described in this Certificate;
- (e) any applicable premium contribution is due and unpaid; or
- (f) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

**Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Portability

**Layoff or Leave of Absence**

You may be able to continue life insurance under this provision until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the layoff or leave of absence is not due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

**Note:** If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;

- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

### **Waiver of Premium Benefit**

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60. If You are over age 60 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

### **Waiver of Premium Benefit Elimination Period**

The Waiver of Premium Benefit Elimination Period is a period of 9 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

### **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

### **Death While Satisfying the Waiver of Premium Benefit Elimination Period**

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

### **When the Waiver of Premium Benefit Ends**

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 85.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

### **Portability**

You may be able to obtain life insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) employment with the Policyholder ends for reasons other than Your Injury, Sickness or Disability;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and the first premium within 31 days after insurance ends;
- (b) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on Your last day of Active Employment; or
  - (2) \$500,000; and
- (c) the amount of insurance under this Portability provision may not be increased.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

### **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

### **When Portability Ends**

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

## **RIDER**

### **FAMILY AND MEDICAL LEAVE (As Federally Mandated)**

This Rider is made a part of Group Policy GVTL-540K.

This Rider is effective on the latest of:

- (a) the effective date of the Policy;
- (b) the day You become insured under the Policy; or
- (c) the date required by Federal law.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

#### **Definitions**

**Serious Health Condition** has the meaning set forth in the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to the FMLA).

#### **Family and Medical Leave**

If You become eligible for a family or medical leave of absence in accordance with the FMLA, Your insurance coverage may be continued on the same basis as if You were Actively at Work for up to 12 weeks during a 12 month period, as defined by the Policyholder, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a Serious Health Condition; or
- (c) for Your own Serious Health Condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a Serious Health Condition, the continued coverage may not exceed a combined total of 12 weeks.

#### **Conditions**

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence for any reason other than Your own Serious Health Condition, You will be considered Actively at Work. However, if You were covered under any prior policy or plan maintained by the Policyholder on the day before Your insurance is to begin, the amount of Your insurance benefits under this Policy will not exceed the amount of benefits that would have been payable under such prior policy or plan.

2. If You begin an FMLA leave of absence after You have been insured under this Policy, the amount of Your insurance benefits will be the same as Your benefits prior to Your FMLA leave, subject to any reductions in benefits in accordance with the terms of the Policy.
3. You are eligible to continue coverage under FMLA if:
  - (a) You have worked for the Policyholder for at least one (1) year;
  - (b) You have worked at least 1,250 hours over the previous 12 months;
  - (c) The Policyholder employs at least 50 employees within 75 miles from Your worksite; and
  - (d) You continue to pay any required premium for Yourself and any eligible dependents in a manner determined by the Policyholder.
4. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the Policy during the time You were not insured. You and any eligible dependents will not be subject to any evidence of good health requirement provided under the Policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
5. You and Your eligible dependents are subject to all conditions and limitations of the Policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
6. If requested by Us, You or the Policyholder must submit proof acceptable to Us that Your leave is in accordance with FMLA.
7. This FMLA continuation is concurrent with any other continuation option.
8. FMLA continuation ends on the earliest of:
  - (a) the day You return to work;
  - (b) the day You notify the Policyholder that You are not returning to work;
  - (c) the day Your coverage would otherwise end under the Policy; or
  - (d) the day coverage has been continued for 12 weeks.

**Important Notice**

Contact the Policyholder for additional information regarding FMLA eligibility.

## DEPENDENT ELIGIBILITY

### Life Insurance Benefits

#### Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone insured under this Policy as an Employee;
- (b) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (c) a child less than age 14 days or who has attained the Limiting Age defined in this Certificate;
- (d) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (e) Your divorced or legally separated spouse;
- (f) Your lawful spouse age 85 or over;
- (g) Your married child(ren);
- (h) Your child if the child has been legally adopted by another person; or
- (i) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;

- (c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

**Limiting Age** means a child's 19th birthday or 23rd birthday if the child is a Full-Time Student.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

### **When a Dependent Becomes Eligible**

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, only one of You may insure Your child or children under this Policy.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

- (a) born while You are insured under this Policy; or
- (b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

### **When Dependent Insurance Begins**

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and currently under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect once the child has reached age 14 days.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable.

## **Changes in the Amount of Your Dependent's Insurance**

### **Decrease in the Amount of Your Dependent's Insurance**

Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

### **Increase in the Amount of Your Dependent's Insurance**

Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day We approve Evidence of Good Health, if required.

## **Exceptions to When the Amount of Dependent Insurance Changes**

### **Life Event**

Within 31 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 31 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 31 days after a Life Event, insurance for Your Dependent will begin on the first day of the month that coincides with or follows the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 31 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 31 days after a Life Event, Dependent insurance will end in accordance with the When Insurance for a Dependent Child Ends and When Insurance for a Dependent Spouse Ends provisions of this Certificate.

**Life Event** means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child, or acquire a stepchild;
- (c) Your lawful spouse's life insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or
- (d) Your lawful spouse dies.

### **Reinstatement of Dependent Insurance**

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the request for reinstatement.

### **When Insurance for a Dependent Child Ends**

Insurance for a Dependent child will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day any premium contribution for Dependent child insurance is due and unpaid;
- (c) day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) last day of the Policy month in which the Dependent child is no longer eligible; or
- (f) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

### **Exceptions to When Dependent Insurance Ends**

#### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

- (a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

### **When Insurance for a Dependent Spouse Ends**

Insurance for a Dependent spouse will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day the Dependent spouse attains age 85;
- (c) day any premium contribution for Dependent spouse insurance is due and unpaid;
- (d) day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);

- (e) day Your insurance ends;
- (f) last day of the Policy month in which the Dependent spouse is no longer eligible; or
- (g) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

### **Portability**

When You elect life insurance under the Portability provision in this Certificate, You may also elect to continue life insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

- (a) Your insured spouse is less than age 70;
- (b) You must submit a written request and the first premium to Us within 31 days after the Dependent insurance ends;
- (c) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on the day Dependent insurance ends; or
  - (2) \$250,000; and
- (d) the amount of Dependent insurance under this Portability provision cannot be increased.

If You elect insurance for Your eligible Dependent under this Portability provision, Your Dependents will not be eligible to obtain insurance under the Conversion Privilege provision in this Certificate.

### **Premium Rates for Portability**

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

### **When Portability Ends**

A Dependent's insurance under this Portability provision will end on the earliest of the day:

- (a) Your lawful spouse becomes 70 years of age;
- (b) Your child reaches the Limiting Age or is no longer Incapacitated;
- (c) Your child marries;

- (d) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less); or
- (e) any premium contribution for Dependent insurance is due and unpaid.

# LIFE INSURANCE BENEFITS

## For You

### Benefits

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### Mode of Payment

We will pay benefits in a lump sum.

### Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

### Facility of Payment

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

### Conversion Privilege

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$3,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

## **LIFE INSURANCE BENEFITS**

### **For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)**

#### **Definition**

**Terminal Condition** means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

#### **Exceptions**

This **Living Benefits** provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.

**NOTE:** Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit.

# LIFE INSURANCE BENEFITS

## For Your Dependents

### Benefits

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

1. If your spouse dies, benefits will be paid to your spouse's estate.
2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

### Facility of Payment

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

### Conversion Privilege

If your dependent's Life Insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion;
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision (if provided in this policy); or
- (d) because the policy or class is discontinued (and your dependent is insured under the policy for at least five years before insurance ends);

your dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your dependent is subject to the following.

1. Your dependent may apply for any of our individual life insurance policies except term insurance. Your dependent may not apply for supplemental coverage.

2. Your dependent may apply for an amount which is not more than the amount of terminated life insurance. When life insurance ends because the policy or class is discontinued, your dependent may apply for an amount which is not more than the lesser of:
  - (a) the amount of the terminated life insurance, less the amount of any group life insurance for which your dependent becomes eligible within 31 days after termination; or
  - (b) \$3,000.00.
3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
  - (a) your dependent's class of risk; and
  - (b) your dependent's age on the date the conversion policy takes effect.
4. Your dependent must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

If we issue your dependent a conversion policy and your dependent again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your dependent terminates the conversion policy; or
- (b) your dependent submits at his or her own expense, evidence of good health acceptable to us.

### **Extended Insurance**

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

## **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-540K.

This rider is effective the later of January 1, 2008, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

### **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

## **PAYMENT OF CLAIMS**

### **How to File Claims**

Before benefits are paid, we must be given a written proof of loss, as described below. Upon your death, your beneficiary or someone else must give us the proof.

### **Proof of Loss Requirements**

1. First, a claim form is to be requested from the Plan Administrator or from us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When we receive the request, we will send a claim form for filing proof of loss. If we do not send it within 15 days, the proof of loss requirement can be met by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, the claim form is to be completed and signed.
3. Finally, the claim form is to be returned to us. The claim form is due:
  - (a) within 90 days after the loss occurs; or
  - (b) as soon as reasonably possible.

### **When Claims are Paid**

Policy benefits will be paid in accord with the Life Insurance Benefits provision as soon as we receive acceptable proof of loss.

## LIFE CLAIM REVIEW PROCEDURES

### DEFINITIONS

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person’s eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

### INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding a life claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

### NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy’s appeal procedures, including the time limits for such procedures.

## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## **APPEAL DECISION**

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for You or Your dependents.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any Insured Person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

### **Applications**

We may use misstatements or omissions in the application of an Insured Person to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if You or Your dependent are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

## DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Insured Person** means You and/or Your dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

**Our, We, Us** means the Company shown on Your Certificate of Insurance.

**Rider** means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

**Sickness** means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

**You, Your** means an employee or member who is insured under the Policy.





Group Policy Number GVTL-540K



**Mutual of Omaha**

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